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

205 W. 4th Street, Madera, California 93637

JOINT MEETING NOTICE AND AGENDA

Wednesday, June 5, 2019
6:00 p.m.

Council Chambers
City Hall

CALL TO ORDER

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

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

PLEDGE OF ALLEGIANCE:

PUBLIC COMMENT:

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

PRESENTATIONS: None.

INTRODUCTIONS: None.

A. WORKSHOP

A-1 Madera County Economic Development Commission Program Overview (Report by Bobby Kahn)

B. CONSENT CALENDAR

B-1 Minutes – 02/20/2019, 03/06/2019, 03/20/2019, 04/03/2019, and 04/04/2019

B-2 Warrant Disbursement Report for May 4, 2019 to May 17, 2019 (Report by Tim Przybyla)

B-3 Water Conservation Report for April 22nd through May 19th (Report by John Scarborough)

B-4 Informational Report on Personnel Activity (Report by Wendy Silva)

B-5 Consideration of a Resolution Approving a Special Activity Permit Certificate for the Use of Designated Areas of the Madera Municipal Airport for the 2019-2020 Porsche Club of America Autocross Events and Authorizing the Mayor to Execute the Permit on Behalf of the City (Report by John Scarborough)

B-6 Consideration of a Resolution Adopting Salary Ranges for Part Time Positions of the City of Madera Due to Ongoing Changes in the California Minimum Wage (Report by Wendy Silva)

B-7 Informational Report on Contract Legal Service Expenditures (Report by Wendy Silva)

B-8 Consideration of a Resolution Approving Health, Dental, and Vision Insurance Providers for Fiscal Year 2019-20 (Report by Wendy Silva)

B-9 Consideration of a Resolution Approving the Award of Contract for Golden State Boulevard Shoulder Paving from Pecan Avenue to Madera Community Hospital Entrance, City Project No. R-68, Federal Project No. CML-5157 (110), in the Amount of $141,161 to On-Point Grading & Paving, Inc. and Authorizing the Mayor to Execute the Agreement on Behalf of the City; and

Consideration of a Resolution Approving Funding Amendments and Appropriating $125,000 to the City of Madera Fiscal Year 2018/19 Capital Projects Budget for the Construction of Golden State Boulevard Shoulder Paving from Pecan Avenue to Madera Community Hospital Entrance, City Project No. R- 68, Federal Project No. CML-5157(110) (Report by Keith Helmuth)

B-10 Consideration of a Resolution Approving a Dedication Grant Deed of Land from a Portion of the Right of Way Acquired from the Union Pacific Railroad (UPRR) for the Olive Avenue Widening and Reconstruction Project to the Owners Of J.W. Myers, Inc. (Myers), Authorizing the Mayor to Execute the Dedication Grant Deed, and Authorizing the City Clerk to Acknowledge, Notarize and Record the Dedication Grant Deed (Report by Keith Helmuth)

B-11 Consideration of a Minute Order Approving an Affiliation Letter with Omair Javaid of World Financial Group to Provide Financial Education and Financial Counseling Services for City Employees as an Optional Employee Benefit and Authorizing the City Manager to Sign the Letter (Report by Wendy Silva)

B-12 Consideration of a Resolution Approving Food Service Agreement with Madera Unified School District to Provide Meals to Eligible Youth During the Summer Food Service Program and Authorizing the Mayor to Execute the Agreement on Behalf of the City (Report by John Scarborough)

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

C-1 Public Hearing on Objections to Weed Abatement and Consideration of a Resolution of the City of Madera City Council Authorizing City Manager or Their Designee to Abate Weed Nuisances Existing Within the City (Report by Brian Esteves)

C-2 Consideration of a Resolution to Change the Name of the City's Transit Services from Madera Area Express to Madera Metro (Report by Ivette Iraheta)

C-3 Public Hearing and Consideration of a Resolution Adopting the Measure 'T' Annual Expenditure Plan (AEP) for Fiscal Year 2019/20 and Authorizing the City Engineer to Submit the Plan to the Madera County Transportation Authority for Adoption (Report by Keith Helmuth)

C-4 Request for Direction Regarding Health Benefits for City Council Members (Report by Wendy Silva)

D. WRITTEN COMMUNICATIONS

There are no items for this section.

E. ADMINISTRATIVE REPORTS

There are no items for this section.

F. COUNCIL REPORTS

F-1 Cannabis Ad Hoc Committee Update (Report by Council Member Jose Rodriguez)

G. CLOSED SESSION

G-1 Closed Session Announcement – City Attorney

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

Law Enforcement Mid-Management Group

G-3 Conference with Legal Counsel
Pending Litigation Pursuant to Government Code Section 54956.9(d)(1)
Two Cases: Toribio Garcia WCAB No. ADJ11393943
Mario Urango WCAB No. ADJ11529857

G-4 Public Employee Appointment Pursuant to Government Code Section 54957(b)(1)
Title: Executive Director of the Successor Agency to the Former Madera Redevelopment Agency

G-5 Closed Session Report – City Attorney

ADJOURNMENT – Next regular meeting June 19, 2019

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

I, Claudia Mendoza, Interim City Clerk for the City of Madera, declare under penalty of perjury that I posted the above agenda for the regular meeting of the Madera City Council for June 5, 2019, near the front entrances of City Hall at 7:30 p.m. on May 30, 2019.

Claudia Mendoza
_____
Claudia Mendoza, Interim City Clerk

RETURN TO AGENDA

Madera City Council Agenda 06/05/19
Agenda Item A-1

Madera County
Economic Development Commission
Program Overview

Presentation only.

RETURN TO AGENDA

Item:	B-1
Minutes for:	02/20/19
Adopted:	06/05/19

MINUTES OF A REGULAR MEETING OF THE MADERA CITY COUNCIL AND SPECIAL MEETING OF THE MADERA CITY COUNCIL

February 20, 2019 **Council Chambers**
6:00 p.m. **City Hall**

CALL TO ORDER – The meeting was called to order at 6:02 p.m.

ROLL CALL:

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

Absent: **None.**

Others present were City Manager Arnoldo Rodriguez, Temporary City Attorney Michael Youril (Liebert Cassidy Whitmore), City Clerk Sonia Alvarez, Director of Community Development David Merchen, Director of Financial Services Tim Przybyla, City Engineer Keith Helmuth, Public Works Operations Director John Scarborough, Chief of Police Dino Lawson, Director of Parks and Community Services Mary Anne Seay, Grant Administrator Ivette Iraheta, Chief Building Official Steve Woodworth, Acting Planning Manager Chris Boyle, Division Fire Chief Matt Watson, Commander Gino Chiaramonte, and Lieutenant Brian Esteves.

INVOCATION: April Molina, Love Madera

PLEDGE OF ALLEGIANCE: Mayor Medellin

PUBLIC COMMENT:

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

Ron Montoya, thanked Madera Police Department and discussed his concerns with City policies.

No other comments given

PRESENTATIONS

1. Presentation by Madera Co. LPC on Program and Services Provided – Tina Najarian, Director

Tina Najarian with Local Child Care Planning Council (LPC) discussed Madera County LPC's vision and programs they oversee.

2. Madera Co. Public Health Update - Alan Gilmore and Maria Barragan

Alan Gilmore and Maria Barragan with Madera County Public Health presented the City Council with information on the dangers of second-hand smoke and asked the Council to support an ordinance to ban smoking at City parks.

INTRODUCTIONS None.

A. WORKSHOP

A-1 Workshop on Naloxone Administration of Opioid Overdose Medication (Presentation by Brian Esteves)

Lieutenant Esteves provided City Council with presentation discussing the opioid crisis and the standing order from California Department of Health to Madera Police Department to administer the lifesaving drug Naloxone.

B. CONSENT CALENDAR

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

Grants Administrator Ivette Iraheta pulled item B-4.
Council Member Gallegos pulled item B-10.

ON MOTION BY COUNCIL MEMBER HOLLEY, AND SECONDED BY COUNCIL MEMBER GALLEGOS, THE CONSENT CALENDAR, WITH THE EXCEPTION OF ITEMS B-4 AND B-10, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

B-1 Minutes – 3/21/18, 10/10/18, 1/16/19, 1/30/19

B-2 Register of Audited Demands 1/26/19 - 2/11/19 (Report by Tim Przybyla)

B-3 Consideration of a Resolution Appointing Nick Davis to the City of Madera Airport Advisory Commission (Report by John Scarborough)

RES. NO. 19-33 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPOINTING NICK DAVIS TO THE CITY OF MADERA AIRPORT ADVISORY COMMISSION**

B-4 Consideration of a Resolution Appointing Ms. Maria Luna and Ms. Otilia Morales as Members of the City of Madera Transit Advisory and Board Representing District 3 and District 5 Respectively (Report by Ivette Iraheta)

Grants Administrator Ivette Iraheta reported that a name on the report and resolution should be corrected from Maria Luna to Marie Luna.

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

RES. NO. 19-34 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPOINTING MS. MARIE LUNA AND MS. OTILIA MORALES AS MEMBERS OF THE CITY OF MADERA TRANSIT ADVISORY BOARD REPRESENTING DISTRICT 3 AND DISTRICT 5 RESPECTVELY.**

B-5 Consideration of a Resolution Appointing Muhammad Latif and Matilda Villafan to the Loan Review Committee (Report by Ivette Iraheta)

RES. NO. 19-35 **A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPOINTING MUHAMMAD LATIF AND MATILDA VILLAFAN TO THE LOAN REVIEW COMMITTEE**

B-6 Consideration of a Minute Order Authorizing the Mayor to Execute the Final Proof of Loss for Reimbursement of Repairs Totaling $10,510.32 to Police Unit 6016, a 2018 Ford Explorer (Report by Wendy Silva)

B-7 Consideration of a Resolution Accepting Public Utility Easement Deed, Offered by The Wareeth Group, LLC, at Madera Avenue and Gateway Drive, and Authorizing the City Clerk to Execute and Cause to Be Recorded, a Certificate of Acceptance (Report by Keith Helmuth)

RES. NO. 19-36 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA ACCEPTING PUBLIC UTILITY EASEMENT DEED, OFFERED BY THE WAREETH GROUP LLC, AT MADERA AVENUE AND GATEWAY DRIVE, AND AUTHORIZING THE CITY CLERK TO EXECUTE AND CAUSE TO BE RECORDED, A CERTIFICATE OF ACCEPTANCE.**

B-8 Consideration of a Resolution Accepting Public Utility Easement Deed and Public Street Easement Deed, Located Near the Northeast Corner of Pecan Avenue and Madera Avenue (SR 145), Offered by Brar Holdings, Inc. and Dealer Properties LLC, and Authorizing the City Clerk to Execute and Cause to be Recorded, a Certificate of Acceptance (Report by Keith Helmuth)

RES. NO. 19-37 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA ACCEPTING PUBLIC UTILITY EASEMENT DEED AND PUBLIC STREET EASEMENT DEED, LOCATED NEAR THE NORTHEAST CORNER OF PECAN AVENUE AND MADERA**

AVENUE (SR 145), OFFERED BY BRAR HOLDINGS, INC. AND DEALER PROPERTIES LLC, AND AUTHORIZING THE CITY CLERK TO EXECUTE AND CAUSE TO BE RECORDED, A CERTIFICATE OF ACCEPTANCE.

B-9 Consideration of a Minute Order Acceptance of the Water Main Installations at Various Locations Project, City Project No. W 16-03; and

Consideration of a Resolution Approving Funding Amendments to the City of Madera Fiscal Year 2018/19 Capital Fund Budget for Water Main Installations at Various Locations City Project No. W 16-03 (Report by Keith Helmuth)

RES. NO. 19-38 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, APPROVING FUNDING AMENDMENTS TO THE CITY OF MADERA FISCAL YEAR 2018/19 CAPITAL FUND BUDGET FOR THE WATER MAIN INSTALLATIONS AT VARIOUS LOCATIONS PROJECT, CITY PROJECT NO. W 16-03**

B-10 Consideration of a Resolution Appointing Donald Horal to the Board of Trustees of the Madera County Mosquito and Vector Control District (Report by Sonia Alvarez)

Council Member Gallegos discussed concerns she had about the appointment.

Discussion followed.

ON MOTION BY COUNCIL MEMBER HOLLEY, AND SECONDED BY COUNCIL MEMBER ROBINSON, ITEM B-10 WAS APPROVED BY A VOTE OF AYES: 5- NOES: 2.

RES. NO. 19-34 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPOINTING MS. MARIE LUNA AND MS. OTILIA MORALES AS MEMBERS OF THE CITY OF MADERA TRANSIT ADVISORY BOARD REPRESENTING DISTRICT 3 AND DISTRICT 5 RESPECTVELY.**

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

C-1 Second Reading and Consideration of Adoption of an Ordinance Rezoning Two Parcels Located in Proximity to the Intersection of Barnett Way and Gary Lane from PD-3000 (Planned Development) and PD-4500 (Planned Development) Zone District to the PD-1500 (Planned Development) Zone District (APNs: 012-270-001 and 002) (Report by Chris Boyle)

The report was presented by Planning Manager Chris Boyle.

Discussion followed.

The ordinance was read by title by the City Clerk.

ON MOTION BY COUNCIL MEMBER HOLLEY, AND SECONDED BY COUNCIL MEMBER ROBINSON, FURTHER READING WAS WAIVED, AND ITEM C-1, ORD. NO. 960 C.S. WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

ORD. NO. 960 C.S. **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING THE OFFICIAL CITY OF MADERA ZONING MAP REZONING TWO PARCELS (APN: 012-270-001, 012-270-002) FROM THE PD-3000 (PLANNED DEVELOPMENT) AND PD-4500 (PLANNED DEVELOPMENT) ZONE DISTRICTS TO THE PD-1500 (PLANNED DEVELOPMENT) ZONE DISTRICT AS IDENTIFIED WITHIN EXHIBIT "A"**

C-2 Consideration of a Resolution Approving the Award of an Emergency Contract Change Order for the Madera Wastewater Treatment Plant Rehabilitation Project in the Amount of $1,363,601 for Constructing a New Primary Effluent Pump Station, Increasing Construction Contract Contingencies by $300,000, Construction Inspection and Management Costs, and Third-Party Testing, Surveying, Biological or Consulting Services by $100,000 as Approved by the City Engineer and Approving a Budget Amendment to the Fiscal Year 2018/19 Capital Fund Adding $1,763,601 to City Project WWTP 18-02 (Report by Keith Helmuth)

The report was presented by City Engineer Keith Helmuth.

Discussion followed.

ON MOTION BY COUNCIL MEMBER HOLLEY, AND SECONDED BY COUNCIL MEMBER ROBINSON, ITEM C-2, RES. NO. 19-40 AS APPROVED BY A VOTE OF 7-0.

RES. NO. 19-40 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING THE AWARD OF AN EMERGENCY CONTRACT CHANGE ORDER FOR THE MADERA WASTEWATER TREATMENT PLANT REHABILITATION PROJECT, CITY PROJECT WWTP 18-02, IN THE AMOUNT OF $1,363,601 FOR CONSTRUCTING A NEW PRIMARY EFFLUENT PUMP STATION, INCREASING CONSTRUCTION CONTRACT CONTINGENCIES BY $300,000, CONSTRUCTION INSPECTION AND MANAGEMENT COSTS, AND THIRD-PARTY TESTING, SURVEYING, BIOLOGICAL OR CONSULTING SERVICES BY $100,000 AS APPROVED BY THE CITY ENGINEER, AND APPROVING A BUDGET AMENDMENT TO THE CITY OF MADERA FISCAL YEAR 2018/19 CAPITAL PROJECTS BUDGET ADDING $1,763,601 TO CITY PROJECT WWTP 18-02**

C-3 Consideration of a Resolution Approving a Three-Year Lease Agreement ($28,560) with Greyhound Lines, Inc. for the Lease of Property at the Madera Intermodal Facility; and

The report was presented by Grants Administrator Ivette Iraheta.

Discussion followed.

ON MOTION BY COUNCIL MEMBER MONTES, AND SECONDED BY COUNCIL MEMBER GALLEGOS, ITEM C-3(1), RES. NO. 19-41 WAS APPROVED BY A VOTE OF 7-0.

RES. NO. 19-41 **A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A THREE-YEAR LEASE AGREEMENT ($28,560) WITH GREYHOUND LINES, INC. FOR THE LEASE OF PROPERTY AT THE MADERA INTERMODAL**

FACILITY, AND AUTHORIZING THE MAYOR TO EXECUTE THE LEASE AGREEMENT ON BEHALF OF THE CITY OF MADERA

Consideration of a Resolution Approving a Three-Year Lease Agreement ($6,300) with Madera Cab Co. for the Lease of Property at the Madera Intermodal Facility, and Authorizing the Mayor to Execute the Lease Agreements on Behalf of the City of Madera (Report by Ivette Iraheta)

ON MOTION BY COUNCIL MEMBER MONTES, AND SECONDED BY COUNCIL MEMBER GALLEGOS, ITEM C-3(2), RES. NO. 19-42 WAS APPROVED BY A VOTE OF 7-0.

RES. NO. 19-42 **A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A THREE-YEAR LEASE AGREEMENT ($6,300) WITH MADERA CAB CO. FOR THE LEASE OF PROPERTY AT THE MADERA INTERMODAL FACILITY, AND AUTHORIZING THE MAYOR TO EXECUTE THE LEASE AGREEMENT ON BEHALF OF THE CITY OF MADERA**

C-4 Consideration of a Resolution Accepting a Grant Award in the Amount of $2,762,649 from the Federal Transit Administration to Support Operating and Capital Assistance for Madera Area Express and Amending the FY 2018/19 Budget (Report by Ivette Iraheta)

The report was presented by Grants Administrator Ivette Iraheta.

Discussion followed.

ON MOTION BY COUNCIL MEMBER GALLEGOS, AND SECONDED BY COUNCIL MEMBER ROBINSON, ITEM C-4, RES. NO. 19-43 WAS APPROVED BY A VOTE OF 7-0.

RES. NO. 19-43 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, ACCEPTING A GRANT AWARD IN THE AMOUNT OF $2,762,649 FROM THE FEDERAL TRANSIT ADMINISTRATION TO SUPPORT OPERATING AND CAPITAL ASSISTANCE FOR MADERA AREA EXPRESS AND AMENDING THE FISCAL YEAR 2018/19 BUDGET**

C-5 Consideration of a Resolution for Bid Award to Municipal Maintenance Equipment, Inc. for the Purchase of One Diesel PM Certified Street Sweeper in the Amount of $249,530.65 (Report by John Scarborough)

The report was presented by Public Works Operations Director John Scarborough.

Discussion followed.

ON MOTION BY COUNCIL MEMBER GALLEGOS, AND SECONDED BY COUNCIL MEMBER ROBINSON, ITEM C-5, RES. NO. 19-44 WAS APPROVED BY A VOTE OF 7-0.

RES. NO. 19-44 **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, AWARDING A BID TO MUNICIPAL MAINTENANCE EQUIPMENT, INC. FOR THE**

PURCAHSE OF ONE DIESEL PM CERTIFIED STREET SWEEPER IN THE AMOUNT OF $249,530.65.

C-6 Consideration of a Resolution of the City Council of the City of Madera, California, Approving a Special Services Agreement Between the City of Madera and William C. Statler and Authorizing the Mayor to Execute the Agreement (Report by Tim Przybyla)

The report was presented by Finance Director Tim Przybyla.

Discussion followed.

ON MOTION BY COUNCIL MEMBER ROBINSON, AND SECONDED BY COUNCIL MEMBER RODRIGUEZ, ITEM C-6, RES. NO. 19-45 WAS APPROVED BY A VOTE OF 7-0.

RES. NO. 19-45 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING A SPECIAL SERVICES AGREEMENT BETWEEN THE CITY OF MADERA AND WILLIAM C. STATLER AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT**

D. WRITTEN COMMUNICATIONS: None.

E. ADMINISTRATIVE REPORTS

E-1 Consideration of a Minute Order Approving and Accepting the City of Madera Investment Report for the Quarter Ending December 31, 2018 (Report by Tim Przybyla)

The report was presented by Finance Director Tim Przybyla.

Discussion followed.

ON MOTION BY COUNCIL MEMBER HOLLEY, AND SECONDED BY COUNCIL MEMBER ROBINSON, ITEM E-1, MINUTE ORDER APPROVING AND ACCEPTING CITY OF MADERA INVESTMENT REPORT FOR QUARTER ENDING DECEMBER 31, 2018 WAS APPROVED BY A VOTE OF 7-0.

E. ADMINISTRATIVE REPORTS - SPECIAL MEETING AGENDA

E-1 Request for Direction on Obtaining Interim Legal Services and Next Steps in Filling the City Attorney Vacancy (Report by Arnoldo Rodriguez)

The report was presented by City Manager Arnoldo Rodriguez.

Discussion followed.

Council provided direction on both short-term and long-term legal services:
Short-term: Human Resources Department and City Manager will handle temporary legal services.

Long-term: Ad Hoc Committee made of Council Members Garcia and Rodriguez are to work with Human Resources Department and City Manager to develop Request for Proposal (RFP) for City Attorney position and a separate RFP for contract legal services.

F. COUNCIL REPORTS

Council Member Gallegos thanked Code Enforcement Officer Nicholas Salinas for years of service.

Council Member Garcia thanked City Manager Arnoldo Rodriguez for allowing him to sit in on a Code Enforcement meeting.

Mayor Pro-Tem Montes also thanked Code Enforcement Officer Nicholas Salinas. He thanked Chief of Police Dino Lawson for ride along with Madera Police Department

Mayor Medellin reported that he attended a meeting in Sacramento with the Inland California Rising Coalition. The coalition is made of 17 counties representing 11 million people. He discussed widening of Highway 99 in Madera and environmental reviews of Avenue 7 and Avenue 12.

Mayor Medellin thanked Engineering Department for providing information on SB1 and other tax money.

Mayor Medellin also reported that he and Council Member Garcia attended ribbon cutting ceremony for new Camarena Center in Downtown area. He thanked Camarena Health Care Centers for the services they provide and for investing in the Downtown area.

No other reports were given.

G. CLOSED SESSION

G-1 Closed Session Announcement – City Attorney

The Council adjourned to closed session at 9:48 p.m. to discuss the items as listed on the agenda.

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

(A) Agency Designated Representatives: Arnoldo Rodriguez

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

(B) Agency Designated Representatives: Andy Medellin, Jose Rodriguez, Donald Holley

Unrepresented Positions: City Attorney, City Clerk, City Manager

G-3 Conference with Legal Counsel – Pending Litigation pursuant to Government Code §54956.9(d)(1) – 1 case: Johnnie Smith WCAB No. ADJ10868300

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

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

G-5 Closed Session Report – City Attorney

The Council returned from closed session at 11:17 p.m. with Council Members Medellin, Montes, Gallegos, Rodriguez and Garcia: Council Member Holley left at 11:05 p.m. and Council Member Robinson left at 11:10 p.m.

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

ADJOURNMENT - The meeting was adjourned at 11:20 p.m. Next regular meeting March 6, 2019.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

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

CLAUDIA MENDOZA, Interim City Clerk

ANDREW J. MEDELLIN, Mayor

RETURN TO AGENDA

Item:	B-1
Minutes for:	03/06/19
Adopted:	06/05/19

MINUTES OF A REGULAR MEETING OF THE MADERA CITY COUNCIL;
SPECIAL MEETING OF THE MADERA CITY COUNCIL AS THE GROUNDWATER SUSTAINABILITY AGENCY;
AND SPECIAL MEETING OF THE MADERA CITY COUNCIL

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

CALL TO ORDER – The meeting was called to order at 6:02 p.m.

ROLL CALL:

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

Absent: **None.**

Others present were City Manager Arnoldo Rodriguez, Temporary City Attorney Michael Youril (Liebert Cassidy Whitmore), City Clerk Sonia Alvarez, Director of Community Development David Merchen, Human Resources Director Wendy Silva, Director of Financial Services Tim Przybyla, City Engineer Keith Helmuth, Information Services Manager Mark Souders, Public Works Operations Director John Scarborough, Director of Parks and Community Services Mary Anne Seay, Grant Administrator Ivette Iraheta, Chief Building Official Steve Woodworth, Acting Planning Manager Chris Boyle, Lieutenant Josiah Arnold, Battalion Chief Jim Forga and Anthony Garcia.

INVOCATION: Pastor Tim Echevarria, New Harvest Christian Fellowship

PLEDGE OF ALLEGIANCE: Mayor Medellin

PUBLIC COMMENT:

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

Linda Hatfield announced that the Grand Jury is recruiting for 2019/2020.

Khalid Chaudry commented on is concerns with management salaries.

Jim Forga and Anthony Garcia (Battalion Chiefs') provided overview on recent downtown fire.

April Molina announced Love Madera website is open for project sign ups.

No other comments given.

PRESENTATIONS

Presentation on the Big Brothers Big Sisters Program and Services in Madera (Diane Phakonekham, Executive Director)

Diane Phakonekham, Executive Director of Big Brothers, Big Sisters Program presented City Council with the different programs that they have and upcoming events. Ms. Phakonekham also encouraged participation from citizens and council.

INTRODUCTIONS None.

A. WORKSHOP

A-1 League of California Cities Overview (Raj Rakkar, Regional Public Affairs Manager)

Raj Rakkar, Regional Public Affairs Manager with the California League of Cities provided City Council with presentation discussing the services the league provides.

B. CONSENT CALENDAR

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

Council Member Rodriguez pulled item B-5 for discussion.

ON MOTION BY COUNCIL MEMBER HOLLEY, AND SECONDED BY COUNCIL MEMBER GALLEGOS, THE CONSENT CALENDAR, WITH THE EXCEPTION OF ITEMS B-5, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

B-1 Minutes – 03/07/18, 01/02/19

B-2 Register of Audited Demands 2/12/19 – 2/22/19 (Report by Tim Przybyla)

B-3 Water Conservation Report for 1/21/19 – 2/17/19 (Report by John Scarborough)

B-4 Informational Report on Personnel Activity (Report by Wendy Silva)

B-5 Consideration of a Minute Order Rejecting a Claim filed by Robert Wilson (Report by Wendy Silva)

Council Member Rodriguez asked Human Resources Director Wendy Silva to take them through the process when a claim is filed.

Discussion followed.

ON MOTION BY COUNCIL MEMBER RODRIGUEZ, AND SECONDED BY COUNCIL MEMBER MONTES, ITEM B-5, MINUTE ORDER REJECTING CLAIM FILED BY ROBERT WILSON WAS APPROVED BY A VOTE OF AYES: 5; NOES 1; ABSTAIN: 1.

B-6 Consideration of a Resolution Appointing Mr. Steve Salter as a Member of the City of Madera Transit Advisory Board Representing District 4 (Council Member Derek Robinson) (Report by Ivette Iraheta)

RES NO. 19-47 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPOINTING MR. STEVE SALTER AS A MEMBER OF THE CITY OF MADERA TRANSIT ADVISORY BOARD REPRESENTING DISTRICT 4 (COUNCIL MEMBER DEREK ROBINSON)

B-7 Consideration of a Resolution Approving a Host Agency Agreement between the Senior, Employment and Redevelopment (SER) Program and the City of Madera for Senior Employment Services, Authorizing the Mayor to Execute the Agreement on Behalf of the City, and Authorizing Impacted Department Directors to Execute Individual Worksite Agreements (Report by Mary Anne Seay)

RES. NO. 19-48 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING A HOST AGENCY AGREEMENT BETWEEN THE SER SCSEP AND THE CITY OF MADERA FOR SENIOR EMPLOYMENT SERVICES, AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY, AND AUTHORIZING IMPACTED DEPARTMENT DIRECTORS TO EXECUTE INDIVIDUAL WORKSITE AGREEMENTS.

B-8 Consideration of a Resolution Approving an Agreement with the Kings View Skills4Success Program to Provide Paid Work Experience for Madera Youth, Authorizing the Mayor to Execute the Agreement on Behalf of the City, and Authorizing Impacted Department Directors to Execute Individual Worksite Agreements (Report by Mary Anne Seay)

RES. NO. 19-49 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING AN AGREEMENT WITH KINGS VIEW SKILLS4SUCCESS PROGRAM TO PROVIDE PAID WORK EXPERIENCE FOR MADERA YOU, AUHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY, AND AUTHORIZING IMPACTED DEPARTMENT DIRECTORS TO EXECUTE INDIVIDUAL WORKSITE AGREEMENTS FOR PROGRAM PARTICIPANTS

B-9 Consideration of a Resolution Approving the Madera County Arts Authority First Amended Joint Powers Agreement and Authorizing the Mayor to Execute the Agreement (Report by David Merchen)

RES. NO. 19-50 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING THE MADERA COUNTY ARTS AUTHORITY FIRST AMENDED JOINT POWERSS AGREEMENT AND AUTHRIZING THE MAYOR TO EXECUTE THE AGREEMENT

B-10 Consideration of a Resolution Approving Annexation of Lots 3-6 of Sierra Vista Homes Phase II Subdivision into Zone of Benefit 44; Confirming the Diagram and Assessment for City Wide Landscape and Lighting Assessment District Zone of Benefit 44 for Fiscal Year 2019/2020; Authorizing the Mayor to Execute the Covenant on Behalf of the City and Authorizing the City Clerk to File the Diagram and Assessment with the Madera County Auditor; and

RES. NO. 19-51 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING ANNEXATION OF LOTS 3-6 OF SIERRA VISTA HOMES PHASE II SUBDIVISION INTO ZONE OF BENEFIT 44; CONFIRMING THE DIAGRAM AND ASSESSMENT FOR CITY WIDE LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT ZONE OF BENEFIT 44 FOR FISCAL YEAR 2019/2020; AUTHORIZING THE MAYOR TO EXECUTE THE COVENANT ON BEHALF OF THE CITY AND AUTHORIZING THE CITY CLERK TO FILE THE DIAGRAM AND ASSESSMENT WITH THE MADERA COUNTY AUDITOR

Consideration of a Resolution Approving Annexation of Cloeters Parcel Map 18-P-04 into Zone of Benefit 4; Confirming the Diagram and Assessment for City Wide Landscape and Lighting Assessment District Zone of Benefit 4 for Fiscal Year 2019/2020; Authorizing the Mayor to Execute the Covenant on Behalf of the City and Authorizing the City Clerk to File the Diagram and Assessment with the Madera County Auditor (Report by Keith Helmuth)

RES. NO. 19-52 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING ANNEXATION OF CLOETERS PARCEL MAP 18-P-04 INTO ZONE OF BENEFIT 4; CONFIRMING THE DIAGRAM AND ASSESSMENT FOR CIITY WIDE LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT ZONE OF BENEFIT 4 FOR FISCAL YEAR 2019/20202; AUTHORIZING THE MAYOR TO EXECUTE THE COVENANT ON BEHALF OF THE CITY AND AUTHORIZING THE CITY CLERK TO FILE THE DIAGRAM AND ASSESSMENT WITH THE MADERA COUNTY AUDITOR

B-11 Consideration of a Resolution Approving an Agreement with Pacific Gas and Electric Company for a Rule 21 Detail Study for Solar Array Interconnection at the City of Madera, Madera Municipal Airport and Authorizing the Mayor to Sign the Agreement on Behalf of the City (Report by John Scarborough)

RES. NO. 19-46 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING AN AGREEMENT WITH PACIFIC GAS AND ELECTRIC COMPANY FOR RULE 21 DETAIL STUDY FOR SOLAR ARRAY INTERCONNECTION AT THE CITY OF MADERA, MADERA MUNICPAL AIRPORT AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT ON BEHALF OF THE CITY. (ITEM B-11)

City Clerk made late distribution announcement regarding item C-2.

Mayor announced that staff pulled items C-2 and C-3 from agenda and will be brought back at a future meeting.

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

C-1 A Noticed Public Hearing and Consideration of Introduction of an Ordinance Prezoning Approximately 20 acres of Property Located South and West of the Intersection of Ellis Street and North D Street into the PD-6000 (Planned Development) Zone District (Report by Chris Boyle)

Item was taken out of order and was discussed after Item D-1.

The report was presented by Planning Manager Chris Boyle.

Discussion followed.

Mayor Medellin opened the public hearing.

April Molina asked questions about the location of the annexation.

Mayor Medellin closed the public hearing.

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

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

INTRO. ORD. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING THE OFFICIAL CITY OF MADERA ZONING MAP TO PREZONE APPROXIMATLEY 20 ACRES OF PROPERTY LOCATED SOUTH AND WEST OF THE INTERSECTION OF ELLIS STREET AND NORTH D STREET INTO THE PD-6000 (PLANNED DEVELOPMENT) ZONE DISTRICT.

C-2 Consideration of a Resolution Approving Employment Agreements with the Grant Administrator, Director of Community Development, City Engineer, Director of Parks & Community Services, Chief of Police, Chief Building Official, Information Services Manager, Director of Financial Services, and Director of Human Resources; and

Consideration of a Resolution Setting the Assigned Salary Ranges for the Positions of Director of Community Development and City Engineer (Report by Wendy Silva)

Mayor pulled items C-2 from agenda and will be brought back at a future meeting.

C-3 Consideration of a Resolution Amending the City Manager's Employment Agreement and Authorizing the Mayor to Execute the Agreement (Report by Wendy Silva)

Mayor pulled item C-3 from agenda and will be brought back at a future meeting.

D. WRITTEN COMMUNICATIONS:

D-1 Consideration of a Written Request by the Madera Unified School District Seeking Council Approval to Cover the Cost of Permit, Police and Public Works Fees in Conjunction with the Every 15 Minutes Campaign (Isaac Lopez, Director of Student Activities; Report by Josiah Arnold)

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

The report was presented by Lieutenant Josiah Arnold. He introduced representatives and students from Madera Unified School District. They provided information on the Every 15 Minutes event.

Victor Montes discussed concerns with police parking near schools. He feels sometimes they are hiding and handing out tickets and it would be better use of resources to have the police officers visible.

Discussion followed.

ON MOTION BY COUNCIL MEMBER GALLEGOS, AND SECONDED BY COUNCIL MEMBER ROBINSON, ITEM D-1, APPROVING COSTS OF PERMIT, POLICE AND PUBLIC WORKS FEES WITH THE EVERY 15 MINUTES CAMPAIGN BY A VOTE OF 7-0.

E. ADMINISTRATIVE REPORTS

E-1 Request for Direction on Filling the City Clerk Position (Report by Wendy Silva)

The report was presented by City Manager.

Discussion followed.

Council provided direction on filling the City Clerk position for both out of class process and full-time permanent position:

Short Term: City Manager will handle internal out of class process.
Long-term: Ad Hoc Committee made of Council Members Montes and Gallegos are to work with Human Resources Department reviewing applications. The City Council will conduct interviews and Ad Hoc Committee will negotiate contract.

ON MOTION BY COUNCIL MEMBER GALLEGOS, AND SECONDED BY COUNCIL MEMBER ROBINSON, ITEM E-1, APPROVING DIRECTION PROVIDED BY CITY COUNCIL FOR THE TEMPORARY ASSIGNMENT AND FULL-TIME CITY CLERK POSITION WAS APPROVED BY A VOTE OF 7-0.

F. COUNCIL REPORTS

Council Member Robinson attended the Community Action Partnership meeting today.

Council Member Rodriguez thought it would be prudent for the City Council to have a LAFCO workshop.

Mayor Medellin thanked with the assistance from the Police Department, Fire Department and Public Works. He also thanked the community for the support. As we move forward we have an opportunity to change the way downtown looks.

Mayor also reported that we sent our Super Bowl gift basket back east.

No other reports were given.

G. CLOSED SESSION

G-1 Closed Session Announcement – City Attorney

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

Agency Designated Representatives: Arnoldo Rodriguez, Wendy Silva

Unrepresented Positions: City Clerk, City Attorney

G-3 Property: 2 Parcels
City of Madera APNs: 009-331-010 and 011
Agency Negotiators: Arnoldo Rodriguez, David Merchen
Negotiating Party: TranPak, Inc
Under Negotiations: Price and Terms

G-4 Closed Session Report – City Attorney

G. CLOSED SESSION – SPECIAL MEETING

G-1 Closed Session Announcement – City Attorney

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

Agency Designated Representatives: Arnoldo Rodriguez

Unrepresented Positions:
Grant Administrator, Director of Community Development, City Engineer, Director of Parks & Community Services, Chief of Police, Chief Building Official, Information Services Manager, Director of Financial Services, and Director of Human Resources

G-3 PERSONNEL EVALUATION--Pursuant to Government Code §54957

Position: City Manager

G-4 Closed Session Report – City Attorney

The Council returned from closed session at 10:37 p.m. with all Council Members present.

There was no reportable action for items G-2 through G-3 on the Regular Meeting Agenda.

There was no reportable action for items G-2 through G-3 on the Special Meeting Agenda.

ADJOURNMENT - The meeting was adjourned at 10:39 p.m. Next regular meeting March 20, 2019.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

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

CLAUDIA MENDOZA, Interim City Clerk

ANDREW J. MEDELLIN, Mayor

RETURN TO AGENDA

Item:	B-1
Minutes for:	03/20/19
Adopted:	06/05/19

MINUTES OF A REGULAR MEETING OF THE MADERA CITY COUNCIL

March 20, 2019 **Council Chambers**
6:00 p.m. **City Hall**

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

ROLL CALL:

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

Absent: **None.**

Others present were City Manager Arnoldo Rodriguez, Temporary City Attorney Michael Youril (Liebert Cassidy Whitmore), Deputy City Clerk Zelda Leon, Director of Community Development David Merchen, Human Resources Director Wendy Silva, Director of Financial Services Tim Przybyla, Chief of Police Dino Lawson, City Engineer Keith Helmuth, Information Services Manager Mark Souders, Public Works Operations Director John Scarborough, Director of Parks and Community Services Mary Anne Seay, Grant Administrator Ivette Iraheta, Chief Building Official Steve Woodworth, Acting Planning Manager Chris Boyle, Battalion Chief Anthony Garcia, Commander Gino Chiaramonte, Engineering Project Coordinator Ellen Bitter, Deputy City Engineer Jose Aguilar.

INVOCATION: Pastor Patrick Luna, New Harvest Christian Fellowship

PLEDGE OF ALLEGIANCE: Mayor Medellin

PUBLIC COMMENT:

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

Ron Montoya discussed his concerns with allegations of Mayor not paying taxes, CFD (Community Facilities Districts) taxes, and sink holes on Knox Street. He is unsure if the Mayor has paid his taxes but it is public information. He applauded City Manager Rodriguez for recognizing the City employees in orange.

David (no last name given) spoke about IPCC global climate. He also mentioned that grade schools around the world participated in global strikes on Friday, but he has not heard if any schools in Madera joined in.

No other comments given.

Deputy City Clerk made late distribution announcement regarding item E-1.

PRESENTATIONS

1. Update on Madera County Library Improvements (Patrick Fitzgerald, County Librarian)

Patrick Fitzgerald with Madera County Library and Jorge Mendoza with Madera County provided update on the improvements on the Madera County Library.

2. Recognition of the Madera South High School Soccer Team

Mayor announced that Presentation 2 will be brought back at a future meeting.

INTRODUCTIONS None.

A. WORKSHOP None.

B. CONSENT CALENDAR

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

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

B-1 Minutes – 04/07/18

B-2 Warrant Disbursement Report 02.23-03.08.19 (Report by Tim Przybyla)

B-3 Consideration of a Resolution Adopting the 2019-2022 City of Madera Title VI Program Update (Report by Ivette Iraheta)

RES. NO. 19-53 A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA, CALIFORNIA, ADOPTING THE 2019-2022 CITY OF MADERA TITLE IV PROGRAM UPDATE.

B-4 Consideration of a Minute Order Declaring Certain Property to be Surplus (Report by Rosa Hernandez)

B-5 Consideration of a Resolution Appointing Jerry Holiday to the City of Madera Airport Advisory Commission Representing District 1 (Council Member Cece Gallegos) (Report by John Scarborough)

RES. NO. 19-54 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPOINTING JERRY HOLIDAY TO THE CITY OF MADERA AIRPORT ADVISORY COMMISSION REPRESENTING DISTRICT 1 (COUNCIL MEMBER CECE GALLEGOS)**

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

C-1 Second Reading and Consideration of Adoption of an Ordinance Prezoning Approximately 20 Acres of Property Located South and West of the Intersection of Ellis Street and North D Street into the PD-6000 (Planned Development) Zone District (Report by Chris Boyle)

The report was presented by Planning Manager Chris Boyle.

Mayor Medellin opened the public hearing.

With no public comments, Mayor Medellin closed the public hearing.

The ordinance was read by title by Deputy City Clerk.

ON MOTION BY COUNCIL MEMBER HOLLEY, AND SECONDED BY COUNCIL MEMBER GALLEGOS, FURTHER READING WAS WAIVED, AND ITEM C-1, ORD. NO. 961 C.S., WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

ORD. 961 C.S. **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING THE OFFICIAL CITY OF MADERA ZONING MAP TO PREZONE APPROXIMATELY 20 ACRES OF PROPERTY LOCATED SOUTH AND WEST OF THE INTERSECTION OF ELLIS STREET AND NORTH D STREET INTO THE PD-6000 (PLANNED DEVELOPMENT) ZONE DISTRICT.**

C-2 Consideration of a Resolution Approving Agreement with Quad Knopf Inc. in the Amount of $42,780 for Professional Engineering Services for Rule 20B Utility Underground Conversion as related to AT&T Facilities for the Olive Avenue Widening Project from Gateway Drive to Knox Street (Report by Keith Helmuth)

Engineering Project Coordinator Ellen Bitter, Deputy City Engineer Jose Aguilar and City Engineer Keith Helmuth presented information regarding the agreement with Quad Knopf Inc.

Discussion followed.

ON MOTION BY COUNCIL MEMBER HOLLEY, AND SECONDED BY COUNCIL MEMBER GALLEGOS, ITEM C-2, RES. NO. 19-55, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

RES. NO. 19-55 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, APPROVING AN AGREEMENT WITH QUAD KNOPF, INC. IN THE AMOUNT OF $42,780 FOR PROFESSIONAL ENGINEERING SERVICES FOR RULE 20B UTILITY UNDERGROUND CONVERSION AS RELATES TO AT&T FACILITIES AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT.**

C-3 Consideration of a Resolution Setting the Salary Range for the Job Classifications of City Clerk and City Attorney (Report by Wendy Silva)

Human Resources Director Wendy Silva presented staff report.

No questions or comments were offered.

ON MOTION BY COUNCIL MEMBER HOLLEY, AND SECONDED BY COUNCIL MEMBER ROBINSON, ITEM C-3, RES. NO. 19-56, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

RES. NO. 19-56 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA SETTING THE ASSIGNED SALARY RANGES FOR THE CLASSIFICATIONS OF CITY CLERK AND CITY ATTORNEY**

D. WRITTEN COMMUNICATIONS None.

E. ADMINISTRATIVE REPORTS

E-1 Consideration of a Minute Order Approving the Madera County Economic Development Commission 2019/2020 Annual Basic Service Level Budget (Report by Bobby Kahn)

Executive Director of Madera County Economic Development Commission Bobby Kahn presented budget to City Council.

Discussion followed.

City Manager Arnoldo Rodriguez recommended that this item be brought back at the April 3, 2019 meeting.

ON MOTION BY COUNCIL MEMBER GARCIA, AND SECONDED BY COUNCIL MEMBER RODRIGUEZ, TO TABLE ITEM E-1 UNTIL REGULAR MEETING OF APRIL 3, 2019 WAS APPROVED UNANIMOUSLY BY A VOTE OF 7-0.

F. COUNCIL REPORTS

Council Member Rodriguez attended Madera County Transportation Commission meeting where they adopted the draft San Joaquin Joint Powers Authority Business Plan. He would like a workshop or some townhall meetings to discuss transportation hubs.

No other reports were given.

G. CLOSED SESSION

G-1 Closed Session Announcement – City Attorney

The Council adjourned to closed session at 7:31 p.m. to discuss the items as listed on the agenda.

G-2 Conference with Labor Negotiators Pursuant to Government Code §54957.6
Agency Designated Representatives: Arnoldo Rodriguez
Unrepresented Positions:
Director of Community Development, Police Chief, Grant Administrator, City Engineer, Information Services Manager, Director of Parks & Community Services, Chief Building Official, Director of Financial Services, Director of Human Resources and Public Works Operations Director

G-3 PERFORMANCE EVALUATION--Pursuant to Government Code §54957
Positions:
City Manager, Director of Community Development, Police Chief, Grant Administrator, City Engineer, Information Services Manager, Director of Parks & Community Services, Chief Building Official, Director of Financial Services, and Director of Human Resources

G-4 Conference with Legal Counsel – Anticipated Litigation
Significant exposure to litigation pursuant to Section 54956.9(d)(2): 2 cases

G-5 Closed Session Report – City Attorney

The Council returned from closed session at 11:35 p.m. with Council Members Medellin, Montes, Gallegos, Rodriguez, Robinson, and Garcia. Council Member Holley left at 10:56 p.m.

There was no reportable action for items G-2 through G-4 on the Special Meeting Agenda.

ADJOURNMENT - The meeting was adjourned at 11:06 p.m. Next regular meeting April 3, 2019.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

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

CLAUDIA MENDOZA, Interim City Clerk

ANDREW J. MEDELLIN, Mayor

RETURN TO AGENDA

Item:	B-1
Minutes for:	04/03/19
Adopted:	06/05/19

MINUTES OF A REGULAR MEETING OF THE MADERA CITY COUNCIL;
SPECIAL MEETING OF THE MADERA CITY COUNCIL AS THE GROUNDWATER SUSTAINABILITY AGENCY;
AND SPECIAL MEETING OF THE MADERA PUBLIC FINANCING AUTHORITY

April 3, 2019 **Council Chambers**
6:00 p.m. **City Hall**

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

ROLL CALL:

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

Absent: **None.**

Others present were City Manager Arnoldo Rodriguez, Temporary City Attorney Eileen O'Hare Anderson (Liebert Cassidy Whitmore), Interim City Clerk Claudia Mendoza, Human Resources Director Wendy Silva, Director of Financial Services Tim Przybyla, Chief of Police Dino Lawson, City Engineer Keith Helmuth, Information Services Manager Mark Souders, Public Works Operations Director John Scarborough, Grant Administrator Ivette Iraheta, Chief Building Official Steve Woodworth, Acting Planning Manager Chris Boyle, and Commander Gino Chiaramonte.

INVOCATION: Pastor Joyce Lane of Glory of Zion

PLEDGE OF ALLEGIANCE: Mayor Medellin

PUBLIC COMMENT:

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

Roseanne Bonilla resigned from the Beautification Committee because former Parks Director contract was not renewed.

Dynette Fernandez resigned from the Beautification Committee due to Parks Director contract not being renewed.

Kristy Anderson resigned from the Beautification Committee due to Parks Director contract not being renewed.

Ron Montoya thanked City for fixing wall at Olive and Knox and city-wide cleanup. He also acknowledged and appreciates the Police presence. On Sunday night they lost another cat. Mr. Montoya stated that it is not okay for the Mayor to owe so much money in tax liens.

Khalid Chaudry thanked City Council for removing two of the overpaid department heads. The residents are pleased. He also discussed health insurance premiums received by Mayor and one other council member.

April Molina stated that she attended March 25, 2019 meeting and expressed disappointment on remarks made by Council Member Rodriguez and Council Member Garcia about Item E-1 and the report given by Madera County Economic Development Commission Bobby Kahn.

No other comments given.

PRESENTATIONS

Mayor indicated that Presentation 2 would be heard first in this section.

1. Recognition of the Madera South High School Soccer Team

Mayor Medellin presented the Madera Sough High School Soccer Team with Certificates of Recognition, personalized banner and soccer ball with City logo.

2. Presentation on Partnership with Madera District Fair (Tom Mitchell, CEO)

This item was presented before Presentation 1.

Tom Mitchell with Madera District Fair provided information about their partnership with Parks Department. Mr. Mitchell also provided the City Council with upcoming events.

3. Oath of Office - City-Wide Madera Youth Commission (Katrina Ruiz)

Katrina Ruiz provided information about the Youth Leadership Institute (YLI). The Commission brings youth to the table and works to institutionalize youth voice in the decision-making process.

City Clerk gave Oath of Office to Youth Leadership Institute Commissioners.

INTRODUCTIONS None.

A. WORKSHOP None.

B. CONSENT CALENDAR

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

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

B-1 Minutes – No Minutes for Consideration

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

B-3 Water Conservation Report for 02/18/19 – 03/17/19 (Report by John Scarborough)

B-4 Informational Report on Personnel Activity (Report by Wendy Silva)

B-5 Consideration of Resolution Recognizing the Importance of the 2020 U.S. Census and Helping to Ensure a Complete, Fair, and Accurate Count of All Californians (Report by Christopher Boyle)

RES. NO. 19-57 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA TO SUPPORT THE 2020 U.S. CENSUS AND HELPING TO ENSURE A COMPLETE, FAIR, AND ACCURATE COUNT OF ALL CALIFORNIANS.

B-6 Consideration of a Minute Order Authorizing the Mayor to Execute the Partial Proof of Loss for Reimbursement for Estimated Fire Repairs Totaling $178,224.85 to 5 East Yosemite (Report by Wendy Silva)

B-7 Consideration of a Resolution Authorizing Submittal of Application(s) for CalRecycle Local Government Waste Tire Amnesty Grants for a Period of Five (5) Years (Report by Brian Esteves)

RES NO. 19-58 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA AUTHORIZING SUBMITTAL OF APPLICATION(S) FOR CALRECYLE LOCAL GOVERNMENT WASTE TIRE AMNESTY GRANTS FOR A PERIOD OF FIVE YEARS.

B-8 Consideration of a Resolution of the Governing Board of the Madera Public Financing Authority (MPFA) Establishing Regular Meeting Dates (Report by Tim Przybyla)

MPFA RES. 19-01 A RESOLUTION OF THE GOVERNING BOARD OF THE MADERA PUBLIC FINANCING AUTHORITY ESTABLISHING REGULAR MEETING DATES.

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

C-1 Public Hearing to Consider the Block Grant Commission's Community Development Block Grant Recommendations for the 2019/2020 Action Plan and Request for Council to Approve the Allocations (Report by Ivette Iraheta)

The report was presented by Grants Administrator Ivette Iraheta and Block Grant Commission's Chair, Mr. Ken Hutchings. They provided the City Council with an overview of how the commission arrived at their allocation recommendations. Mr. Hutchings also stated that the commission may have recommended different allocations based on the letter received from HUD after commission meeting.

Following discussion, Council consensus was reached to table item C-1 due to the late distribution letter received. Item will be brought back at May 1, 2019 meeting.

ON MOTION BY COUNCIL MEMBER RODRIGUEZ, AND SECONDED BY COUNCIL MEMBER ROBINSON, TO TABLE ITEM C-1 UNTIL REGULAR MEETING OF MAY 1, 2019 WAS APPROVED BY A VOTE OF 5-2. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS MONTES, GALLEGOS, RODRIGUEZ ROBINSON; NOES: 0; ABSENT: 0; ABSTAIN: COUNCIL MEMBERS GARCIA AND HOLLEY.

C-2 Consideration of a Resolution Approving Employment Agreements with the Grant Administrator, City Engineer, Chief of Police, Chief Building Official, Information Services Manager, Director of Financial Services, and Director of Human Resources; and

Consideration of a Resolution Setting the Assigned Salary Range for the Position of City Engineer (Report by Wendy Silva)

The report was presented by City Manager Arnoldo Rodriguez.

Announcement made by Mayor Medellin:
Pursuant to Government Code§ 54953 (c) (3), prior to taking action on this item, if approved, the proposed Employment Agreements for the listed positions will modify the offered benefit package, most notably as it relates to the type and amount of paid leave available, reduce the annual leave cash-out provision, eliminate management incentive pay, reduce sick leave cash-out at separation, eliminate automobile allowances, and eliminate City-paid medical insurance in retirement for individuals who do not already have more than fifteen years of City service. The action will also modify the assigned salary ranges for the positions of City Engineer.

Council Member Garcia stated that he felt the salary cuts did not go far enough.

ON MOTION BY COUNCIL MEMBER HOLLEY, AND SECONDED BY COUNCIL MEMBER GALLEGOS, ITEM C-2, RES. NO. 19-59, WAS ADOPTED BY A ROLL CALL VOTE OF 6-1. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS MONTES, GALLEGOS, RODRIGUEZ, ROBINSON, AND HOLLEY; NOES: COUNCIL MEMBER GARCIA; ABSENT: 0; ABSTAIN: 0.

RES. NO. 19-59 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING EMPLOYMENT AGREEMENTS WITH THE GRANT ADMINISTRATOR, CITY ENGINEER, CHIEF OF POLICE, CHIEF BUILDING OFFICIAL, INFORMATION SERVICES MANAGER, DIRECTOR OF FINANCIAL SERVICES, AND DIRECTOR OF

HUMAN RESOURCES AND AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS.

ON MOTION BY COUNCIL MEMBER GALLEGOS, AND SECONDED BY COUNCIL MEMBER HOLLEY, ITEM C-2, RES. NO. 19-60, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

RES. NO. 19-60 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA SETTING THE ASSIGNED SALARY RANGE FOR THE POSITION OF CITY ENGINEER.**

C-3 Consideration of a Resolution Amending the City Manager's Employment Agreement (Report by Wendy Silva)

The report was presented by City Manager Arnoldo Rodriguez.

No questions or comments were offered.

Announcement made by Mayor Medellin:
Pursuant to Government Code§ 54953 (c) (3), prior to taking action on this item, if approved, the proposed amendment to the City Manager's Employment Agreement will stop his monthly automobile allowance.

ON MOTION BY COUNCIL MEMBER GALLEGOS, AND SECONDED BY COUNCIL MEMBER HOLLEY, ITEM C-3, RES. NO. 19-61, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

RES. NO. 19-61 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING AN AMENDMENT TO THE CITY MANAGER'S AT-WILL EMPLOYMENT AGREEMENT AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT.**

D. WRITTEN COMMUNICATIONS None.

E. ADMINISTRATIVE REPORTS

E-1 Consideration of a Minute Order Approving the Madera County Economic Development Commission 2019/2020 Annual Basic Service Level Budget (Report by Bobby Kahn)

Executive Director of Madera County Economic Development Commission Bobby Kahn presented budget to City Council.

Discussion followed.

ON MOTION BY COUNCIL MEMBER GARCIA, AND SECONDED BY COUNCIL MEMBER GALLEGOS, MINUTE ORDER FOR ITEM E-1 WAS APPROVED UNANIMOUSLY BY A VOTE OF 7-0.

E-2 Mid-Year Operational Budget Report and Consideration of a Resolution Authorizing and Approving Amendments to the City's Fiscal Year (FY) 2018/2019 (18/19) Budget (Report by Tim Przybyla)

Following discussion, Council consensus was reached to table item E-2. Item will be brought back at the April 10, 2019 Special City Council Meeting.

ON MOTION BY COUNCIL MEMBER GARCIA, AND SECONDED BY COUNCIL MEMBER GALLEGOS, TO TABLE ITEM E-2 UNTIL SPECIAL MEETING OF APRIL 10, 2019 WAS APPROVED BY A VOTE. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS MONTES, GALLEGOS, RODRIGUEZ, ROBINSON, AND GARCIA; NOES: NONE; ABSENT: COUNCIL MEMBER HOLLEY; ABSTAIN: 0.

E-3 Discussion and Direction from the City Council as to the Type of Sale and Term of the Proposed Lease Revenue Bonds to Finance the Fire Station Project (Report by Tim Przybyla)

Item E-3 was reported earlier in the meeting immediately following Item C-1 of the agenda.

The report was presented by the Director of Financial Services Tim Przybyla and the City's Municipal Advisor Ken Dieker of Del Rio Advisors.

Following discussion, Council consensus was to move forward with proposed lease revenue bonds.

ON MOTION BY COUNCIL MEMBER HOLLEY, AND SECONDED BY COUNCIL MEMBER ROBINSON, TO MOVE FORWARD WITH PROPOSED LEASE REVENUE BONDS TO FINANCE FIRE STATION PROJECT, WAS APPROVED UNANIMOUSLY BY A VOTE OF 7-0.

F. COUNCIL REPORTS

No reports were given.

G. CLOSED SESSION

G-1 Closed Session Announcement – City Attorney

The Council adjourned to closed session at 11:04 p.m. to discuss the items as listed on the agenda.

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

Agency Designated Representatives: Arnoldo Rodriguez & Wendy Silva
Employee Organizations: General Bargaining Unit
Madera Police Officers' Association
Mid-Management Employee Group
Law Enforcement Mid-Management Group

G-3 Conference with Legal Counsel - Existing Litigation. Subdivision (d)(1) of Government Code §54956.9 One case: MCA 1803, LLC, et al. v. City of Madera MCV073252

G-4: Property: 2 Parcels
City of Madera
APNs: 009-331-010 and 011 (Freedom Industrial Park)
Agency Negotiator(s): Arnoldo Rodriguez

Negotiating Party: TranPak, Inc
Under Negotiations: Price and Terms

G-5 Closed Session Report – City Attorney

The Council returned from closed session at 11:56 p.m. with Council Members Medellin, Montes, Gallegos, Rodriguez, Robinson, and Garcia. Council Member Holley left at 11:00 p.m.

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

ADJOURNMENT - The meeting was adjourned at 11:58 p.m. Next regular meeting April 17, 2019.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

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

CLAUDIA MENDOZA, Interim City Clerk

ANDREW J. MEDELLIN, Mayor

RETURN TO AGENDA

Item:	B-1
Minutes for:	04/04/19
Adopted:	06/05/19

MINUTES OF THE SPECIAL MEETING OF THE MADERA CITY COUNCIL

April 4, 2019 **Council Chambers**
6:00 p.m. **City Hall**

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

ROLL CALL:

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

Absent: **Council Member Jose Rodriguez, District 2**

Others present were City Manager Arnoldo Rodriguez, Temporary City Attorney Hilda Montoy Cantu, Interim City Clerk Claudia Mendoza, Director of Financial Services Tim Przybyla, Chief of Police Dino Lawson, City Engineer Keith Helmuth, Public Works Operations Director John Scarborough, Grant Administrator Ivette Iraheta, Deputy City Engineer Jose Aguilar, Engineering Project Coordinator Ellen Bitter, Engineer Project Manager Frank Holguin, Assistant Engineer Jose Sandoval, and Assistant Engineer Victor Aldama.

PLEDGE OF ALLEGIANCE: Mayor Medellin

PUBLIC COMMENT:

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

No comments were offered.

PRESENTATIONS: **None.**

INTRODUCTIONS: None.

A. WORKSHOP: None.

B. CONSENT CALENDAR: None.

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

D. WRITTEN COMMUNICATIONS: None.

E. ADMINISTRATIVE REPORTS

E-1 Consideration of a Minute Order Accepting a Report on the Status of the Proposed Projects in the City of Madera Draft Capital Improvement Program for Fiscal Year (FY) 2019/20 to FY 2023/24 and Authorizing Submission of the Capital Improvement Program for FY 2019/20 to FY 2023/24 to the Planning Commission for Determination of Conformity to the City's General Plan (Report by Keith Helmuth)

City Engineer Keith Helmuth presented report on the Capital Improvement Program (CIP) which is a 5-year plan that identifies projects, priorities, and financing. The presentation discussed the General Plan Conformity, various project categories, and the CIP process. The plan consists of:

- Major road/capacity enhancing projects.
- Road rehabilitation projects.
- Sidewalks.
- Streetlights.
- Traffic signal/pedestrian safety devices – timing of signals.
- Enterprise (rate) funded projects (water, sewer and storm).
- Transit.
- Fire station.
- Bridges.
- Studies.

Discussion followed.

ON MOTION BY COUNCIL MEMBER HOLLEY, AND SECONDED BY COUNCIL MEMBER GALLEGOS, APPROVING MINUTE ORDER FOR ITEM E-1 ACCEPTING REPORT AND AUTHORIZING SUBMITTAL OF CIP TO PLANNING COMMISSION FOR DETERMINATION OF CONFORMITY WAS APPROVED UNANIMOUSLY BY A VOTE OF 6-1: AYES: MAYOR MEDELLIN, COUNCIL MEMBERS MONTES, GALLEGOS, ROBINSON, GARCIA, AND HOLLEY; NOES: 0; ABSENT: COUNCIL MEMBER RODRIGUEZ; ABSTAIN: 0.

F. COUNCIL REPORTS

Council Member Garcia stated that he was fascinated with the information Engineering Department reported.

Council Member Holley reported he will be honored by the Tobacco Coalition at the April 9, 2019 Board of Supervisor's meeting.

Council Member Montes thanked staff for the presentation and all of the information provided.

No other reports were given.

G. CLOSED SESSION: None.

ADJOURNMENT - The meeting was adjourned at 9:31 p.m. Next regular meeting April 17, 2019.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

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

CLAUDIA MENDOZA, Interim City Clerk

ANDREW J. MEDELLIN, Mayor

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Department Director

City Manager

Council Meeting of: June 5, 2019

Agenda Number: B-2

SUBJECT: Register of Audited Demands

RECOMMENDATION: Review Register of Audited Demands Report for May 4, 2019 to May 17, 2019.

SUMMARY: The Register of Audited Demands for the City of Madera covering obligations paid during the period of May 4, 2019 to May 17, 2019 is contained in the attachment.

General Warrant	21887 - 22035	$1,898,724.74
Wire Transfer	Union Bank Payroll and Taxes	$613,817.32
Wire Transfer	SDI	$2,284.61
Wire Transfer	Cal Pers	$116,505.51

DISCUSSION: Warrant requests are processed weekly based on the adopted 18/19 budget and released for payment every Friday. Each demand has been audited and the Finance Director hereby certifies as to their accuracy and that there were sufficient funds for their payment. Per the request of Council, we have included the departments from which each of the respective warrants were requested as well as the org description from which they were paid.

FINANCIAL IMPACT: Demands for payments are made within the constraints of the approved 18/19 budget.

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

ALTERNATIVES: Informational only.

ATTACHMENTS: Register of Audited Demands.

CITY OF MADERA
REGISTER OF AUDITED DEMANDS FOR BANK #1-UNION BANK GENERAL ACCOUNT
May 17, 2019

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
21887	5/9/2019	ENGINEERING	ENGINEERING	ACRO SERVICE CORPORATION	TEMPORARY DRAFTER, STEVE ROBERSON	1,901.25
21888	5/9/2019	HR/RISK MANAGEMENT	PAYROLL TAX/WITHHOLDING TRUST	ADMINISTRATIVE SOLUTIONS INC.	MEDICAL CLAIMS FOR MAY 2019	90,000.00
21889	5/9/2019	FINANCE	PAYROLL TAX/WITHHOLDING TRUST	ADMINISTRATIVE SOLUTIONS INC.	MEDICAL & CHILD CARE EXPENSE ACCT 05/03/19 PAYROLL	1,173.37
21890	5/9/2019	ENGINEERING	ENGINEERING	AMERICAN BUSINESS MACHINES	PLOTTER COPIER SERVICE MAY 2019 - ENGINEERING	90.00
21891	5/9/2019	PD ADMINISTRATION	PD ADMINISTRATION	ARNOLD, JOSIAH	PER DIEM - POST MGMT COURSE C 5/19/19-5/23/19	342.00
21892	5/9/2019	FINANCE	HR/RISK MANAGEMENT	AT&T	04/19 CALNET 3 SVS 9391031559	1,290.50
21893	5/9/2019	FINANCE	PLANNING	AT&T	04/19 CALNET 3 SVS 9391031577	1,978.00
21894	5/9/2019	PD ADMINISTRATION	LOCAL LAW ENFORCE. BLOCK GRANT	BANK OF THE WEST	IN CAR CAMERA - CONTRACT #200-0783220-001	8,713.46
21895	5/9/2019	WATER QUALITY CONTROL	WATER QUALITY CONTROL	BSK ASSOCIATES	WATER SAMPLES	720.00
21896	5/9/2019	ENGINEERING	SEWER CAPITAL OUTLAY	BSK ASSOCIATES	QA/TESTING SERVICES FOR THE WWTP18-02 PROJECT	2,570.75
21897	5/9/2019	RECREATION	SPORTS PROGRAMS	BSN SPORTS	T-BALL EQUIPMENT	438.42
21898	5/9/2019	FINANCE	PAYROLL TAX/WITHHOLDING TRUST	CA DEPARTMENT OF CHILD SUPPORT	CHILD SUPPORT DEDUCTIONS FOR 05/07/19 PAYROLL	1,817.96
21899	5/9/2019	PD ADMINISTRATION	PD ADMINISTRATION	CALIFORNIA FORENSIC INSTITUTE	PRE-EMPLOYMENT PHYSICAL EXAM	4,950.00
21900	5/9/2019	ENGINEERING	MEASURE T - RTP - REHAB/RECONS	CALIFORNIA SURVEYING AND DRAFTING SUPPLY	MONTHLY VBS/GPS TRACKING FEE	140.00
21901	5/9/2019	FINANCE	PAYROLL TAX/WITHHOLDING TRUST	COLONIAL LIFE & ACCIDENT INSURANCE CO	#E700482-3 FOR 05/03/2019 PAYROLL	966.99
21902	5/9/2019	PD ADMINISTRATION	PD ADMINISTRATION	COMMUNITY MEDICAL CENTER	MAR 2019 LEGAL BLOOD DRAWS	175.00
21903	5/9/2019	CODE ENFORCEMENT	CODE ENFORCEMENT	DIEBERTS CREATIVE COPY INC	CODE BOOKS	37.89
21904	5/9/2019	UTILITY BILLING/WATER	UTILITY BILLING/GARBAGE	DATAPROSE, LLC	APRIL 2019 NEWSLETTER INSERTS	9,702.51
21905	5/9/2019	ENGINEERING	ENGINEERING	DEPARTMENT OF CONSUMER AFFAIRS	PROFESSIONAL ENGINEER LICENSE RENEWAL-K HELMUTH	115.00
21906	5/9/2019	PARKS	PARKS	EVERGREEN LAWN CARE & MAINTENANCE, INC.	GROUP 3 MEDIAN MAINTENANCE FOR APRIL 2019	14,720.00
21907	5/9/2019	GRANT/ENTITLEMENT OVERSIGHT	TRANSPORTATION - FIXED ROUTE	FEDERAL EXPRESS	POSTAGE/MAILING CHARGE	8.31
21908	5/9/2019	ENGINEERING	MEASURE T - RTP - REHAB/RECONS	GOLDEN STATE OVERNIGHT	OVERNIGHT SHIPPING	131.16
21909	5/9/2019	GRANT/ENTITLEMENT OVERSIGHT	INTERMODAL BUILDING	GUARDIAN WESTERN SWEEPING INC.	MARCH 2019 STREET SWEEPING	569.00
21910	5/9/2019	GRANT/ENTITLEMENT OVERSIGHT	CDBG ADMINISTRATIVE COSTS	IRAHETA, IVETTE	MILEAGE REIMBURSEMENT CDBG TRAINING 4/8-4/11 2019	245.92
21911	5/9/2019	ENGINEERING	PROP 1B PTMISEA	KRAZAN & ASSOCIATES, INC.	TESTING SERVICES FOR TRANS-01	12,594.35
21912	5/9/2019	PD ADMINISTRATION	PD ADMINISTRATION	LAWSON, DINO	PER DIEM - EXECUTIVE DEVELOPMENT COURSE 5/19-5/24	363.00
21913	5/9/2019	PD ADMINISTRATION	PD ADMINISTRATION	LEGACY K9 INC.	MAR-APR 2019 MAINTENANCE CANINE TRAINING	1,155.56
21914	5/9/2019	HR/RISK MANAGEMENT	CITY ATTORNEY	LIEBERT CASSIDY WHITMORE	LEGAL FEES - SB1421 REQUESTS MAR 2019	10,197.00
21915	5/9/2019	PARKS	COMM & REC CENTERS	LINCOLN AQUATICS INC.	CHLORINE FOR POOL	1,452.61
21916	5/9/2019	CITY ATTORNEY	CITY ATTORNEY	LOCAL GOVERNMENT PUBLICATIONS	2019 UPDATE CALIFORNIA LAND USE 2D	143.56
21917	5/9/2019	CITY ADMINISTRATOR	CENTRAL ADMIN	MADERA CHAMBER OF COMMERCE	JUNE 2019 - MAY 2020 MEMBERSHIP DUES	610.00
21918	5/9/2019	HR/RISK MANAGEMENT	HR/RISK MANAGEMENT	MADERA TRIBUNE	PUBLIC DISPATCHER EMPLOYMENT AD	688.75
21919	5/9/2019	GRANT/ENTITLEMENT OVERSIGHT	TRANSPORTATION- DIAL-A-RIDE	MADERA UNIFIED SCHOOL DISTRICT	APRIL 2019 CNG FUEL USAGE	572.63
21920	5/9/2019	PD ADMINISTRATION	SUPPLEMENTAL LAW ENFORCEMENT	MADERA UNIFORM & ACCESSORIES	FLEXFIT WOOL CAPS - POLICE DEPARTMENT	475.22
21921	5/9/2019	ENGINEERING	TRAFFIC SIGNAL	MOORE-TWINING ASSOCIATES, INC.	CONST TESTING, INSPECTION, LAB TESTING SEP 2019	3,344.00
21922	5/9/2019	FINANCE	PAYROLL TAX/WITHHOLDING TRUST	N.P.C.-ORCHARD TRUST COMPANY	PLAN #34027-02 FOR 05/03/2019 PAYROLL	2,161.96
21923	5/9/2019	FINANCE	PAYROLL TAX/WITHHOLDING TRUST	N.P.C.-ORCHARD TRUST COMPANY	PLAN #340227-01 FOR 05/03/2019 PAYROLL	8,298.84
21924	5/9/2019	COMM & REC CENTERS	COMM & REC CENTERS	PACIFIC GAS & ELECTRIC	04/19 SERVICE 8307681856-2	11,724.38
21925	5/9/2019	FINANCE	ZONE 31A ACTIVITIES	PACIFIC GAS & ELECTRIC	04/19 SERVICE 3533032414-2	150,886.11
21926	5/9/2019	PW - STREETS	PW - STREETS	MORRIS J PIERCE	ASPHALT PATCH - TOZER/OLIVE	4,765.50
21927	5/9/2019	LTF STREET PROJECTS	LOCAL TRANSPORTATION- STREETS	DOLIO, DEBORAH LYNN	RIGHT OF WAY ACQUISITION	3,647.00
21928	5/9/2019	PD ADMINISTRATION	SUPPLEMENTAL LAW ENFORCEMENT	LEATHAM FAMILY, LLC	STATE SEAL BADGES FOR OFFICERS	494.50
21929	5/9/2019	UTILITY BILLING/WATER	WATER FUND	CHORBADJIAN HAGOP	UTILITY BILLING CREDIT REFUND	174.64
21930	5/9/2019	UTILITY BILLING/WATER	WATER FUND	FLORES GUSTAVO	UTILITY BILLING CREDIT REFUND	73.10
21931	5/9/2019	UTILITY BILLING/WATER	WATER FUND	JANDRO SCOTT OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	300.00
21932	5/9/2019	UTILITY BILLING/WATER	WATER FUND	PARRA REYNA OMAR	UTILITY BILLING CREDIT REFUND	168.63
21933	5/9/2019	UTILITY BILLING/WATER	WATER FUND	PJM ENTERPRISES LLC PATRICK J MOE	UTILITY BILLING DEPOSIT REFUND	90.90
21934	5/9/2019	UTILITY BILLING/WATER	WATER FUND	RAMIREZ JOSE L JR OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	51.07
21935	5/9/2019	UTILITY BILLING/WATER	GENERAL FUND	RIOS FRANCO, GABINO	REISSUE UB CREDIT REFUND-1ST CHECK EXPIRED	91.37
21936	5/9/2019	UTILITY BILLING/WATER	WATER FUND	VELAZQUEZ FRANCISCA	UTILITY BILLING CREDIT REFUND	151.25
21937	5/10/2019	WATER MTNC/OPERATIONS	WATER CONSERVATION PROGRAM	MOLINA, LILIANA	TURF REPLACEMENT REBATE (18-09)	1,702.00
21938	5/10/2019	UTILITY BILLING/WATER	WATER UTILITY	ANDREWS, MARCELLA	REIMBURSE FOR OVERCHARGES ON UB ACCT 680004	8,933.03
21939	5/10/2019	RECREATION	GENERAL TRUST FUND	ALVARADO, SAMUEL	PARK DEPOSIT REFUND - LTC AMPHITHEATER	100.00
21940	5/10/2019	RECREATION	GENERAL TRUST FUND	ARMIENTO, MARY	PARK DEPOSIT REFUND - LTC PAVILION	50.00
21941	5/10/2019	RECREATION	GENERAL TRUST FUND	CASTILLO, GRACIE	PARK DEPOSIT REFUND - ROTARY SHELTER 2	50.00
21942	5/10/2019	RECREATION	GENERAL TRUST FUND	CHAVEZ, GRACE	PARK DEPOSIT REFUND - LTC PAVILION	50.00
21943	5/10/2019	RECREATION	GENERAL TRUST FUND	DE JESUS TIXTA, LEONEL	PARK DEPOSIT REFUND - MCNALLY BASKETBALL COURTS	50.00
21944	5/10/2019	RECREATION	GENERAL TRUST FUND	FERNANDEZ, VIOLET	PARK DEPOSIT REFUND - ROTARY SHELTER 2	50.00
21945	5/10/2019	RECREATION	GENERAL TRUST FUND	GUTIERREZ, MARIA	PARK DEPOSIT REFUND - ROTARY PAVILION	50.00
21946	5/10/2019	RECREATION	GENERAL TRUST FUND	GUTKNECHT, JANE	PARK DEPOSIT REFUND - LTC PICNIC AREA 1	50.00
21947	5/10/2019	RECREATION	GENERAL TRUST FUND	MOUNT ZION MISSIONARY BAPTIST CHURCH	PARK DEPOSIT REFUND - MSR PAVILION	50.00
21948	5/10/2019	RECREATION	GENERAL TRUST FUND	RIOS, FRED	PARK DEPOSIT REFUND - LTC AREA 1	50.00

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
21949	5/10/2019	RECREATION	GENERAL TRUST FUND	UNITED FARM WORKERS OF AMERICA	PARK DEPOSIT REFUND - PAN AM SHELTER	50.00
21950	5/10/2019	RECREATION	GENERAL TRUST FUND	VALLEY WEST CHRISTIAN CENTER	PARK DEPOSIT REFUND - MSR PAVILION	50.00
21951	5/10/2019	INFORMATION SYSTEMS	VARIOUS	SHI INTERNATIONAL CORP.	HP DESKTOP COMPUTERS	3,866.21
21952	5/10/2019	INFORMATION SYSTEMS	VARIOUS	SOUTHERN COMPUTER WAREHOUSE, INC.	HP DESKTOP COMPUTER REPLACEMENT	1,875.15
21953	5/10/2019	FINANCE	PAYROLL TAX/WITHHOLDING TRUST	STATE OF CALIFORNIA	FRANCHISE TAX DEDUCTIONS FOR 05/07/19 PAYROLL	150.00
21954	5/10/2019	WATER QUALITY CONTROL	WATER QUALITY CONTROL	STATE WATER RESOURCES CONTROL BOARD	GRADE 2 WATER DISTRIBUTION OPERATOR CERT- B LEANOS	60.00
21955	5/10/2019	FIRE	FIRE	TESEI PETROLEUM, INC.	FUEL 04/20/19 - 04/30/19 FOR CDF	871.57
21956	5/10/2019	FINANCE	GENERAL FUND	UNITED MUNICIPAL SECURITY	CD CHARGES - START COMMUNITY BANK	299.20
21957	5/10/2019	PW - STREETS	PW - STREETS	UNITED RENTALS, INC	DAMAGED WINDSHIELD CHARGE	1,422.54
21958	5/10/2019	FINANCE	PAYROLL TAX/WITHHOLDING TRUST	VANTAGEPOINT TRANSFER AGENTS-457	PLAN #302351 CONTRIBS FOR 05/03/19 PAYROLL	22,987.40
21959	5/10/2019	PARKS	PARKS	VILLA GARDENING SERVICE INC	APRIL 2019 LAWN SERVICES - ACCORNERO PARK	275.00
21960	5/10/2019	FINANCE	PARK FACILITIES DEBT SERVICES	WESTAMERICA BANK	LEASE PMT YOUTH CENTER 526-01049	194,256.86
21961	5/10/2019	ENGINEERING	ENGINEERING	YAMABE & HORN ENGINEERING	PLAN CHECK SVS FOR THE JOSEPH CROWN SUBDIVISION	3,090.00
21962	5/17/2019	HR/RISK MANAGEMENT	PAYROLL TAX/WITHHOLDING TRUST	ADMINISTRATIVE SOLUTIONS INC.	MONTHLY ADMINISTRATIVE FEE MAY 2019	4,129.00
21963	5/17/2019	FINANCE	PAYROLL TAX/WITHHOLDING TRUST	ADMINISTRATIVE SOLUTIONS INC.	ADMIN FEES FOR MAY 2019	162.00
21964	5/17/2019	FINANCE	PAYROLL TAX/WITHHOLDING TRUST	ADMINISTRATIVE SOLUTIONS INC.	MEDICAL & CHILD CARE EXPENSE ACCT 05/17/19 PAYROLL	1,173.37
21965	5/17/2019	WATER QUALITY CONTROL	WATER MTNC/OPERATIONS	THIRKETTLE CORPORATION	ELECTRONIC METER REGISTERS AND TRANSMITTERS	14,641.46
21966	5/17/2019	FINANCE	COMM & REC CENTERS	ARAMARK UNIFORM SERVICES	04/19 UNIFORM SERVICES	5,826.81
21967	5/17/2019	FIRE	FIRE	AT&T	04/19 CALNET 3 SERVICES 9391026402	614.41
21968	5/17/2019	ENGINEERING	WATER CAPITAL OUTLAY	BEYAZ & PATEL, INC.	PROVIDE PROFESSIONAL ENGINEERING SVS JAN-MAR 2019	13,458.50
21969	5/17/2019	HR/RISK MANAGEMENT	CITY ADMINISTRATOR	BLUE SHIELD OF CALIFORNIA - MEDICARE	CITY PAID RETIREE RX BILL MAY-JUN 2019 - D. TOOLEY	235.60
21970	5/17/2019	WATER MTNC/OPERATIONS	WATER MTNC/OPERATIONS	BSK ASSOCIATES	WATER SAMPLES	456.00
21971	5/17/2019	FINANCE	PAYROLL TAX/WITHHOLDING TRUST	CA DEPARTMENT OF CHILD SUPPORT	CHILD SUPPORT DEDUCTIONS FOR 05/17/19 PAYROLL	2,038.57
21972	5/17/2019	UTILITY BILLING/WATER	UTILITY BILLING/WATER	CALIFORNIA CLIMATE CONTROL, INC.	HVAC REPAIR - FINANCE DEPT	3,448.62
21973	5/17/2019	HR/RISK MANAGEMENT	HR/RISK MANAGEMENT	CALIFORNIA DEPARTMENT OF JUSTICE	APRIL 2019 DOJ FINGERPRINT APPS	96.00
21974	5/17/2019	ENGINEERING	LOCAL TRANSPORTATION- STREETS	CALIFORNIA SURVEYING AND DRAFTING SUPPLY	VRS SUBSCRIPTION FEE - APR 2019	203.58
21975	5/17/2019	PURCHASING	UTILITY BILLING/WATER	CANON FINANCIAL SERVICES	AUG - OCT 2017 CONTRACT CHARGES	2,029.82
21976	5/17/2019	ENGINEERING	WATER CAPITAL OUTLAY	CAROLLO ENGINEERS, INC	PROFESSIONAL ENGINEERING DESIGN SVS - MARCH 2019	22,004.40
21977	5/17/2019	GRANT/ENTITLEMENT OVERSIGHT	INTERMODAL BUILDING	CITY OF MADERA	05/19 UTILITIES ACCT#003040441-0	44.73
21978	5/17/2019	UTILITY BILLING/WATER	WATER CONSERVATION PROGRAM	CITY OF MADERA	MULCH REBATE APPLY TO ACCT 9919479	60.00
21979	5/17/2019	GRANT/ENTITLEMENT OVERSIGHT	INTERMODAL BUILDING	CITY OF MADERA	05/19 UTILITIES ACCT#003040421-6	74.14
21980	5/17/2019	GRANT/ENTITLEMENT OVERSIGHT	INTERMODAL BUILDING	CITY OF MADERA	05/19 UTILITIES ACCT#003040431-8	80.91
21981	5/17/2019	UTILITY BILLING/WATER	WATER CONSERVATION PROGRAM	CITY OF MADERA	TOILET REBATE APPLY TO ACCT 9901173	99.00
21982	5/17/2019	UTILITY BILLING/WATER	WATER CONSERVATION PROGRAM	CITY OF MADERA	TOILET REBATE APPLY TO ACCT 9896636	100.00
21983	5/17/2019	UTILITY BILLING/WATER	WATER CONSERVATION PROGRAM	CITY OF MADERA	MULCH REBATE APPLY TO ACCT 6120041	100.00
21984	5/17/2019	UTILITY BILLING/WATER	WATER CONSERVATION PROGRAM	CITY OF MADERA	TOILET/INSTALLATION REBATE APPLY TO ACCT 9891066	200.00
21985	5/17/2019	UTILITY BILLING/WATER	WATER CONSERVATION PROGRAM	CITY OF MADERA	DISHWASHER REBATE APPLY TO ACCT 9920759	200.00
21986	5/17/2019	FINANCE	PAYROLL TAX/WITHHOLDING TRUST	COLONIAL LIFE & ACCIDENT INSURANCE CO	#E700482-3 FOR 05/17/2019 PAYROLL	966.99
21987	5/17/2019	HR/RISK MANAGEMENT	PW - STREETS	CONCENTRA MEDICAL CENTERS	PRE-EMPLOYMENT PHYSICAL & DOT RECERT	591.50
21988	5/17/2019	UTILITY BILLING/WATER	UTILITY BILLING/SEWER	CORELOGIC INFORMATION SOLUTIONS INC	METROSCAN SERVICES MARCH 2019	300.00
21989	5/17/2019	ENGINEERING	SEWER CAPITAL OUTLAY	CUSHMAN CONTRACTING CORPORATION	WWTP REHAB PROJECT PMT #10 FOR APRIL 2019	265,407.43
21990	5/17/2019	ENGINEERING	SEWER CAPITAL OUTLAY	FIRST REPUBLIC BANK	WWTP REHAB PROJECT PMT #10 FOR APRIL 2019	13,968.81
21991	5/17/2019	UTILITY BILLING/WATER	UTILITY BILLING/SEWER	DATAPROSE, LLC	MAY 2019 NEWSLETTERS INSERTS	1,183.17
21992	5/17/2019	ENGINEERING	MEASURE K SALES TAX - FIRE	DAVIS MORENO CONSTRUCTION, INC.	CONSTRUCTION OF FIRE STATION NO. 58 - MAR 2019	232,916.25
21993	5/17/2019	SEWER MTNC/OPERATIONS	SEWER MTNC/OPERATIONS	DIAMOND COMMUNICATIONS	MAY 2019 TELEPHONE ANSWERING SERVICE	520.00
21994	5/17/2019	ENGINEERING	WATER CAPITAL OUTLAY	EMMETT'S EXCAVATION, INC.	WATER MAIN INSTALLATION AT VARIOUS LOCATIONS	37,238.60
21995	5/17/2019	PD ADMINISTRATION	PD ADMINISTRATION	FORENSIC NURSE SPECIALISTS, INC.	FRESNO SART - CASE #19M-03615	1,000.00
21996	5/17/2019	RECREATION	SR CITIZEN COMMUNITY SERVICE	FRESNO MADERA AREA AGENCY ON AGING	MARCH 2019 UNSERVED MEALS	138.00
21997	5/17/2019	ENGINEERING	CITY CLERK'S OFFICE	GOLDEN STATE OVERNIGHT	OVERNIGHT SHIPPING	71.17
21998	5/17/2019	PD ADMINISTRATION	SUPPLEMENTAL LAW ENFORCEMENT	ALAN LEE JONES	EVIDENCE INVENTORY SERVICES	2,250.00
21999	5/17/2019	HR/RISK MANAGEMENT	CITY ATTORNEY	LEAGUE OF CALIFORNIA CITIES	WESTERN CITY AD FOR RECRUITMENT MAY 2019	2,700.00
22000	5/17/2019	WWT PLANT	WWT PLANT	LEE, KENG	REIMBURSE FOR PMT MADE FOR CWEA COURSE/APP FEE	287.55
22001	5/17/2019	PD ADMINISTRATION	PD ADMINISTRATION	LYNN PEAVEY COMPANY	EVIDENCE SUPPLIES	193.65
22002	5/17/2019	FINANCE	PAYROLL TAX/WITHHOLDING TRUST	M A C E A	MAY 2019 MONTHLY DUES	2,275.00
22003	5/17/2019	FINANCE	PAYROLL TAX/WITHHOLDING TRUST	M P O A	MAY 2019 MONTHLY DUES	7,410.40
22004	5/17/2019	FINANCE	PAYROLL TAX/WITHHOLDING TRUST	M.C.E.A.	MAY 2019 MONTHLY DUES	380.00
22005	5/17/2019	ENGINEERING	LOCAL TRANSPORTATION- STREETS	MADERA COUNTY	AMTRAK 50/50 MAINTENANCE 3RD QTR 18/19	1,136.41
22006	5/17/2019	UTILITY BILLING/WATER	PD ADMINISTRATION	MADERA COUNTY TREASURER	COUNTY'S PORTION OF PARKING PENALTIES MARCH 2019	1,567.50
22007	5/17/2019	HR/RISK MANAGEMENT	HR/RISK MANAGEMENT	MADERA TRIBUNE	INTERMODAL CUSTODIAN RECRUITMENT AD #00014647	184.40
22008	5/17/2019	FINANCE	PAYROLL TAX/WITHHOLDING TRUST	MID-MGMT EMPLOYEE GROUP	MAY 2019 MONTHLY DUES	660.00
22009	5/17/2019	ENGINEERING	MEASURE K SALES TAX - FIRE	MOORE TWINING ASSOCIATES, INC	PROFESSIONAL ON-DEMAND SVS FOR MATERIALS TESTING	8,437.42
22010	5/17/2019	FLEET ACQUISITION	FLEET ACQUISITION	MUNICIPAL MAINTENANCE EQUIP., INC.	#3004 SCHWARZE/FREIGHTLINER STREET SWEEPER	249,530.65
22011	5/17/2019	GRANT/ENTITLEMENT OVERSIGHT	TRANSPORTATION - FIXED ROUTE	MV TRANSPORTATION, INC.	MAR 2019 TRANSIT SERVICES FOR MAX, DAR, RTE 3	111,141.47
22012	5/17/2019	FINANCE	PAYROLL TAX/WITHHOLDING TRUST	N.P.C.-ORCHARD TRUST COMPANY	PLAN #340227-02 FOR 05/17/2019 PAYROLL	2,332.98
22013	5/17/2019	FINANCE	PAYROLL TAX/WITHHOLDING TRUST	N.P.C.-ORCHARD TRUST COMPANY	PLAN #340227-01 FOR 05/17/2019 PAYROLL	8,183.79
22014	5/17/2019	WATER MTNC/OPERATIONS	WATER CONSERVATION PROGRAM	ARREGUIN, NICOLAS	TURF REPLACEMENT REBATE (18-29)	2,940.00

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
22015	5/17/2019	ENGINEERING	RSTP - FED EXCHANGE	OVERLAND, PACIFIC & CUTLER LLC	RELOCATION CONSULTING SERVICES	1,996.25
22016	5/17/2019	PD ADMINISTRATION	PD ADMINISTRATION	PACIFIC GAS & ELECTRIC	04/19 SERVICE 1715785853-5	2,119.66
22017	5/17/2019	ENGINEERING	MEASURE T - RTP - REHAB/RECONS	PACIFIC GAS & ELECTRIC	SVS FOR NEW TRAFFIC SIGNAL AT OLIVE & KNOX	2,500.00
22018	5/17/2019	PARKS	GENERAL TRUST FUND	QUINTERO, MARIA	PARK DEPOSIT REFUND - LTC PAVILION	50.00
22019	5/17/2019	UTILITY BILLING/WATER	PARKING DIST OPERATIONS	PHOENIX GROUP INFO SYS	CITATIONS FOR MARCH 2019	447.60
22020	5/17/2019	ENGINEERING	MEASURE T - RTP - REHAB/RECONS	QUAD-KNOPF ENGINEERING	PROFESSIONAL ENGINEER SVS FOR RULE 20B UTILITY	6,498.60
22021	5/17/2019	ENGINEERING	LOCAL TRANSPORTATION- STREETS	BIKRAMJIT KAHLON AND NARINDER KAHLON	RIGHT OF WAY ACQUISITION PROJECT: TS-00019	8,100.00
22022	5/17/2019	ENGINEERING	FAU CMAQ	SEAL RITE PAVING	PEDESTRIAN FACILITIES AROUND SCHOOLS/COMM AREAS	188,414.70
22023	5/17/2019	PD ADMINISTRATION	GENERAL FUND	SJVAPCD	19/20 ANNUAL PERMITS TO OPERATE	551.00
22024	5/17/2019	ENGINEERING	MEASURE K SALES TAX - FIRE	SJVAPCD	FILING FEES-EMERGENCY GENERATOR FIRE STATION NO 58	1,233.10
22025	5/17/2019	ENGINEERING	PROP 1B PTMISEA	STANTEC ARCHITECTURE INC.	PROFESSIONAL ARCHITECTURAL & ENGINEERING SERVICES	12,321.73
22026	5/17/2019	WWT PLANT	WWT PLANT	STANTEC CONSULTING SERVICES INC.	CONSULTING SERVICES OF WASTE DISCHARGE	7,011.00
22027	5/17/2019	FINANCE	PAYROLL TAX/WITHHOLDING TRUST	STATE OF CALIFORNIA	FRANCHISE TAX DEDUCTIONS FOR 05/17/19 PAYROLL	150.00
22028	5/17/2019	ENGINEERING	LOCAL TRANSPORTATION- PARKS	STATE WATER RESOURCES CONTROL BOARD	ANNUAL PERMIT FEE - INDEX #360125	101.00
22029	5/17/2019	ENGINEERING	LOCAL TRANSPORTATION- STREETS	STATE WATER RESOURCES CONTROL BOARD	ANNUAL PERMIT FEE - INDEX #360168	135.00
22030	5/17/2019	WATER MTNC/OPERATIONS	SOLID WASTE RECYCLING	TAMARACK PEST CONTROL	APRIL 2019 PEST CONTROL SERVICES	510.00
22031	5/17/2019	PURCHASING	WWT PLANT	TESEI PETROLEUM, INC.	FUEL 04/21/19 - 04/30/19	17,186.78
22032	5/17/2019	PD ADMINISTRATION	PD ADMINISTRATION	TRANSUNION RISK & ALTERNATIVE DATA SOL.	DATABASE ACCESS APRIL 2019	184.30
22033	5/17/2019	FINANCE	PAYROLL TAX/WITHHOLDING TRUST	VANTAGEPOINT TRANSFER AGENTS-457	PLAN #302351 CONTRIBS FOR 05/17/2019 PAYROLL	23,075.19
22034	5/17/2019	PD ADMINISTRATION	PD ADMINISTRATION	WILLIAMS, RANDALL	REIMBURSE FOR TRAVEL EXPENSE - 4/24/19	226.27
22035	5/17/2019	PD ADMINISTRATION	PD ADMINISTRATION	HARRY D. WILSON INC.	MOUNT/BALANCE FRONT & REAR TIRES FOR UNIT #6602	610.12
					BANK #1 - UNION BANK GENERAL ACCOUNT TOTAL	1,898,724.74

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

John Scarborough, Interim Public Works Director

Arnoldo Rodriguez, City Manager

Council Meeting of: June 5, 2019

Agenda Number: B-3

SUBJECT:

Water Conservation Report for April 22nd through May 19th

RECOMMENDATION:

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

SUMMARY:

This report addresses four different areas of focus:

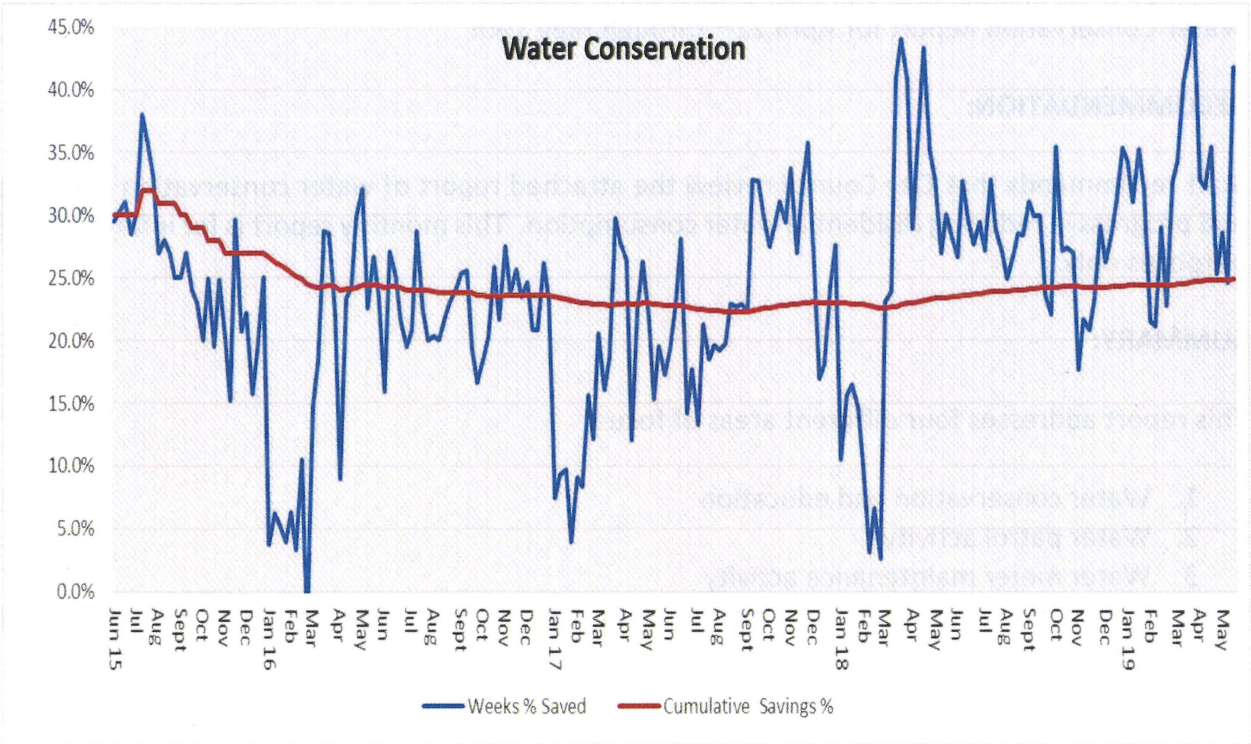
1. Water conservation and education
2. Water patrol activity
3. Water meter maintenance activity
4. Information on the overall capacity of the City's water wells, including the amount of production and reserve production capacity

DISCUSSION:

As illustrated in the following chart, the City's average monthly water conservation rate for the period of April 22nd through May 19th decreased slightly from 31.2 percent in 2018 to 30 percent. Below is the most current water conservation data.

Monthly Conservation
Apr. 22nd Through May 19th **30%**

Cumulative Conservation
June 1st, 2015 Through May. 19th, 2019 **24.9%**



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

Conservation Outreach

Facebook and Twitter Postings
Reminder to check sprinkler systems and rebate program info

May Utility Billing Newsletter
Watering schedule, rebate program article and reminder to check sprinkler system

Events
James Monroe Elem. 4/25/19- 100 students
Berenda Elem. – 4/29/19- 130 students
Parkwood Elem. 4/30/19 -116 students
Pershing Elem. 5/3/19 – 105 students
Virginia Lee Rose Elem. 5/6/19 – 95 students
Family Fun Festival – 5/18/19 -300 participants

Water Conservation Activities:

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

Enforcement

Individual Contacts	**216**	**1st offense ($75)**	**38**
Verbal Warnings	**35**	**2nd offense ($200)**	**2**
Maintenance Notices	**21**	**3rd or more offenses ($500)**	**0**

Water Meters:

In addition to the monthly reading of the manual read meters and the service interruptions due to delinquency, the water meter staff performed various repairs and/or meter programming at 43 properties. Customer concern investigations were conducted and resulted in the discovery of leaks at 3 properties, need for adjustments to irrigation systems at 2 properties and service checks and information at 2 additional properties. Courtesy leak notifications were sent to an additional 36 properties.

System Capacity:

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

FINANCIAL IMPACT:

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

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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

ALTERNATIVES:

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

ATTACHMENTS:

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

STATUS REPORT April 22nd to MAY 19TH, 2019 **ATTACHMENT #1**

WATER PRODUCTION AND RESERVE FIRE FLOW CAPABILITY

Dates	Day	Peak Temp	MG Pumped	Peak Hour	Lowest Pressure*	Lowest Tank Storage **	Wells Available	Wells On During Peak Hours	Wells in Reserve During Peak Hours	Reserve GPM at Peak	Reserves Meets Fire flow for			
											Residential 1,500 GPM	Commercial 2,500 GPM	Industrial 3,500 GPM	Hospital 4,500 GPM
4/22/2019	Mon	81	6.971	8pm-9pm	43	780,000	16	8	8	10098	Yes	Yes	Yes	Yes
4/23/2019	Tue	89	8.307	9pm-10pm	38	780,000	16	11	5	6185	Yes	Yes	Yes	Yes
4/24/2019	Wed	93	8.717	9pm-10pm	38	680,000	16	10	6	7518	Yes	Yes	Yes	Yes
4/25/2019	Thu	96	8.297	9pm-10pm	40	820,000	16	10	6	7518	Yes	Yes	Yes	Yes
4/26/2019	Fri	95	7.774	7pm-8pm	43	680,000	16	8	8	9838	Yes	Yes	Yes	Yes
4/27/2019	Sat	89	9.352	9pm-10pm	44	780,000	16	8	8	9438	Yes	Yes	Yes	Yes
4/28/2019	Sun	88	9.631	9pm-10pm	42	780,000	16	11	5	6268	Yes	Yes	Yes	Yes
4/29/2019	Mon	80	5.805	7pm-8pm	43	780,000	16	7	9	11249	Yes	Yes	Yes	Yes
4/30/2019	Tue	74	9.034	8pm-9pm	40	780,000	16	10	6	7088	Yes	Yes	Yes	Yes
5/1/2019	Wed	77	9.038	8pm-9pm	40	780,000	16	10	6	7518	Yes	Yes	Yes	Yes
5/2/2019	Thu	82	8.713	8pm-9pm	42	780,000	16	10	6	7088	Yes	Yes	Yes	Yes
5/3/2019	Fri	86	8.139	9pm-10pm	42	820,000	16	8	8	9838	Yes	Yes	Yes	Yes
5/4/2019	Sat	88	9.422	10pm-11pm	39	820,000	16	10	6	7035	Yes	Yes	Yes	Yes
5/5/2019	Sun	80	10.010	10pm-11pm	42	820,000	16	10	6	7118	Yes	Yes	Yes	Yes
5/6/2019	Mon	77	5.950	6pm-7pm	45	780,000	16	7	9	11033	Yes	Yes	Yes	Yes
5/7/2019	Tue	79	9.560	9pm-10pm	40	780,000	16	9	7	8338	Yes	Yes	Yes	Yes
5/8/2019	Wed	83	9.576	9pm-10pm	39	780,000	16	8	8	8338	Yes	Yes	Yes	Yes
5/9/2019	Thu	82	9.193	10pm-11pm	42	780,000	16	9	7	7938	Yes	Yes	Yes	Yes
5/10/2019	Fri	74	8.519	10pm-11pm	43	780,000	16	8	8	9188	Yes	Yes	Yes	Yes
5/11/2019	Sat	86	9.977	10pm-11pm	39	780,000	16	9	7	7855	Yes	Yes	Yes	Yes
5/12/2019	Sun	90	10.488	10pm-11pm	35	780,000	16	10	6	6953	Yes	Yes	Yes	Yes
5/13/2019	Mon	88	6.164	6pm-7pm	44	780,000	16	6	10	12462	Yes	Yes	Yes	Yes
5/14/2019	Tue	85	9.872	8pm-9pm	40	780,000	16	9	7	7938	Yes	Yes	Yes	Yes
5/15/2019	Wed	75	8.722	10pm-11pm	42	820,000	16	7	9	10140	Yes	Yes	Yes	Yes
5/16/2019	Thu	67	7.058	7pm-8pm	43	780,000	16	6	10	11900	Yes	Yes	Yes	Yes
5/17/2019	Fri	68	6.562	8pm-9pm	44	780,000	16	6	10	12448	Yes	Yes	Yes	Yes
5/18/2019	Sat	68	7.278	8pm-9pm	42	780,000	16	6	10	11075	Yes	Yes	Yes	Yes
5/19/2019	Sun	62	7.393	10pm-11pm	42	780,000	16	7	9	10948	Yes	Yes	Yes	Yes

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

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

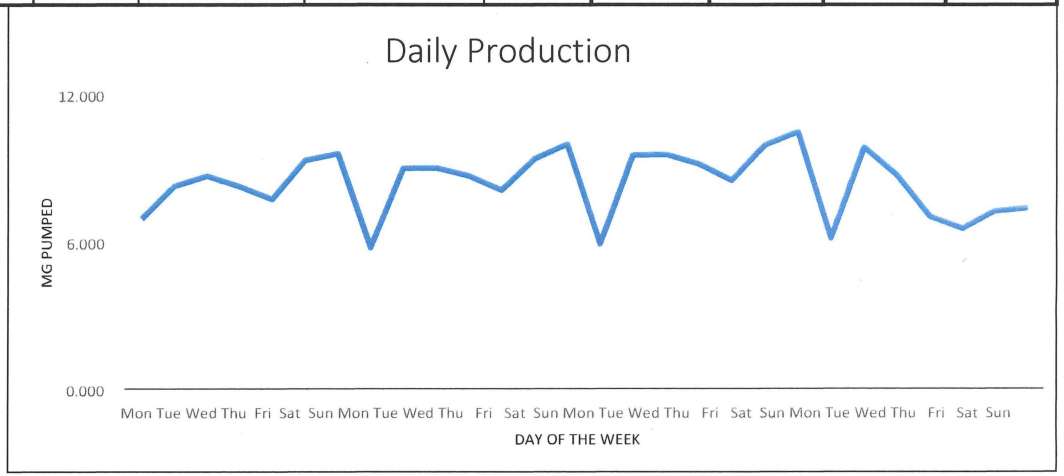
19 **Total Wells**

2 **Wells Not Available**

#16 Being Retrofitted for Submersible Pump to Gain 500 gpm

#27 Redevelopment in process

17 **Number of Wells Available**



RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Wendy Silva, Director of Human Resources

Arnoldo Rodriguez, City Manager

Council Meeting of: June 5, 2019

Agenda Number: B-4

SUBJECT:
Informational Report on Personnel Activity

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

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

DISCUSSION:
The Civil Service Commission met on May 7, 2019, and approved eligibility lists for the following classifications:

- Administrative Analyst
- Human Resources Technician II
- Police Officer II (Lateral Transfer)

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

Name	Position	Department	Effective Date
George Vasquez	Program Leader I	Parks & Community Services	4/25/19
Ruth Velasquez	Program Leader I	Parks & Community Services	4/25/19
Robert Laxton	Public Works Maintenance Worker I (Part Time)	Public Works – Water Conservation	5/6/19
Steve Roberson	Project Development Coordinator (Draftsperson, Part Time)	Engineering	5/6/19
Lilly Ascencio	Program Leader I	Parks & Community Services	5/6/19
Ruben Hernandez	Animal Control Officer	Police	5/14/19

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

- Police – Police Officer Trainee/I/II (6 positions)
- Public Works – Wastewater Treatment Plant Operator-in-Training (2 positions)
- Parks/Community Services – Program Leader/Lifeguards (4 positions)
- Engineering – Administrative Analyst
- Engineering – Intern
- Finance – Administrative Analyst
- Human Resource – Human Resources Technician II

The following promotions and transfers occurred since our last report.

Name	Former Position	New Position	Effective Date
Claudia Mendoza	Administrative Assistant, Police – Code Enforcement	Interim City Clerk	4/17/19
Mary Church	Administrative Analyst, Public Works	Temporary Business Manager, Parks and Public Works	4/22/19

The following employees separated from employment since our last report.

Name	Position	Department	Effective Date
Ashley Sosa	Program Leader I	Parks & Community Services	5/1/19
Jesse Fernandez	Program Leader I	Parks & Community Services	5/1/19
Josefina Lopez-Larrea	Lifeguard	Parks & Community Services	5/1/19
Emily Goertzen	Lifeguard	Parks & Community Services	5/1/19
Angelica Garza	Program Leader I	Parks & Community Services	5/1/19
Priscilla Gradilla	Program Leader II	Parks & Community Services	5/1/19

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

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

ALTERNATIVES:
This report is for informational purposes only.

ATTACHMENTS:
None

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Council Meeting of: June 5, 2019

Agenda Number: B-5

John Scarborough, Interim Public Works Director

Arnoldo Rodriguez, City Manager

SUBJECT: **Consideration of a Resolution Approving a Special Activity Permit Certificate for the Use of Designated Areas of the Madera Municipal Airport for the 2019-2020 Porsche Club of America Autocross Events and Authorizing the Mayor to Execute the Permit on Behalf of the City.**

RECOMMENDATION:

It is recommended that City Council (Council) adopt the attached Resolution approving a Special Activity Permit for the Porsche Club of America to utilize areas of the Madera Municipal Airport for autocross events and authorize the Mayor to execute the Agreement. This request has been reviewed by the Airport Advisory Commission, and they have voted unanimously to recommend Council consider approval of the request within the parameters of the proposed permit.

SUMMARY:

This Special Activity Permit will allow the Porsche Club of America (PCA) to utilize the Restricted Runway 8-26 at the Madera Municipal Airport for monthly autocross performance driving events from July 2019 through June 2020. These events are held during the months of September through November and February through June, inclusive. Autocross is a sport driving competition focused on navigating a car through a defined course of pylons. The courses are set up using soft orange traffic pylons and speeds are between 40 to 65 mph. The event organizers place an emphasis on driver skill and car performance. The PCA recognizes safety and uninterrupted airport operations as their top priorities.

DISCUSSION:
The City received a request in December 2017 from the PCA to use areas of the Airport for a monthly autocross event. After reviewing several locations with the PCA and staff, the request was presented to the Airport Advisory Commission and, subsequently, to Council. Council approved the request for use of the Madera Municipal Airport Restricted Runway for autocross events in 2018 and 2019. The PCA has held several events over the past year and has been pleased with the location. The course stays within the given confines of the Restricted Runway 8-26 and does not impede any Airport traffic. They use an entrance gate off Avenue 16 and, therefore, have no need to cross any of the main taxiway, apron or Runway 12-30 facilities.

In its advertising and promotional materials for the event, the PCA shall promote the Madera Municipal Airport and the City of Madera through publicity that encourages commerce and tourism within the City. The events will take place on the following tentative dates:

September 14, 2019	March 14, 2020
October 12, 2019	April 11, 2020
November 9, 2019	May 9, 2020
February 8, 2019	June 13, 2020

Staff has negotiated an updated rate of $350 per event fee with the PCA. The proposed Special Activity Permit details the terms of this non-aviation-related event.

FINANCIAL IMPACT:
This Special Event Permit will allow for eight autocross events over the course of 2019 and 2020. These eight events will generate $2,800 in revenue for the Airport. There will be no financial impact to the General Fund.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:
The proposed action is not specifically addressed as part of the Vision Plan, nor is it in conflict with the Plan.

ALTERNATIVES:
Council may choose to not approve the Special Activity Permit for the PCA. The PCA's current Permit will be valid for one more event (June 8, 2019) and terminate thereafter.

ATTACHMENTS:
1. Resolution
2. Special Activity Permit Certificate
3. Exhibit A – Site Plan of Restricted Runway 8-26
4. Exhibit B – Access Route to Event Location
5. Exhibit C – Federal Aviation Administration Assurances
6. Exhibit D – Release and Waiver
7. Exhibit E – Insurance Requirements

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING A SPECIAL ACTIVITY PERMIT CERTIFICATE FOR THE USE OF DESIGNATED AREAS OF THE MADERA MUNICIPAL AIRPORT FOR THE 2019-2020 PORSCHE CLUB OF AMERICA AUTOCROSS EVENTS AND AUTHORIZING THE MAYOR TO EXECUTE THE PERMIT ON BEHALF OF THE CITY

WHEREAS, the Porsche Club of America (Permittee) has requested permission to utilize an area of the Madera Municipal Airport for autocross events during Fiscal Year 2019-20; and

WHEREAS, the City of Madera (City) has available space on Restricted Runway 8-26 that will not present any safety hazard or detriment to normal operations of aircraft arriving or departing from the Airport; and

WHEREAS, the Airport Advisory Commission has reviewed the proposed permit and unanimously recommended approval to the City Council at its regularly scheduled meeting on June 6, 2019; and

WHEREAS, the City and the Permittee have agreed upon terms for the Special Activity Permit.

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

1. The above recitals are true and correct.

2. The Special Activity Permit between the City and the Porsche Club of America, a copy of which is on file in the Office of the City Clerk and referred to for particulars, is hereby approved.

3. The Mayor is authorized to execute the Special Activity Permit on behalf of the City.

4. This resolution is effective immediately upon adoption.

* * * * * * * * * *

MADERA MUNICIPAL AIRPORT CONDITIONAL AIRPORT SPECIAL ACTIVITY PERMIT CERTIFICATE FOR THE USE OF DESIGNATED AREAS OF THE AIRPORT FOR THE 2019-2020 PORSCHE CLUB OF AMERICA AUTOCROSS EVENTS

THIS IS TO CERTIFY THAT, the City Council ("Council") of the City of Madera ("City"), at a regular meeting held on June 5, 2019, considered and approved this Conditional Airport Special Activity Permit (or "Permit") for use of areas of the Restricted Runway 8-26 ("Ag strip") at the Madera Municipal Airport for monthly scheduled non-aviation-related events and activities in conjunction therewith, and subject to the following conditions and restrictions and to further certify that by execution thereof Porsche Club of America agrees to all the terms and conditions of this Permit.

REQUEST:

Request by the Porsche Club of America, a corporation of the State of Maryland registered to do business in California (hereinafter referred to as "Permittee"), for permission to use the Airport Restricted Runway 8-26 (as indicated on **Exhibit A** attached hereto and made a part hereof).

BACKGROUND:

In December 2017, a request was received from the Permittee to utilize areas of the Airport for a monthly event from May 2018 through June 2019, for autocross performance driving activities. This request was approved by Council on April 28, 2018. The Permittee expressed to the City their desire to continue utilization of the area during Fiscal Year 2019/2020.

During a regular meeting of the Airport Advisory Commission on February 4, 2019, the Commission voted unanimously to approve the request for use of the Madera Municipal Airport Restricted Runway for autocross events in 2018 and 2019. A sponsor from the Porsche Club of America, Larry Kirlin, provided a detailed background of autocross events and the proposed use of the Madera Airport.

COUNCIL ACTION:

The City Council adopted the following findings in justification of this Permit and grants the Permit as described herein subject to each of its Conditions of Approval and authorized the Mayor to execute same as described herein.

FINDINGS:

In issuing this Permit, the City Council hereby finds that, under strict conditions of approval:

1. Permittee's automotive, non-aviation-related event and activities and use of the Restricted Runway 8-26 areas and Airport facilities will not be detrimental to the environment or to the health, safety, peace or general welfare of the City, the Airport, the surrounding properties or the community-at-large.

2. Permittee's non-aviation-related activities will not be detrimental or injurious to the efficiency and utility of the Airport or to Airport property and improvements.

3. Permittee's non-aviation-related activities, if conducted in accordance with the Conditions of this Permit will be consistent with the Environmental Guidelines, the General Plan, the Airport Master Plan, the Airport Layout Plan, the Airport Operating Ordinance and the Zoning Ordinance of the City. The long-term use of the property is designated for aviation-related development in the Airport Master Plan and Airport Layout Plan.

4. Permittee's non-aviation-related activities and the use of the Restricted Runway 8-26 areas and Airport facilities will not present or create a safety hazard to the normal operations of aircraft arriving or departing from the Airport.

5. Reasonable time periods can be and are herein designated for Permittee's non-aviation-related activities.

6. Permittee shall pay $350.00 per event for this proposed use.

7. The form and amount of liability insurance required herein, naming the City and the Airport as additional insured parties to be obtained from the Permittee are reasonably related to the Airport's liability exposure and are not unjustly discriminatory. It is further found that, because those insurance requirements are appropriate under the unique characteristics of the proposed use, this finding shall not be construed to indicate a precedent for insurance requirements for any other use.

CONDITION PRECEDENT:

Approval of this proposed use of the Airport by the Federal Aviation Administration (FAA) shall be a condition precedent to the effectiveness of this Permit. City shall have sole discretion to determine the satisfaction of this condition, which discretion shall be exercised upon a reasonable basis after conferring in good faith with Permittee. The City is responsible for obtaining FAA approval and Permittee shall fully cooperate with the City's efforts related thereto.

EVENT DESCRIPTION:

The Event is a monthly autocross event on the second Saturday of the months of February through June and September through November, inclusive, for Porsche Club of

America to participate in timed autocross competition. Event participants on the Restricted Runway 8-26 would navigate a temporary course marked by traffic cones in a timed competition. The event organizers place an emphasis on driver skill and car performance; and performance is measured by time. All vehicles would be checked by Permittee for safety and adequately prepared for timed racing.

Event participants would race on a course set up on the Restricted Runway 8-26. Use of the term "runway" in this Permit refers to macadam, bituminous asphalt surfaces existing at the Airport. The autocross-timed-racing course will be set up substantially as shown on **Exhibit B**, attached hereto and incorporated herein; no other portions of the Airport will be used for automotive activities. The Event will not involve the producing, assembling, or selling of any products onsite.

For the dates listed above for the automotive activities, up to 100 members of the Porsche Club of America will be at the Airport at any one time. Logistics staff will deliver and set up portable equipment on the Friday prior to the event from 12:00 PM to 6:00 PM. The autocross course will be set up on Saturday of the event, prior to racing activities. Autocross-timed-racing activities will occur between the hours of 7:00 AM and 5:00 PM. Table 1 provides a summary of event activities by time and day.

TABLE 1. Activities Schedule

Day	Start	End	Location	Event/Description	People on Site (max)
Friday	12:00 PM	6:00 PM	RR&T	Course Setup, Delivery of Portable Toilet	5
Saturday	7:00 AM	9:00 AM	RR&T	Registration and Course Setup	100
	9:00 AM	9:30 AM	RR&T	Drivers Meeting and Course Walk	100
	9:30 AM	4:00 PM	RR&T	Autocross Timed Runs	100
	4:00 PM	5:00 PM	RR&T	Load-out and Clean-up	25
Monday	8:00 AM	12:00 PM	RR&T	Pick-up of Portable Toilet	2

Note:
RR&T = Restricted Runway and Taxiway

Exhibit B shows the route event participants will take to access the Restricted Runway 8-26 areas, which involves detouring through the gated entrance at Avenue 16 to avoid crossing the apron, taxiway and Runway 12-30.

In its advertising and promotional materials for the event, Permittee shall promote and aid the commerce of the Madera Municipal Airport and the City of Madera and use of City facilities by positive publicity for the City through its association with the event and to aid commerce and tourism within the City.

TERM OF PERMIT: For the dates of: September 14, 2019; October 12, 2019;

November 9, 2019; February 8, 2020; March 14, 2020; April 11, 2020; May 9, 2020; and June 13, 2020.

FEE: Permittee shall pay $350.00 per event.

BUSINESS LICENSE: Thirty (30) days prior to conducting any activity under the authority granted by this Permit, Permittee and any of its contractors or subcontractors for the event must apply, pay for and receive a City of Madera Business License from the City's Finance Department.

CONDITIONS OF APPROVAL:

This Permit is issued by the City and is accepted by Permittee upon the following terms, covenants and conditions and the breach of any said terms, covenants or conditions will be deemed sufficient cause for the suspension or termination of the Permit.

I Operational

1. Permittee's non-aviation-related activities shall be confined to the areas of the Restricted Runway 8-26 and Airport facilities designated by the City and shown in **Exhibit A**. Use of any other areas of the Airport for activities pursuant to this Permit must be approved in advance and in writing by the City. The City shall have final approval of all site plans as provided herein and Permittee shall implement all safety measures required by the City to ensure public safety and to safeguard users of the Airport and aircraft. The City reserves the right to relocate or to cancel or suspend any event at any time if, in the opinion of the City such relocation or suspension/termination is required for the public safety or the safe operation of the Airport.

2. Pre- and post-event site inspections will be conducted by representatives of Permittee and the City, at a date and time agreed in writing prior to the Event, to determine existing conditions and evaluate in writing potential damages, if any. Each day autocross racing is conducted on Restricted Runway 8-26, representatives of Permittee and the City shall inspect the racing course(s) prior to the racing day and following that inspection and after any remedial actions taken, except for any condition identified in writing by the Permittee or by the City at the time of the inspection, Permittee agrees to accept the condition of the runway and the racing courses "as is" with respect to all conditions which may then exist. The cost to the City to repair or replace any post-event damage, or to effect removal and cleanup of any material or oil or gas spill remaining on the Event site after the end of the usage period (as defined herein) shall be assessed to Permittee. Permittee's use of the Airport must not affect access to or the use of premises leased to the City's tenants at the Airport.

3. Prior to conducting any activities on the Airport, Permittee will provide a final written schedule of its proposed activities to the City and will keep City staff fully informed on a timely basis by providing prior written notice concerning any and all changes concerning

events listed in that schedule. Prior to the event, Permittee will provide to the City a current list of names, phone numbers, and e-mail addresses for principal contact persons who are responsible for the conduct of that event both on- and off- site and who should be contacted in the event of an emergency. Prior to the scheduled event, Permittee will attend a pre-event briefing with City staff to ensure coordination of the event and emergency procedures.

4. Permittee's non-aviation-related and other activities and operations shall be conducted only from 6:00 AM to 6:00 PM. The City will not provide staff on-site during this time.

5. An accurate plan of the location of all events and related activities must be prepared by Permittee and approved in advance by the City. This plan should include, but is not limited to: safety setbacks, crowd lines, parking areas for visitors and participants.

A traffic management plan showing the Airport gate and route to be used for ingress and egress to the event site, the location of directional signs, security fencing, and barricades, if needed, shall be submitted to the City at least thirty (30) days before the Event.

6. Traffic entering or leaving the Restricted Runway 8-26 areas shall avoid crossing Runway 12-30 by accessing the site through the gate at Avenue 16 and following the traffic route shown on **Exhibit B**.

7. Set-up and break-down of course equipment associated with any event will occur on the same day as event activities. All equipment and materials on the Restricted Runway must be removed before 6:00 PM on the same day as the event and the site returned to its pre-event condition, unless other arrangements are approved in advance by the City. Permittee is responsible to pay any maintenance or cleanup costs associated with the event.

Permittee is responsible for installing and securing any traffic cones, signs, striping or tape used to delineate areas, trash cans, portable toilets, tents, structures or other materials, equipment or supplies brought onto the site for any event. If water is required to clean the event site, it shall be accomplished using non-potable water whenever possible unless potable water is required for reasons of health or safety. If Permittee's activities on the site damages the runway due to a fuel spill and the runway softens or otherwise becomes unusable, Permittee will be responsible for the cost of repairs to the damaged runway. If, in the sole determination of the City, the event site requires sweeping for rocks and small debris following any event as a result of Permittee's activities, the City will so notify Permittee who will have an option to sweep debris from the site to the satisfaction of the City or to request the City to sweep debris. In the event that City personnel are required to remove debris from the event site, Permittee shall be assessed a Public Works Special Event Labor charge consistent with the City of Madera Master Fee Schedule. All sweeping must be completed no later than 5:00 PM on the day following autocross racing activities.

8. Ample garbage and refuse containers with snug fitting lids must be provided for food facilities and for public use to the satisfaction of the City. Garbage and refuse containers must be emptied as necessary during any event so as not to overflow during or after an event. All trash must be removed from the site and the Airport no later than the day following the event. In the event that City personnel are required to remove garbage or refuse from the event site, Permittee shall be assessed a Public Works Special Event Labor Charge consistent with the City of Madera Master Fee Schedule, and Permittee shall pay said charge within seven calendar days of receiving the assessment from the City.

9. Adequate portable restrooms will be provided by Permittee for any event in such numbers and locations as may be required by the Madera County Health Department and the City. These portable restrooms must be serviced and pumped by a sanitation truck as required and removed from event site at the conclusion of activities. There must be no dumping of any materials into existing sewers serving the Airport.

10. Fire extinguishers fully charged and with tags affixed, must be provided by Permittee as required by the City's Fire Department. There will be no open air use of hazardous or flammable materials. All fuel shall be stored and dispensed properly from adequately vented containers.

11. First aid kits and supplies as approved in advance by the City and the City's Fire Department shall be available on-site for the duration of any automotive racing activity.

12. Any accident requiring medical attention must be reported in writing to the City within 24 hours from the time of the accident.

13. Permittee by accepting this Permit acknowledges that it has received and will abide by the rules and regulations set forth in the Airport Operating Ordinance.

14. Permittee's must, within 24-hours from the time of an accident or an incident or reportable event which violates Airport Rules and Regulations or this Conditional Airport Special Activity Permit, provide a written report of the incident to the City using a form approved by the City.

15. Permits must be obtained from the Madera County Health Department for any temporary food or beverage service or preparation facilities at least ten (10) days prior to an event.

16. Parking for motor vehicles including utility trucks shall be as designated on the site plan in areas outside the fenced air operations areas of the Airport. There must be no overnight or vehicle camping or long-term (more than 72-hours) vehicle storage on Airport property, unless same is approved in advance by the City. Any circumstances which arise during an event which is expected to impact Permittee's ability to leave the site clean and vacant, such as the presence of an inoperable vehicle, shall be immediately

communicated to the City.

17. Permittee will be responsible for, and must take all measures required to ensure that participants or spectators do not trespass onto leased premises at the Airport or outside of designated areas, as shown in **Exhibit A**.

18. To the extent applicable Permittee shall comply with all FAA assurances as shown on **Exhibit C** attached hereto and made a part hereof.

19. Permittee shall cooperate with the City in notifying pilots, users and tenants of the Airport about the Permittee's event activities and explaining how these activities will affect the Airport and airport operations.

20. Sponsorship banners and signs are allowed within the designated event area in locations approved by the City and indicated on the site plan. Banners and signs shall be promptly removed after the event.

21. No person shall possess or consume any alcoholic beverage or illegal drug in or around any areas of the Restricted Runway 8-26 when Permittee's activities are taking place. No person employed by or providing service to Permittee shall possess, consume, and/or have in their system any alcoholic beverage or illegal drug in or around any areas where Permittee's activities are taking place.

II RELEASE AND WAIVER OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, INSURANCE AND INDEMNIFICATION REQUIRED

1. Release and Waiver of Liability and Assumption of Risk Agreement. Each participant in motorized vehicle operation including, but not necessarily limited to, driving, autocross, and slalom exercises and any passenger shall, prior to such participation, sign a Release and Waiver of Liability and Assumption of Risk Agreement, a copy of which is attached hereto as **Exhibit D**, and a copy of every such executed Agreement shall be provided to the City at the conclusion of each day's event which involves operation of motor vehicles on the Airport. (Permittee shall utilize Exhibit D in not less than an 8 ½" by 14" format.)

2. Insurance. Permittee agrees to provide insurance in accordance with the requirements set forth herein. If Permittee use existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, Permittee agrees to amend, supplement or endorse the existing coverage to do so. The following coverage will be provided by Permittee and shown as having been issued the policies of insurance required herein and which must be maintained on behalf of the City in accordance with the requirements set forth herein.

In the event of cancellation, reduction of or change in coverage, or a substantial premium increase (in excess of $500.00) of the City's airport liability insurance as a result, in whole or

in part, of the operations allowed by this Permit, this Permit shall be suspended effective as of the date of any such change. Upon receipt of notice of any such change in coverage, City shall promptly notify Permittee's.

Permittee and City further agree concerning the insurance coverage's required by this Permit as set forth in **Exhibit E**, attached hereto and by this reference incorporated herein.

3. Indemnity. Permittee shall indemnify, defend, and hold harmless the City, and its officers, employees, and agents ("City indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Permittee's activities under this agreement or out of the operations conducted by Permittee, including the City's active or passive negligence, 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 Permittee's activities under this agreement, the Permittee 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.

III SUSPENSION OR TERMINATION

This Permit for non-aviation-related activities may be immediately suspended at any time for a violation of any of the conditions of approval as set forth herein. Written notice of suspension shall be given to Permittee, or that person then in-charge of conducting Permittee's activities on the Airport, by the City. The notice shall set forth the specific violation for which the immediate suspension is imposed. Permittee agrees that, upon receipt of written notice of suspension from the City, it will immediately cease and suspend all their activities on the Airport.

City agrees to cooperate with Permittee in their efforts to remedy or to address the violation cited in the notice of suspension. If and when such violation has been addressed to the satisfaction of the City, a written notice of Permit reinstatement shall be given to Permittee.

This Permit may be terminated by action of the City.

If cancellation for convenience of the event is effected by Permittee, Permittee shall pay to the City an equitable charge for services or other work performed. The equitable charge for termination for Permittee's convenience shall provide for payment to the City for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the City relating to written commitments that were executed prior to termination.

In the event it should become necessary for either party to enforce or interpret any of the

terms and conditions of this Permit by means of court action or administrative enforcement, the laws of the State of California shall govern the interpretation of the terms and conditions of this Permit and such action shall be brought in a court of proper jurisdiction in Madera County, the prevailing party, in addition to other remedy at law or in equity available to such party, shall be awarded all reasonable costs and reasonable attorney's fees in connection therewith, including the fees and costs of experts reasonably consulted by the attorney for the prevailing party.

IV NON-TRANSFERABILITY, NO EXCLUSIVE RIGHT, NO RIGHT TO LEASE, NO LONG-TERM USE CONTEMPLATED BY THE PARTIES

This Permit is non-transferable.

This Permit shall not be construed or interpreted as an "exclusive right" within the provisions of section 308a of the FAA Act of 1958, as amended.

This Permit is not and may not be construed as a lease of any City property, nor does it convey any right to such a lease.

In the event of a request or action by the FAA to cease or terminate the activities as set forth in this Special Activity Permit, such permit shall become immediately null and void without requirement of any further action by the City Council.

V Notice

All notices and other communications required to be given under this Permit shall be in writing and shall be delivered at the addresses set out herein. Notice may be given by personal delivery, recognized overnight courier, by United States mail or by facsimile transmission in the manner set forth below. Notice shall be deemed to have been duly given (a) if by personal delivery, on the first to occur of the date of actual receipt or refusal of delivery by any person at the intended address, (b) if by overnight courier, on the first (1st) Business Day after being delivered to a recognized overnight courier, (c) if by mail, on the third (3rd) Business Day after being deposited in the United States mail, certified or registered mail, return receipt requested, postage prepaid, or (d) by facsimile transmission shall be deemed to have been given on the next business day after being transmitted, as evidenced by the confirmation slip generated by the sender's facsimile machine addressed as follows:

If to the City: City of Madera
Attn: Public Works Director
1030 South Gateway Drive
Madera, CA 93637
Facsimile: (559) 661-0760

With a copy to: City of Madera

Attn: City Attorney
205 West 4th Street
Madera, CA 93637
Facsimile: (559) 673-1304

If to Permittee; Porsche Club of America
Attn: Edwin Suarez, Sequoia Chapter President
4125 W Ellery Way
Fresno, CA 93722
E-mail: edsuarez99@gmail.com

Or to such other address as either party may from time to time specify as its address for the receipt of notices hereunder, in a notice to the other party. Notices given by an attorney shall be deemed to constitute notice from that party.

VI AUTHORITY

The individuals executing this Airport Special Activity Permit on behalf of the City of Madera and Porsche Club of America represent and warrant that he or she is duly authorized to execute and deliver this permit on behalf of said entity and that this Permit is binding upon said entity in accordance with its terms.

THIS CERTIFICATE IS TO NOTIFY requester Porsche Club of America that the above described Conditional Airport Special Activity Permit was approved by the City subject to execution below by Porsche Club of America.

Dated: June 5, 2019

Madera, California

CITY OF MADERA

BY: _____
Andrew J. Medellin, Mayor

Porsche Club of America

BY: _____
Edwin Suarez, Sequoia Chapter President

ATTEST:

_____
Claudia Mendoz, Interim City Clerk

APPROVED AS TO FORM
INTERIM CITY ATTORNEY

By: _____
Hilda Cantú Montoy

ATTACHMENTS

EXHIBIT A	SITE PLAN OF RESTRICTED RUNWAY 8-26
EXHIBIT B	ACCESS ROUTE TO EVENT LOCATION
EXHIBIT C	FAA ASSURANCES
EXHIBIT D	RELEASE, WAIVER & ASSUMPTION OF RISK AGREEMENT
EXHIBIT E	INSURANCE PROVISIONS

EXHIBIT A

SITE PLAN OF RESTRICTED RUNWAY 8-26

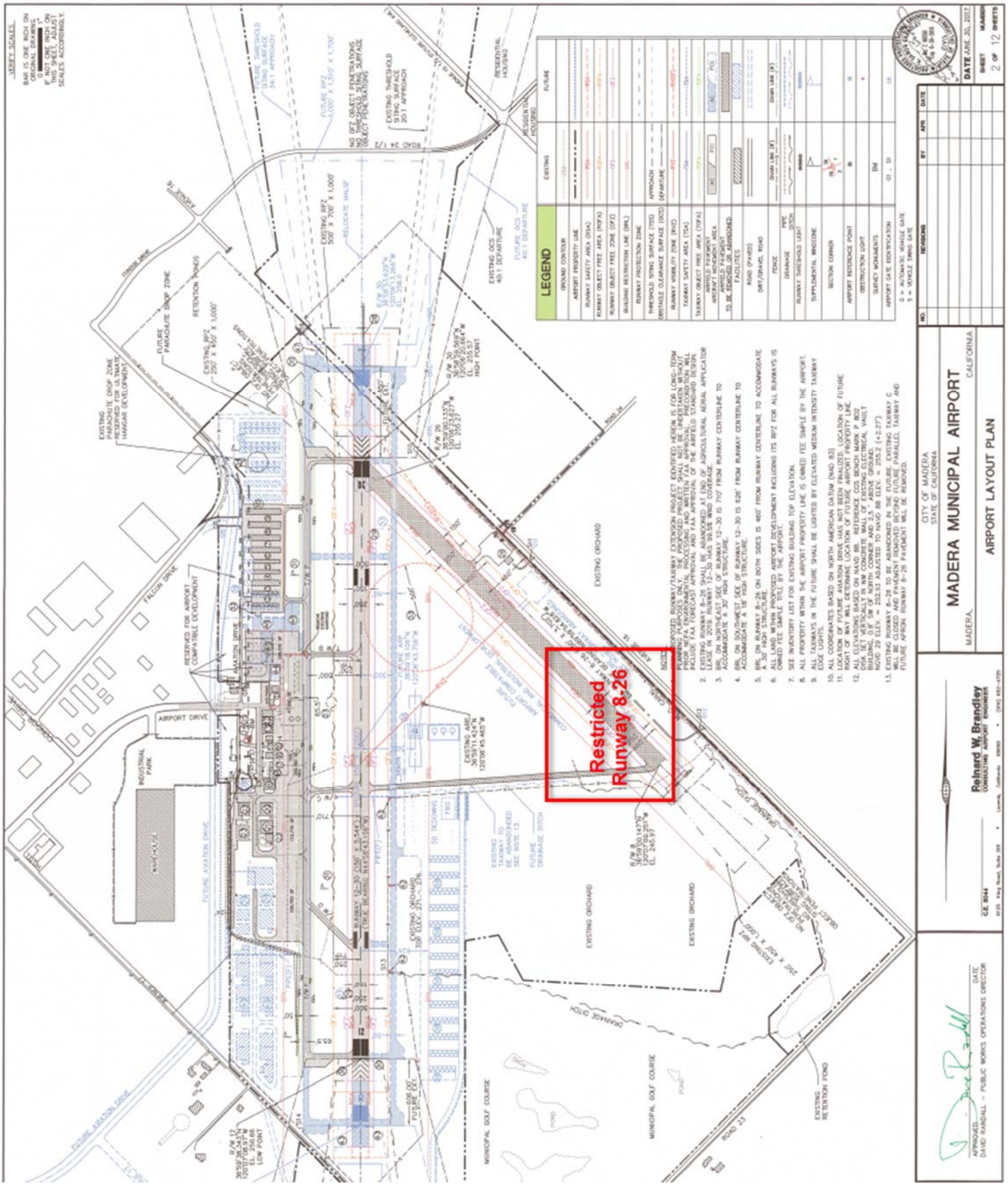


EXHIBIT B

ACCESS ROUTE TO EVENT LOCATION

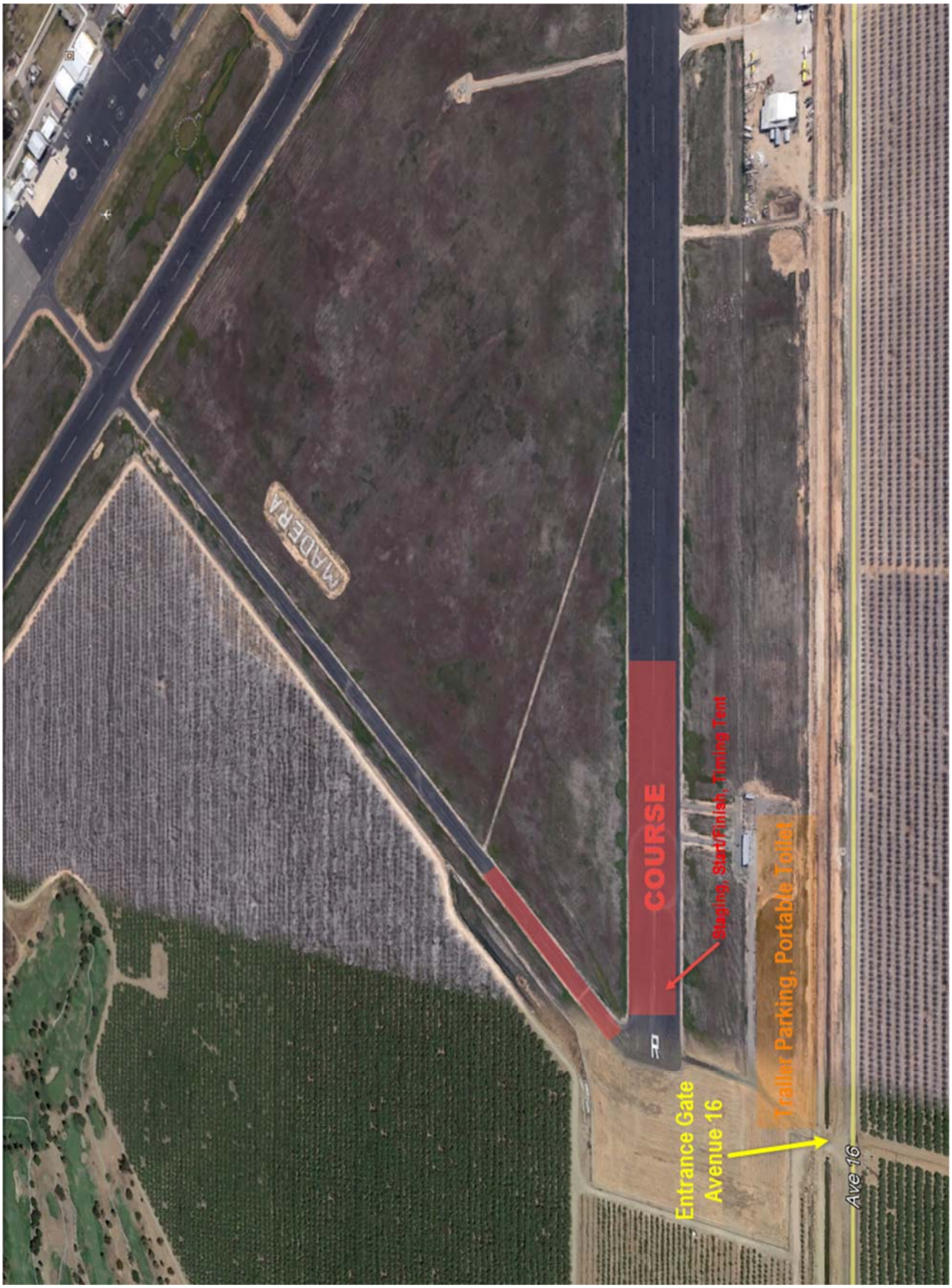


EXHIBIT C
FEDERAL AVIATION ADMINISTRATION ASSURANCES

A. COMPLIANCE WITH SPONSOR'S FEDERAL GRANT ASSURANCES: To the extent applicable, Permittee shall comply with all Federal Aviation Administration (FAA) assurances below:

1. The Permittee for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenants and agree that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Agreement for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Permittee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

2. The Permittee for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (in the case of leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the Permittee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

3. That in the event of breach of any of the above nondiscrimination covenants, the City of Madera shall have the right to terminate the permit and to reenter and repossess said land and the facilities thereon, and hold the same as if said permit had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed including expiration of appeal rights.

4. Permittee shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided that the Permittee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.

5. Non-compliance with Provision 4 above shall constitute a material breach thereof and in the event of such non-compliance the City of Madera shall have the right to terminate this permit and the estate hereby created without liability therefore or at the election of the City of Madera or the United States either or both said Governments shall have the right to judicially enforce Provisions.

6. Permittee agrees that it shall insert the above five provisions in any permit by which said Permittee grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the premises herein permitted.

7. The Permittee assures that it will undertake an affirmative action program as required by 14 CFR Par 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Permittee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Permittee assures that it will require that its covered suborganizations provide assurances to the Permittee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR 152, Subpart E, to the same effort.

8. The City of Madera reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of the Permittee and without interference or hindrance.

9. The City of Madera reserves the right, but shall not be obligated to the Permittee to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport together with the right to direct and control all activities of the Permittee in this regard.

10. This permit shall be subordinate to the provisions and requirements of any existing or future agreement between the City of Madera and the United States, relative to the development, operation or maintenance of the airport.

11. There is hereby reserved to the City of Madera, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises herein permitted. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from or operation on the Madera Municipal Airport.

12. Permittee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the permitted premises, or in the event of any planned modification or alteration of any present of future building or structure situated on the permitted premises.

13. The Permittee by accepting this expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object above the mean sea level elevation of 210 feet. In the event the aforesaid covenants are breached, the City reserves the right to enter upon the land permitted hereunder and to remove the offending structure or object, all of which shall be at the expense of the Permittee.

14. The Permittee by accepting this permit agrees for itself, its successors and assigns that it will not make use of the permitted premises in any manner which might interfere with the landing and taking off of aircraft from the Madera Municipal Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the City reserves the right to enter upon the premises hereby permitted and cause the abatement of such interference at the expense of the Permittee.

15. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958 (49 U.S.C. 1349a).

16. This permit and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of said airport or the exclusive or non-exclusive use of the airport by the United States during the time of war or national emergency.

EXHIBIT D
MADERA MUNICIPAL AIRPORT
RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

_____ _____

Description and Location of Scheduled Event Date Release Signed

IN CONSIDERATION OF BEING PERMITTED TO compete, drive a motor vehicle, spectate, officiate, observe, work, or PARTICIPATE in any way IN THE ABOVE EVENT(S) OR BEING PERMITTED TO ENTER FOR ANY PURPOSE ANY RESTRICTED AREA (defined as requiring special authorization, credentials, or permission to enter, or any area to which admission by the general public is restricted or prohibited including but not limited to the competition area and any hot pit or paddock area), EACH OF THE UNDERSIGNED, FOR HIMSELF OR HERSELF, HIS OR HER PERSONAL REPRESENTATIVES, HEIRS, NEXT-OF-KIN:

1. ACKNOWLEDGES, AGREES AND REPRESENTS THAT HE OR SHE HAS OR WILL immediately upon entering any such Restricted Area, and will continuously thereafter, INSPECT THE RESTRICTED AREA which he or she enters, and he or she further agrees and warrants that, IF AT ANY TIME, he or she is in or about the Restricted Areas and HE OR SHE FEELS ANYTHING TO BE UNSAFE, HE OR SHE WILL IMMEDIATELY ADVISE THE OFFICIALS OF SUCH and if necessary will leave the Restricted Area AND REFUSE TO PARTICIPATE FURTHER IN THE EVENT(S).

2. HEREBY RELEASES, TO THE FULLEST EXTENT PERMITTED BY LAW, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE, the CITY OF MADERA and the Madera Municipal Airport, PORSCHE CLUB OF AMERICA, the promoters, participants racing associations, sanctioning organizations, or any subdivision thereof, track operators, track owners, officials, competition vehicle owners, drivers, pit crews, rescue personnel, any persons in any Restricted Area, sponsors, advertisers, owners and lessees of premises used to conduct the Event(s), premises and event inspectors, surveyors, underwriters, consultants and others who give recommendations, directions or instructions or engage in risk evaluation or loss control activities regarding the premises or Event(s) and each of them, their councils, directors, officers, agents, employees, and volunteers all for the purposes HEREIN REFERRED TO AS “RELEASEES,” FROM ALL LIABILITY TO THE UNDERSIGNED, HIS PERSONAL REPRESENTATIVES, ASSIGNS, HEIRS, AND NEXT-OF-KIN FOR ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFOR ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE EVENT(S) WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

3. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES AND EACH OF THEM FROM ANY LOSS, LIABILITY, DAMAGE, OR COST they may incur arising out of or RELATED TO THE UNDERSIGNED’S INJURY OR DEATH WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

4. HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK, KNOWN AND UNKNOWN, OF BODILY INJURY, PERMANENT DISABILITY, arising out of or related to the Event(s), INCLUDING MEDICAL OR HOSPITAL BILLS, DEATH OR PROPERTY DAMAGE arising out of or related to the Event(s) whether CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise.

5. HEREBY ACKNOWLEDGES THAT THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. Each of THE UNDERSIGNED, ALSO EXPRESSLY ACKNOWLEDGES THAT INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.

6. HEREBY AGREES THAT THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT EXTENDS TO ALL ACTS OF NEGLIGENCE BY THE RELEASEES, INCLUDING NEGLIGENT RESCUE

OPERATIONS and is intended to be as broad and inclusive as is permitted by the laws of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

CAUTION
THIS IS A RELEASE OF LEGAL RIGHTS – READ & UNDERSTAND BEFORE SIGNING

ALL SECTIONS MUST BE COMPLETED

	PRINT NAME HERE	SIGN NAME HERE	CAPACITY [driver, pit crew, spectator, etc.]
1.			
2.			
3.			
4.			
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18.			
19.			
20.			

Signature and Title of Witness	Address of Witness	Date Signature(s) witnessed

EXHIBIT E

Insurance Requirements for Porsche Club of America Special Event

At the Madera Municipal Airport

Without limiting Permittee's indemnification of City, and prior to commencement of occupation of the site for special event purposes, Permittee shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all SubPermittees 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

Permittee shall maintain limits no less than:

- $2,000,000 **General Liability** (including operations, products and completed operations) per occurrence, $5,000,000 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. All General Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be named as additional insureds under such policies and shall be at least as broad as CG 20 10. All General Liability policies shall also be endorsed to be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.
- $1,000,000 **Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Permittee arising out of or in connection with activities 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. Permittee shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, it's officers, agents, employees, and volunteers.

Maintenance of Coverage

Permittee 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 activities hereunder by Permittee, his agents, representatives, employees, subPermittees or subconsultants as specified in this Agreement.

Proof of Insurance
Permittee 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 activities. 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 Permittee, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Permittee 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 subPermittees.

Enforcement of Contract Provisions (non estoppel)
Permittee acknowledges and agrees that any actual or alleged failure on the part of the City to inform Permittee 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 these requirements 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 Permittee maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Permittee.

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

Additional Insurance
Permittee 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 Activities.

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Wendy Silva

Wendy Silva, Director of Human Resources

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: June 5, 2019

Agenda Number: B-6

SUBJECT:
Consideration of a Resolution Adopting Salary Ranges for Part Time Positions of the City of Madera Due to Ongoing Changes in the California Minimum Wage

RECOMMENDATION:
It is recommended the City Council (Council) approve the revised part time salary schedule, which reflects the ongoing changes in the California Minimum Wage.

SUMMARY:
Resolution 07-132 was adopted by the Council in May 2007 setting the rate of compensation for part time positions of the City of Madera based on Salary Schedule P. Schedule P is different than the full time salary schedule in two ways:

1. Each range consists of 5 steps, rather than 6 as found on the full time schedule; and
2. Steps within a range increase by 50 cent increments, rather than as a percent.

The resolution has been amended from time to time when new part time positions were added or changes were made to the California minimum wage.

DISCUSSION:
The last adjustment to the part time schedule was effective January 1, 2016, when the California minimum wage increased from $9 per hour to $10 per hour. Since that time, as the minimum wage has continued to increase, individuals have been adjusted within their assigned ranges to ensure minimum wage was earned, however minimum wage now represents the top step for these positions.

The current minimum wage is $12 per hour. Effective January 1, 2020, it will increase to $13 per hour. Staff has reviewed existing part time positions and their assignment to Schedule P. The following changes are being recommended:

- No assigned salary range will start below minimum wage. This means that A Step will be set to minimum wage for these positions.
- Historically, the City has paid minimum wage for Lifeguards while performing lifeguarding and a separate hourly rate equivalent to minimum wage + $1 per hour while providing swim lessons. It is recommended that these two duties be combined, with time paid at minimum wage + 50 cents per hour.
- Part time staff has taken on the responsibility for pool maintenance and have completed training to become Certified Pool Operators (CPOs). The Facility Aide position is a minimum wage position. For Facility Aids working as CPOs, it is recommended that they be paid at minimum wage + 50 cents per hour.
- The part time job title of Parks Seasonal Part Time on the existing schedule is being updated to Park Aid to reflect current terminology.
- Part time referee positions are paid per game as opposed to per hour. As the minimum wage adjustment since the last schedule update equals $2/hour, it is recommended that these duties also receive an increase of $2/hour.
- The part time position of Code Enforcement Consultant is recommended to be adjusted by $2/hour as well after consultation with the Police Department.
- There is no recommended adjustment to the part time Engineering positions because staff believes that the existing rates are still competitive.
- The part time position of Parks Special Projects Manager has been added. The position will be used as needed to assist in completion of capital projects.

The proposed part time salary schedule additionally includes the minimum wage update that will be effective January 1, 2020, for positions that start at minimum wage or are tied directly to minimum wage. Exhibit 1 of this report shows the proposed Part Time Salary Schedule being considered for adoption.

FINANCIAL IMPACT:

No employee is currently making less than minimum wage, so there will be no immediate impact upon adoption. Additionally, the proposed changes have been taken into account when calculating the 2019/20 budgeted part time salaries and benefits. Long-term part-time employees will be eligible for step increases of 50 cents per year with satisfactory job performance until they reach the top step of their assigned salary range. Step increases are not automatic and must be supported by a performance evaluation that warrants the step increase. The changes are proposed to be effective the next whole pay period in the City's payroll cycles, which begins June 8, 2019.

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:
If Council does not approve the proposed changes, the assigned salary ranges will remain as is. Should this occur, staff requests direction on next steps in addressing minimum wage changes.

ATTACHMENTS:
1. Exhibit 1: Proposed Part Time Salary Schedule
2. Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA
APPROVING COMPENSATION RANGES FOR PART TIME POSITIONS

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

1. Effective June 8, 2019, compensation ranges for part time positions of the City of Madera will be assigned ranges from Salary Schedule P as indicated in Exhibit 1.

2. Effective January 1, 2020, compensation ranges for part time positions of the City of Madera will be assigned ranges from Salary Schedule P as indicated in Exhibit 1.

3. This resolution shall supersede any and all prior resolutions setting compensation ranges for part time positions, which shall be of no further force and effect as of the effective date of this resolution.

4. This resolution is effective immediately upon adoption.

****

Exhibit 1

City of Madera
Part Time Salary Schedule

Effective 6/8/2019

Position	Range	Step A	Step B	Step C	Step D	Step E
	Hourly Pay Rate					
Program Leader I	10	12.00	12.50	13.00	13.50	14.00
Parking Enforcement Officer	10	12.00	12.50	13.00	13.50	14.00
Custodian	10	12.00	12.50	13.00	13.50	14.00
Parks Seasonal Part Time	10	12.00	12.50	13.00	13.50	14.00
Facility Aide	10	12.00	12.50	13.00	13.50	14.00
Public Works Maintenance Aid	10	12.00	12.50	13.00	13.50	14.00
Lifeguard/Swim Instructor	11	12.50	13.00	13.50	14.00	14.50
Facility Aide, Certified Pool Operator	11	12.50	13.00	13.50	14.00	14.50
Head Lifeguard	13	13.50	14.00	14.50	15.00	15.50
Program Leader II	14	14.00	14.50	15.00	15.50	16.00
Pool Manager	14	14.00	14.50	15.00	15.50	16.00
Community Service Supervisor	16	15.00	15.50	16.00	16.50	17.00
Engineering Intern	16	15.00	15.50	16.00	16.50	17.00
Code Enforcement Consultant	26	20.00	20.50	21.00	21.50	22.00
Project Development Coordinator (Unlicensed)	56	35.00	35.50	36.00	36.50	37.00
Parks & Community Services Project Manager	66	40.00	40.50	41.00	41.50	42.00
Project Development Coordinator (Licensed)	71	42.50	43.00	43.50	44.00	44.50
Special Transportation Projects Director	88	51.00	51.50	52.00	52.50	53.00
	Per Game Pay Rate					
Soccer Official	60	37.00	37.50	38.00	38.50	39.00
Softball Umpire (one official)	30	22.00	22.50	23.00	23.50	24.00
Softball Umpire (two officials)	20	17.00	17.50	18.00	18.50	19.00
Adult Basketball Referee	30	22.00	22.50	23.00	23.50	24.00
Youth Basketball Referee	20	17.00	17.50	18.00	18.50	19.00

Effective 1/1/2020

Position	Range	Step A	Step B	Step C	Step D	Step E
	Hourly Pay Rate					
Program Leader I	11	12.50	13.00	13.50	14.00	14.50
Parking Enforcement Officer	11	12.50	13.00	13.50	14.00	14.50
Custodian	11	12.50	13.00	13.50	14.00	14.50
Parks Seasonal Part Time	11	12.50	13.00	13.50	14.00	14.50
Facility Aide	11	12.50	13.00	13.50	14.00	14.50
Public Works Maintenance Aid	11	12.50	13.00	13.50	14.00	14.50
Lifeguard/Swim Instructor	12	13.00	13.50	14.00	14.50	15.00
Facility Aide, Certified Pool Operator	12	13.00	13.50	14.00	14.50	15.00
Head Lifeguard	14	14.00	14.50	15.00	15.50	16.00
Program Leader II	15	14.50	15.00	15.50	16.00	16.50
Pool Manager	15	14.50	15.00	15.50	16.00	16.50
Community Service Supervisor	16	15.00	15.50	16.00	16.50	17.00
Engineering Intern	16	15.00	15.50	16.00	16.50	17.00
Code Enforcement Consultant	26	20.00	20.50	21.00	21.50	22.00
Project Development Coordinator (Unlicensed)	56	35.00	35.50	36.00	36.50	37.00
Parks & Community Services Project Manager	66	40.00	40.50	41.00	41.50	42.00
Project Development Coordinator (Licensed)	71	42.50	43.00	43.50	44.00	44.50
Special Transportation Projects Director	88	51.00	51.50	52.00	52.50	53.00
	Per Game Pay Rate					
Soccer Official	60	37.00	37.50	38.00	38.50	39.00
Softball Umpire (one official)	30	22.00	22.50	23.00	23.50	24.00
Softball Umpire (two officials)	20	17.00	17.50	18.00	18.50	19.00
Adult Basketball Referee	30	22.00	22.50	23.00	23.50	24.00
Youth Basketball Referee	20	17.00	17.50	18.00	18.50	19.00

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Wendy Silva, Director of Human Resources

Arnoldo Rodriguez, City Manager

Council Meeting of: June 5, 2019

Agenda Number: B-7

SUBJECT:
Informational Report on Contract Legal Service Expenditures for City Attorney Services

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 City Attorney services while a new City Attorney is sought.

DISCUSSION:
The following information summarizes billings paid to date for services formerly performed by the City's in-house City Attorney. The various providers have different billing cycles, so staff has noted the time period captured by the specific bill/payment. 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: Liebert Cassidy Whitmore
Billing Period: March 2019

Matter	Charges	
	Current Period	*To Date*
Review and Advice on Employment Agreement Matters	$630.00	$3,115.00
Tort Liability Claim (Personnel related)	$2,135.00	$4,025.00
Attendance at Council Meetings & Advice on Same	$4,797.00	$7,019.00
Public Records Request for Police Records under SB1421	$2,565.00	$2,565.00
Total	**$10,127.00**	**$16,724.00**

Firm: Montoy Law

Billing Period: April 2019

Matter	Charges	
	Current Period	*To Date*
General Legal Review/Advice	$1,152.00	$1,680.00
Review and Advice on Agreements	$1,248.00	$1,248.00
Public Records Act Matters	$1,392.00	$1,536.00
Real Estate Transactions	$1,824.00	$2,208.00
Planning	$3,408.00	$3,408.00
Finance	$1,440.00	$1,728.00
Bonds	$1,176.00	$1,176.00
Litigation	$9,408.00	$9,696.00
Personnel/Payroll	$216.00	$216.00
Successor Agency	$528.00	$528.00
Public Works	$720.00	$720.00
Pitchess Motion (Peace Officer Personnel Records)	$1,296.00	$1,296.00
Attendance at Council Meetings & Advice on Same	$2,808.00	$2,808.00
Discounted Hours	($264.00)	($264.00)
Total	**$26,352.00**	**$27,984.00**

Firm: Law Offices of Gregory L. Myers

Billing Period: February 2019

Matter	Charges	
	Current Period	*To Date*
Advice on Intermodal Facility Tenant Agreements	$0.00	$159.00
Total	**$0.00**	**$159.00**

Firm: Madera County District Attorney's Office

The Madera County District Attorney's Office has been representing the City at Madera Superior Court on criminal matters, however the City has not yet received a bill for services as of the writing of this report.

FINANCIAL IMPACT:

Contract services during the interim period while the Council seeks a new provider for long term City Attorney services will be paid from salary savings captured due to the vacancies in the City Attorney's office. The Finance Department has calculated the estimated savings in salaries and benefits for the remainder of the fiscal year, and moved these funds to the contracted legal services line item in the City Attorney's budget. Exhibit 1 to this report shows the account balance for this line item.

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:
1. Exhibit 1: City Attorney's Office Contracted Services Line Item Budget Report

FOR 2019 13

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
1020 General Fund							
10201400 City Attorney							
6444 Contracted Services/ Legal							
10201400 6444 Contracted Servic	3,400	146,300	149,700	41,959.50	22,040.00	85,700.50	42.8%
TOTAL Contracted Services/ Legal	3,400	146,300	149,700	41,959.50	22,040.00	85,700.50	42.8%
GRAND TOTAL	3,400	146,300	149,700	41,959.50	22,040.00	85,700.50	42.8%

** END OF REPORT - Generated by Wendy Silva **

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Wendy Silva

Wendy Silva, Director of Human Resources

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: June 5, 2019

Agenda Number: B-8

SUBJECT:

Consideration of a Resolution Approving Health, Dental, and Vision Insurance Providers for Fiscal Year 2019/20 and Authorizing the City Manager to Execute any Agreements or Related Documents

RECOMMENDATION:

Staff recommends the City Council (Council) adopt the resolution approving the 2019/20 health, dental, and vision insurance providers.

SUMMARY:

The City of Madera offers health benefits to its employees through an IRS Section 125 cafeteria-style plan. The City's Section 125 plan includes health benefits, group life insurance buy-up and accidental death and dismemberment benefits, a medical expense flexible spending account option, and a dependent care flexible spending account option. The health benefits category is further broken down into medical, dental and vision insurance. The City's contribution towards individual employee health insurance is a negotiated item in the various Memorandums of Understanding (MOUs) between the City and bargaining units. All MOUs with the bargaining units state that the City has the right to determine the plan carriers. Employee units have input on plan design.

DISCUSSION:

The City's medical plan consists of a high deductible PPO purchased from a primary carrier with the City self-funding the deductible through what is known as a Wrap Plan (Wrap). The primary carrier processes claims first. If a claim is in-network and applied to the deductible, then the Wrap will pay as secondary payer. This plan structure has proven to be effective at reducing the City's overall cost of health insurance. The primary insurer for the City's medical plan is currently Blue Shield of California (Blue Shield) for the PPO. The Wrap plan is administered by Administrative Solutions, Inc. (ASi) out of Fresno, with funding from the City on deposit in a trust account for claims payment.

In addition to the base medical plan, starting in plan year 2016/17, the City added a Teledoc service to curtail over utilization of Urgent Care and Emergency Room services for basic medical needs, which come at a premium when compared to routine office visits. The Teledoc benefit has been well-received by employees and has been successful in curtailing these high-dollar providers being used for basic medical services. The cost to the City to provide this benefit is $9.50 per month per employee enrolled. There is no additional premium charged for dependents; the $9.50 covers the employee and any enrolled dependents. When the service is utilized, the caller is asked where they would have gone to obtain service had they not called Teledoc. Based on this information, it is estimated that the City saved $41,664 in calendar year 2018 and has saved $22,278 for the period of January thru April 2019. These are costs that would have been charged to the City-funded Wrap had they not been addressed through telephonic care.

In addition to the medical plan, the City currently offers dental benefits through Ameritas and vision benefits through Superior Vision.

The overall increase to medical, dental and vision premiums when combined for the 2019/20 plan year averages 4.3%, depending on enrollment level. Enrollment level is set by whether the employee enrolls only themselves, adds one dependent, or adds two or more dependents (family coverage).

- Blue Shield has offered the City a renewal at a 4.5% increase over current premiums. This is an extremely favorable renewal to the City, considering industry trend is hovering in the 10% range.
- The proposed cost for the Teledoc service remains at $9.50 per employee enrolled, per month.
- Ameritas offered the City a renewal at a 4.5% increase over current premiums as well. This is also a favorable renewal as the City has a history of high dental utilization.
- Superior Vision offered the City what is referred to as a rate pass, meaning no increase. They also guaranteed the rates for two years (plan years 2019/20 and 2020/21).

It is recommended that Council approve renewing services with existing providers for the 2019/20 plan year:

- Blue Shield as primary medical plan provider
- ASi as Administrator for the Wrap Plan
- Call A Doctor Plus as the teledoc provider
- Ameritas Life Insurance Company as the dental provider
- Superior Vision as the vision provider

While the current recommendation is to renew the existing plans and model for providing health insurance, it is understood that there is always the need to evaluate options. The City has established an employee committee consisting of representatives from all bargaining units to

look at various city-wide policies and programs that affect employees. Prior to next year's health renewal, the committee will review the providers offered and work with the City's broker to identify any other potential providers or service models that should be evaluated.

FINANCIAL IMPACT:
Health plan premiums are paid by employees through payroll deductions. The City's contributions toward health insurance are negotiated with the bargaining units and contained in the applicable MOUs.

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:
The City's health plan year begins on July 1 of each year. Should Council not take action, the existing plans will automatically renew without notice from the City to terminate the plans.

ATTACHMENTS:
1. Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA
APPROVING HEALTH, DENTAL, AND VISION INSURANCE PROVIDERS FOR FISCAL YEAR 2019/20 AND
AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AGREEMENTS OR RELATED DOCUMENTS

WHEREAS, the City of Madera retains an insurance consultant/broker to annually evaluate and negotiate health and wellness policies and premiums; and

WHEREAS, the City's medical, dental, and vision plans are due for renewal and quotes have been obtained and negotiated with providers by the broker; and

WHEREAS, the City of Madera wishes to provide said benefits to its employees through Blue Shield for medical insurance; Administrative Solutions, Inc. for administration of the self-funded Wrap Plan; Providence Financial Group, LLC for the Call A Doctor Plus service; Ameritas Life Insurance Company for dental insurance; and Superior Vision for vision insurance.

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. Superior Vision is approved as the vision insurance provider for plan year 2019/20.
3. Ameritas Life Insurance Company is approved as the dental insurance provider for plan year 2019/20.
4. Blue Shield is approved as the medical insurance provider for plan year 2019/20.
5. Administrative Solutions Inc. is approved as the administrator for the self-funded Wrap Plan for plan year 2019/20.
6. Call A Doctor Plus, provided through Providence Financial Group, LLC, is approved as the teledoc service provider for plan year 2019/20.
7. The City Manager is authorized to execute any agreements or related documents on behalf of the City of Madera to effectuate specific provider plans. Any executed agreements or related documents will be maintained on file with the Office of the City Clerk.
8. This resolution is effective immediately upon adoption.

* *

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: June 5, 2019

Agenda Number: B-9

SUBJECT:

Consideration of a Resolution Approving the Award of Contract for Golden State Boulevard Shoulder Paving from Pecan Avenue To Madera Community Hospital Entrance, City Project No. R-68, Federal Project No. CML-5157(110), in the Amount of $141,161 to On Point Grading & Paving, Inc., and Authorizing the Mayor to Execute the Agreement on Behalf of the City; and

Consideration of a Resolution Approving Funding Amendments and Appropriating $125,000 to the City of Madera Fiscal Year 2018/19 Capital Projects Budget for the Construction of Golden State Boulevard Shoulder Paving from Pecan Avenue To Madera Community Hospital Entrance, City Project No. R- 68, Federal Project No. CML-5157(110)

RECOMMENDATION:

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

1. Approving the award of Contract for Golden State Boulevard Shoulder Paving from Pecan Avenue To Madera Community Hospital Entrance, City Project No. R-68, Federal Project No. CML-5157(110) ("Project"), in the Amount of $141,161 To On Point Grading & Paving, Inc.

    a. Authorizing construction contingencies of up to 10 percent as approved by the City Engineer.

    b. Authorizing funding of up to 15 percent of the contract amount for construction inspection and management as approved by the City Engineer.

    c. Authorizing funding of up to 5 percent of the contract amount for third party testing, surveying, biological or consulting services as approved by the City Engineer.

d. Authorizing the Mayor to execute the agreement on behalf of the City.

2. Adopt a Resolution authorizing a funding amendment and appropriating $125,000 to Fiscal Year (FY) 2018/19 Capital Projects Budget for the Golden State Boulevard Shoulder Paving from Pecan Avenue To Madera Community Hospital Entrance, City Project No. R-68, Federal Project No. CML-5157(110).

SUMMARY:

On May 7th of this year, the City received four bids for the Project. On Point Grading & Paving, Inc. submitted the lowest responsive and responsible bid that meets the contract requirements; it is recommended that the Council award the project to On Point Grading & Paving, Inc.

DISCUSSION:

The Project will provide paved shoulders on both sides of Golden State Boulevard from Pecan Avenue to the Madera Community Hospital entrance. All work will be performed within existing City right-of-way. The work in general consists of furnishing all labor, materials, and equipment necessary to perform all operations for paved shoulders. The project includes a saw cutting edge of the existing pavement, the existing dirt surface will be graded and compacted per the design drawings, and a paved shoulder will be constructed with shoulder backing, minor asphalt repairs and all other work as shown on the Project plans and required by the specifications.

The "Notice Inviting Bids" for the project was duly noticed in the Madera Tribune Newspaper on April 6th and April 13th of 2019. The construction and bidding documents (specifications) were distributed to Builders Exchanges in Fresno, Modesto, and Visalia. The bid documents were also made available to the Kern-Minority Contractors Association in Bakersfield. The plans and specifications were also posted on EBidBoard.com, a projects online listing service for contractors accessible from the City's website as well as to other contractors that regularly access Bitboard's website.

The four bids received were checked for accuracy with the bidding requirements of the specifications and for validity of licenses and bid security. The third low bid received from Witbro, Inc. DBA Seal Rite Paving and Grading was determined to be non-responsive for failure to acknowledge the addendum, as required per the Public Contract Code.

The qualified bidders and bids received are listed below:

On Point Grading & Paving, Inc.	$ 141,161.00
Avision Construction, Inc.	$ 157,050.00
Witbro, Inc. DBA Seal Rite Paving and Grading	$ 158,248.00*
Bush Engineering, Inc.	$ 191,946.52
Engineers Opinion of Cost	$ 118,250.00

*Denotes a non-responsive bid for failure to acknowledge an addendum.

On Point Grading & Paving, Inc. submitted the lowest responsive and responsible bid that meets the contract requirements. It is recommended that the Council award the project to On Point Grading & Paving, Inc.

FINANCIAL IMPACT:

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

A portion of the funding for this project was programmed in FY 2018/19 with Local Transportation Fund (LTF) in the amount of $61,000, Org no. 42005330.

The attached Exhibit AA for the appropriation adjustment will modify the current budget to reflect the following funding in FY 2018/19: $100,000 of Congestion Mitigation and Air Quality (CMAQ) funds in Org no. 41705070, and $25,000 of LTF in Org no. 42005330.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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

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

Strategy 126 - Provide safe, clean and attractive streets consistent with the Madera Vision 2025 Plan.

ALTERNATIVES:

1. Reject all bids which will result in a need to re-bid the project
2. Modify the scope of the project which will result in a need to re-bid the project
3. Provide Staff with additional feedback

ATTACHMENTS:

1. Resolution – Contract Award
2. Resolution – Funding Amendment
3. Project Location Map
4. Agreement

ATTACHMENT 1

RESOLUTION FOR CONTRACT AWARD

RESOLUTION NO. 19-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING THE AWARD OF CONTRACT FOR GOLDEN STATE BOULEVARD SHOULDER PAVING FROM PECAN AVENUE TO MADERA COMMUNITY HOSPITAL ENTRANCE, CITY PROJECT NO. R-68, FEDERAL PROJECT NO. CML-5157(110), IN THE AMOUNT OF $141,161.00 TO ON POINT GRADING & PAVING, INC., AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY

WHEREAS, on April 6th and April 13th, 2019 the City of Madera (City) Engineering Division advertised a solicitation for bids for Golden State Boulevard Shoulder Paving from Pecan Avenue To Madera Community Hospital Entrance, City Project No. R-68, Federal Project No. CML-5157(110), hereinafter referred to as "the Project"; and

WHEREAS, sealed bids were received on May 7th, 2019, and opened by the City Engineer; and

WHEREAS, funding for Golden State Boulevard Shoulder Paving from Pecan Avenue To Madera Community Hospital Entrance, City Project No. R-68, Federal Project No. CML-5157(110) is partly programmed in the Capital Improvement Projects Budget for Fiscal Year (FY) 2018/19 and an amendment to the FY 2018/19 is necessary to complete the project;

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

1. The above recitals are true and correct.

2. The City Council has reviewed and considered all the information presented including the report to the City Council from the Engineering Department.

3. The City finds that On Point Grading & Paving, Inc. is the lowest responsible and responsive bidder.

4. The contract for Golden State Boulevard Shoulder Paving from Pecan Avenue To Madera Community Hospital Entrance, City Project No. R-68, Federal Project No. CML-5157(110) in the amount of $ 141,161 with On Point Grading & Paving, Inc. a copy of which is on file in the Office of the City Clerk and referred to for particulars, is approved.

5. Authorizing Construction Contingencies of up to 10 percent as approved by the City Engineer.

6. Authorizing Funding of up to 15 percent of the Contract Amount for Construction Inspection and Management as approved by the City Engineer.

7. Authorizing Funding of up to 5 percent of the Contract Amount for Third Party Testing, Surveying, Biological or Consulting services as approved by the City Engineer.

8. The Mayor is hereby authorized to execute the contract on behalf of the City.

9. This Resolution is effective immediately upon adoption.

****

ATTACHMENT 2

RESOLUTION FOR FUNDING AMENDMENTS

RESOLUTION NO. 19-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, APPROVING FUNDING AMENDMENTS AND APPROPORIATING $125,000 TO THE CITY OF MADERA FISCAL YEAR 2018/19 CAPITAL PROJECTS BUDGET FOR THE CONSTRUCTION OF GOLDEN STATE BLVD. SHOULDER PAVING FROM PECAN AVE. TO MADERA COMMUNITY HOSPITAL ENTRANCE, CITY PROJECT NO. R-68, FEDERAL PROJECT NO. CML-5157(110)

WHEREAS, Project comprising of the Construction of Golden State Blvd. Shoulder Paving from Pecan Ave. To Madera Community Hospital Entrance, City Project No. R- 68, Federal Project No. CML-5157(110), hereinafter called "the Project", is included in the proposed Fiscal Year (FY) 2018/19 Budget for Capital Projects; and

WHEREAS, Funds in the amount of $25,000 are available in the programmed fund balance of the Local Transportation Fund Org. No. 42005330; and

WHEREAS, the Fiscal Year 2018/19 Budget needs to be amended to include $100,000 of Congestion Mitigation and Air Quality (CMAQ) Fund Org. No. 41705070.

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

1. The above recitals are true and correct.

2. The FY 2018/19 Capital Projects Budget is hereby amended in accordance with Exhibit AA, which is incorporated by reference herein.

3. The City Clerk is authorized and directed to forward a copy of the resolution to the Director of Finance who is authorized to take such action as necessary to implement the terms of this resolution.

4. This resolution is effective immediately.

* * * * * * * *

EXHIBIT AA

CITY OF MADERA

Resolution 19 - _____

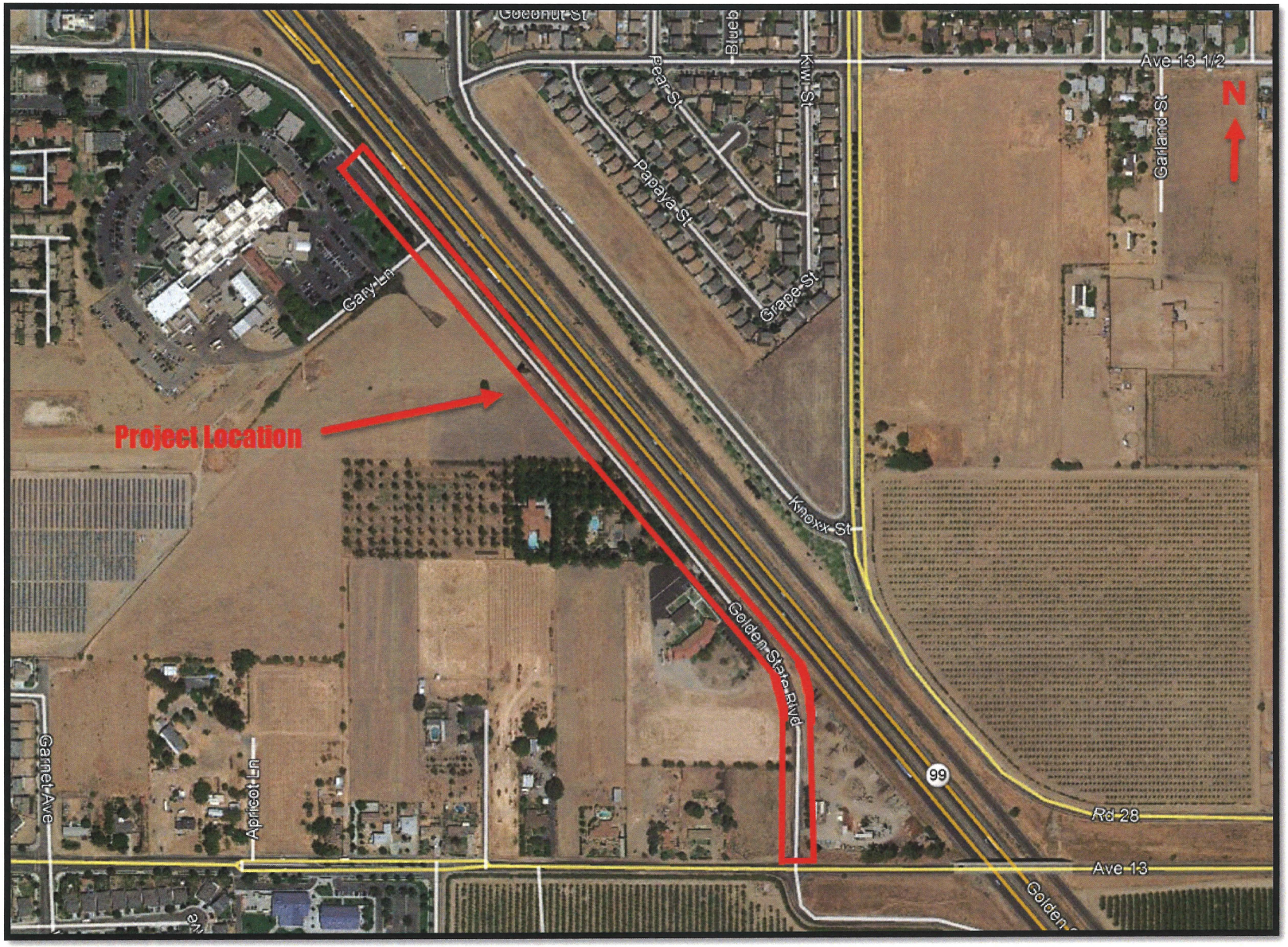
Golden State Boulevard Shoulder Paving from Pecan Avenue to Madera Community Hospital
City Project No. R-68, Federal Project No. CML 5157 (110)

ORG CODE	OBJECT CODE	PROJECT CODE	DESCRIPTION	(+)	(-)
Local Transportation Funds (42005330)					
Expenditure Account 42005330	7050	R-000068	Golden State Blvd Shoulder Paving	25,000.00	
Expenditure Account 4200	3210		Fund Balance Unappropriated		25,000.00
			Total	**25,000.00**	**25,000.00**
Congestion Mitigation and Air Quality (41705070)					
Expenditure Account 41705070	7050	R-000068	Golden State Blvd Shoulder Paving	100,000.00	
Expenditure Account 4170	3210		Fund Balance Unappropriated		100,000.00
			Total	**100,000.00**	**100,000.00**

ATTACHMENT 3

LOCATION MAP

Golden State Blvd. Shoulder Paving from Pecan Ave. to Madera Community Hospital Entrance



ATTACHMENT 4

AGREEMENT

AGREEMENT

THIS AGREEMENT, made this 5th day of June, 2019, between the City of Madera, hereinafter called "**OWNER",** and On Point Grading & Paving, Inc., doing business as (an individual), or (a partnership), or (a corporation), hereinafter called **"CONTRACTOR"**.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The **CONTRACTOR** shall commence and complete all **WORK** required for the **"GOLDEN STATE BLVD. SHOULDER PAVING FROM PECAN AVE. TO MADERA COMMUNITY HOSPITAL ENTRANCE, CITY PROJECT NO. R-68, FEDERAL PROJECT NO. CML-5157(110)"**

2. The **CONTRACTOR** shall furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the **WORK** described herein.

3. The **CONTRACTOR** shall commence the **WORK** required by the **CONTRACT DOCUMENTS** within 10 calendar days after the date of the **NOTICE TO PROCEED** and will complete the same within the time period set forth in the **CONTRACT DOCUMENTS**. The **CONTRACTOR** shall submit a Payment Bond and Performance Bond in the amount of $141,161.00, each and Insurance Certificates as specified in the **CONTRACT DOCUMENTS** prior to commencing any WORK.

4. The **CONTRACTOR** agrees to perform all of the **WORK** described in the **DOCUMENTS** for the unit and lump sum prices set forth in the Bid Schedule.

5. The term **"CONTRACT DOCUMENTS"** means and includes the following:

(A) Advertisement for Bids
(B) Information for Bidders
(C) Bid Proposal
(D) Bid Bond
(E) Agreement
(F) Payment Bond
(G) Performance Bond
(H) Insurance Requirements for Contractors
(I) General Conditions
(J) Special Conditions
(K) City of Madera Standard Specifications and Drawings
(L) State Standard Plans and Specifications
(M) PLANS and SPECIFICATIONS prepared or issued by CITY OF MADERA, entitled **"GOLDEN STATE BLVD. SHOULDER PAVING FROM PECAN AVE. TO MADERA COMMUNITY HOSPITAL ENTRANCE, CITY PROJECT NO. R-68, FEDERAL PROJECT NO. CML-5157(110)" dated April 2019.**

Addenda Nos. 1, dated 04/30/19
Addenda Nos. _____, dated _____
Addenda Nos. _____, dated _____

6. In the event the **CONTRACTOR** does not complete the **WORK** within the time limit specified herein or within such further time as authorized, the **CONTRACTOR** shall pay to the **OWNER** liquidated damages in the amount **of Four Hundred Eighty ($480.00)** per day for each and every calendar day delay in finishing the **WORK** beyond the completion date so specified.

7. The **OWNER** will pay to the **CONTRACTOR** in the manner and at such times as set forth in the General Conditions such amounts as required by the **CONTRACT DOCUMENTS**. For any moneys earned by the **CONTRACTOR** and withheld by the **OWNER** to ensure the performance of the Contract, the **CONTRACTOR** may, at his request and expense, substitute securities equivalent to the amount withheld in the form and manner and subject to the conditions provided in Division 2, Part 5, Section 22300 of the Public Contract Code of the State of California.

8. In the event of a dispute between the **OWNER** and the **CONTRACTOR** as to an interpretation of any of the specifications or as to the quality or sufficiency of material or workmanship, the decision of the **OWNER** shall for the time being prevail and the **CONTRACTOR**, without delaying the job, shall proceed as directed by the **OWNER** without prejudice to a final determination by negotiation, arbitration by mutual consent or litigation, and should the **CONTRACTOR** be finally determined to be either wholly or partially correct, the **OWNER** shall reimburse him for any added costs he may have incurred by reason of work done or material supplied beyond the terms of the contract as a result of complying with the **OWNER'S** directions as aforesaid. In the event the **CONTRACTOR** shall neglect to prosecute the work properly or fail to perform any provisions of the **CONTRACT**, the **OWNER**, after three days written notice to the **CONTRACTOR**, may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to the **CONTRACTOR**, subject to final settlement between the parties as in this paragraph herein above provided.

9. Attention is directed to Section 1735 of the Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical conditions, marital status, or sex of such persons except as provided in Section 12940 of the Government Code, and every contractor for public works violating this section is subject to all the penalties imposed for by violation of this chapter".

10. In accordance with the provisions of Article 5, Chapter I, Part 7, Division 2 (commencing with Section 1860) and Chapter 4, Part I, Division 4 (commencing with Section 3700) of the Labor Code of the State of California, the **CONTRACTOR** is required to secure the payment of compensation to his employees and shall for that purpose obtain and keep in effect adequate Worker's Compensation Insurance.

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

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

between such prevailing wage rates and the amount paid to each workman for each calendar day or portion thereof for which each workman was paid less than a prevailing wage rate, shall be paid to each workman by the **CONTRACTOR**.

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

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

Section 1777.5 provides, in part, as follows:

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

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

(a) In the event unemployment for the previous three month period in such area exceeds

an average of 15 percent, or

(b) In the event the number of apprentices in training in such area exceeds a ratio of 1 to 5, or

(c) If there is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either (1) on a statewide basis, or (2) on a local basis, or

(d) If assignment of an apprentice to any work performed under a public works contract would create a condition which should jeopardize his life or the life, safety, or property of fellow employees, or the public at large or if the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

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

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

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

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

than overtime and shift work established as a regular procedure shall be performed between the hours of 6:00 P.M. and 7:00 A.M. nor on Saturdays, Sundays or holidays except such work as is necessary for the proper care and protection of the work already performed or in case of an emergency.

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

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

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

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

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

Contractor obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without

affecting the rights of City under any provision of this agreement, **Contractor** shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of **Contractor** will be for that entire portion or percentage of liability not attributable to the active negligence of City.

Contractor agrees to obtain or cause to be obtained executed defense and indemnity agreements with provisions identical to those set forth in this Section from each and every Subcontractor and Subconsultant, of every Tier. In the event the **Contractor** fails to do so, **Contractor** agrees to be fully responsible to provide such defense and indemnification according to the terms of this Section.

18. Contractor must comply with the insurance requirements as described in the section "INSURANCE REQUIREMENTS FOR **CONTRACTOR**", **pages 43-44** of the Contract Documents.

19. Amendments- Any changes to this Agreement requested by either City or **On Point Grading & Paving, Inc.**, may only be effected if mutually agreed upon in writing by duly authorized representatives of the parties hereto. This Agreement shall not be modified or amended or any rights of a party to it waived except by such writing.

20. Termination.

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

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

1. An illegal use of funds by **On Point Grading & Paving, Inc.**;
2. A failure by **On Point Grading & Paving, Inc.** to comply with any material term of this Agreement;
3. A substantially incorrect or incomplete report submitted by **On Point Grading & Paving, Inc.** to City.

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

Notice of termination shall be mailed to the City:

City of Madera
Engineering Department
205 W. 4th Street
Madera, Ca 93637

To the Contractor **On Point Grading & Paving, Inc.**
1702 N. Chateau
Fresno, CA 93723

Notices. All notices and communications from the **On Point Grading & Paving, Inc.** shall be to City's designated Project Manager or Principal-In-Charge. Verbal communications shall be confirmed in writing. All written notices shall be provided and addressed as soon as possible, but not later than thirty (30) days after termination.

21. Compliance With Laws- City shall comply with all Federal, State and local laws, ordinances, regulations and provisions applicable in the performance of City's services.

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

22. Attorneys' Fees/Venue- In the event that any action is brought to enforce the terms of this Agreement, the party found by the court to be in default agrees to pay reasonable attorneys' fees to the successful party in an amount to be fixed by the Court. The venue for any claim being brought for breach of this Agreement shall be in Madera County or as appropriate in the U.S. District Court for the Eastern District of California, located in the City of Madera.

23. Governing Law- The laws of the State of California shall govern the rights and obligations of the parties under the Agreement, including the interpretation of the Agreement. If any part of the Agreement is adjudged to be invalid or unenforceable, such invalidity shall not affect the full force and effect of the remainder of the Agreement.

24. City's Authority- Each individual executing or attesting to this Agreement on behalf of the City hereby covenants and represents: (i) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of such corporation in accordance with a duly adopted resolution of the corporation's articles of incorporation or charter and bylaws; (ii) that this Agreement is binding upon such corporation; and (iii) that Contractor is a duly organized and legally existing municipal corporation in good standing in the State of California.

25. Contractor's Legal Authority - Each individual executing or attesting this Agreement on behalf of **On Point Grading & Paving, Inc.** hereby covenants and represents: (i) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of such corporation in accordance with such corporation's articles of incorporation or charter and by-laws; (ii) that this Agreement is binding upon such corporation; and (iii) that **On Point Grading & Paving, Inc.** is a duly organized and legally existing corporation in good standing in the State of California.

26. Remedies for Default. Failure by a party to perform any term, condition or covenant required of the party under this Agreement shall constitute a "default" of the offending party under this Agreement. In the event that a default remains uncured for more than ten (10) days following receipt of written notice of default from the other party, a "breach" shall be deemed to have occurred. Any failure or delay by a party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any rights or remedies associated with a default.

27. Independent Contractor. In performance of the work, duties, and obligations assumed by the Contractor under this Agreement, it is mutually understood and agreed that the

City, including any and all of City's officers, agents and employees will, at all times, be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of **City.** Furthermore, **City** shall have no right to control or supervise or direct the manner or method by which City shall perform its work and functions. The City shall comply with all applicable provisions of law and the]rules and regulations, if any, of governmental authorities having jurisdiction over the subject matter hereof.

Because of its status as an independent contractor, City shall have absolutely no right to employment rights and benefits available to **City** employees. City shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. In addition, City shall be solely responsible and hold **City** harmless from all matters relating to payment of City's employees, including compliance with Social Security, withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, City may be providing services to others unrelated to **City** or to this Agreement.

28.Sole Agreement- This instrument constitutes the sole and only Agreement between City and **On Point Grading & Paving, Inc.** in connection to the Project and correctly sets forth the obligations of the City and **On Point Grading & Paving, Inc.** to each other as of its date. Any Agreements or representations in connection with the Project, not expressly set forth in this instrument are null and void.

27. Assignment-Neither the **On Point Grading & Paving, Inc.** nor City will assign its interest in this Agreement without the written consent of the other.

28. Caltrans is required by 23 code of Federal Regulations (CFR), part 200, Section 200.9 (b)(7) to conduct reviews of sub-recipients (Local Agencies) of federal-aid to ensure compliance with Title VI of the Civil Rights Act of 1964 and the relates statues (Title VI) through the requirements under the Federal Highway Administration (FHWA), the U.S. Department of Transportation (USDOT), and the U.S. Department of Justice (USDOJ) regulations and guidance materials related to the implementation of Title VI.

The scope of the process reviews conducted by Caltrans focuses on the Local Agency's adherence to the FHWA's Title VI Program (Race, Color and National Origin) and the related statues protecting additional classes as required under

- Federal-Aid Highway Act of 1973 (Sex)
- The Age Discrimination Act of 1975 (Age), and
- The Americans with Disabilities Act of 1990 (ADA)(Disability) and Section 504 of the Rehabilitation Act of 1973 (Disability).

29 This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in THREE copies, each of which shall be deemed an original on the date first above written.

City of Madera
Herein Called OWNER

By: _____
Andrew J. Medellin, Mayor

APPROVE AS TO FORM:

_____
Hilda Cantu Montoy, Interim City Attorney

ATTEST:

_____
Claudia Mendoza, Interim City Clerk

BY: _____
Herein Called CONTRACTOR

BY: _____

_____
Federal Tax I.D. No.

_____
Contractor License Number

_____
DIR Registration Number

Attachment A) **General Wage Decision No. CA190018 02/22/2019 CA18**

Attachment B) **Form FHWA 1273 required to be incorporated into all contracts with Contractors and Subcontractors.**

NOTE: This Notary Acknowledgment on the following page is required for verification of Contractor's signature.

Acknowledgment

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

State of California)

County of _____)

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

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: June 5, 2019

Agenda Number: B-10

SUBJECT: **Consideration of a Resolution Approving a Dedication Grant Deed of Land from a Portion the Right of Way Acquired from the Union Pacific Railroad (UPRR) for the Olive Avenue Widening and Reconstruction Project to the Owners of J. W. Myers, Inc. (Myers), Authorizing the Mayor to Execute the Dedication Grant Deed and Authorizing the City Clerk to Acknowledge, Notarize and Record the Dedication Grant Deed**

RECOMMENDATION:

Staff recommends that the City Council (Council) adopt a resolution approving a Dedication Grant Deed of real property to the owners, James W. Myers and Karen S. Myers, for the necessary relocation of a Propane Tank Facility due to the right-of-way acquisition for the Olive Avenue Widening and Reconstruction Project.

SUMMARY:

Right-of-Way acquisition from four parcels of land from the UPRR was necessary for the Olive Avenue Widening and Reconstruction Project. Acquisition from one of the UPRR parcels included additional land adjacent to the parcel occupied by Myers. This additional land, 0.13 acre, was acquired with the UPRR parcel to be dedicated and added to the Myers parcel. See Attachment No. 4., the Aerial Strip Map of the Myers and UPRR parcels showing the proposed parcel for dedication. The land added to the Myers parcel is necessary for the relocation of an existing Propane Tank Facility.

DISCUSSION:

Right-of-Way acquisition was necessary from owners of eight parcels and from four parcels owned by the (UPRR).

The cost of land acquisition and improvements from Myers parcel, APN: 011-300-001, consisting of 5,148 square feet for a strip of land along the south side of Olive Avenue and for the loss of value of the remainder of the parcel was a combined total amount of $207,000. The Purchase and Sales Agreement approved by Council required the City to compensate the owners for the relocation of an existing Propane Tank with Concrete Foundation and Customer Dispensing Facility. The owners are in the process of designing the relocation layout and obtaining cost estimate bids for this relocation.

Since there was no land available remaining on the Myers parcel, UPRR land adjacent to the Myers parcel was acquired for the relocation of the Propane Tank Facility. The land proposed for dedication to Myers is a triangle shape parcel of 0.13 acre. The owners of Myers, James W. Myers and Karen S. Myers, have agreed to accept this parcel of land as being adequate for the relocation of the Propane Tank Facility. The acquisition of this land was necessary to offset significant severance costs if the Propane Tank Facilities could not be saved or relocated.

The Project will consist of widening and reconstructing Olive Avenue between Gateway Drive and Roosevelt Street to arterial street standards with four travel lanes and median and completing the arterial street standard improvements on Olive Avenue between Roosevelt Street and Knox Street. See Attached No. 5 showing the cross section of the proposed street. The Project will include a new UPRR crossing protection and signal and installation of traffic signals at the intersections of Roosevelt Street and Knox Street. The project also includes street widening improvements to meet collector street standards on Knox Street between Neplus Way and Olive Avenue.

In April 1996, the City of Madera adopted a Mitigated Negative Declaration (MND) for the East Olive Plan Line and Building Setback Project (East Olive Avenue Plan Line) for the widening of Olive Avenue to a 100 foot right of way arterial standard street. The MND was adopted based on an Initial Study in conformance with the California Environmental Quality Act (CEQA). On November 10, 2015, the City of Madera Planning Commission approved an Addendum to the MND for the Adoption of the East Olive Plan Line to include Olive Avenue between Gateway Drive and Knox Street. The approval of the addendum was based on an analysis of the proposed project within the Environmental Assessment, Initial Study and MND prepared by staff pursuant to the CEQA Section 15164.

FINANCIAL IMPACT:

There will be no impact to the City's General Fund for the right-of-way and construction costs for this project. Regional Surface Transportation Program (RSTP) funds were used for right-of-way acquisition and these funds are eligible for severance and relocation costs.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Strategy 126 - This project supports this strategy for providing clean, attractive streets that are safe and aesthetically pleasing.

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

ALTERNATIVES:

None as approval of the deed is consistent with conditions in a previous acquisition agreement approved by City Council.

ATTACHMENTS:

1. Council Resolution
2. Dedication Deed
3. Legal Description & Drawing
4. Aerial Photo along the Myers Parcel
5. Olive Avenue Street Section

RESOLUTION NO. 19-_____

A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING A DEDICATION GRANT DEED TO JAMES W. MYERS AND KAREN S. MYERS, THE LEGAL PROPERTY OWNERS OF J. W. MYERS, INC.

WHEREAS, the City Council of the City of Madera has approved the Olive Avenue Widening and Reconstruction Project between Gateway Drive and Knox Street and Knox Street between Neplus Way and Olive Avenue (the Project); and

WHEREAS, the Project requires the acquisition of right of way and compensation for relocation of property; and

WHEREAS, as part of the Project the City acquired real property from James W. Myers and Karen S. Myers, property owners of J.W. Myers Inc. and agreed to compensate them for the relocation of a Propane Tank Facility; and

WHEREAS, the property owners of J. W. Myers, Inc., James W. Myers and Karen S. Myers, have accepted certain real property as compensation for the relocation of the Propane Tank Facility as described below; and

WHEREAS, the property to be dedicated is more specifically described in the legal description attached to the Dedication Grant Deed; and

WHEREAS, in April 1996, the City of Madera adopted a Mitigated Negative Declaration (MND) for the East Olive Avenue Plan Line and Building Set Back Project (East Olive Avenue Plan Line) for the widening of Olive Avenue to a 100 foot right of way arterial standard street. The MND was certified based on an Initial Study in conformance with the California Environmental Quality Act (CEQA). The Addendum to the MND for the widening of East Olive Avenue to 100 feet right of way arterial standard was approved by the Madera Planning Commission on November 10, 2015; and

WHEREAS, the Dedication Grant Deed recommended for approval is on file in the office of the City Clerk.

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

1. The above recitals are true and correct.
2. The City Council of the City of Madera approves the Dedication Grant Deed attached as Exhibit A to this resolution and a copy of which is on file in the Office of the City Clerk.

3. The Mayor is authorized to execute the Dedication Grant Deed.
4. The City Clerk is authorized to acknowledge and notarize the Dedication Grant Deed and to have it recorded.
5. This resolution is effective immediately upon adoption.

* * * * * * * *

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

Fee waived per Section 27383 of the Government Code No Fee Due

Fee Waived per Section 27388-1 (a) (2) (D) of the Gov. Code No Doc Tax Due R&T 11922

DEDICATION GRANT DEED

FOR A VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, **THE CITY OF MADERA,** A MUNICIPAL CORPORATION OF THE STATE OF CALIFORNIA, DOES HEREBY GRANT TO **JAMES W. MYERS AND KAREN S. MYERS,** OWNERS OF **J. W. MYERS, INC., A CALIFORNIA CORPORATION,**

A dedication grant deed of real property in the City of Madera, County of Madera, State of California, being more particularly known and described in the LEGAL DESCRIPTION attached hereto and made a part hereof:

By: _____ Date: _____
Andrew J. Medellin, Mayor

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 _____

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

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

WITNESS MY HAND AND OFFICIAL SEAL

Signature: _____ (Seal)

Right-of-Way Acquisition

Olive Avenue

Legal Description

APN 011-300-002, Owner Union Pacific Railroad

S.B.E. Map No. 872-20-6G, Parcel 18

(Remnant parcel to be conveyed by City to J. W. Myers, Inc.)

All that portion of the northeast quarter of the northwest quarter of Section 30, Township 11 South, Range 18 East, Mount Diablo Base and Meridian, in the City of Madera, County of Madera, State of California, according to Licensed Surveyor's Plat, recorded September 24, 1925, and further according to Record of Survey, recorded April 17, 1986, in Book 32, Page 20, Madera County Records, being more particularly described as follows:

Commencing at the north quarter corner of said Section 30; thence N89° 05'19"W, along the north line of said Section 30, a distance of 667.30 feet; thence S 0° 54' 41" W, at a right angle to said section line, a distance of 15.00 feet, to a point on the south right-of-way line of Olive Avenue, which is also the northeast property corner of parcel APN 011-300-002; thence N 89° 05' 19" W, along a line parallel with, and 15.00 feet south of, said north line of Section 30, a distance of 107.18 feet; thence S 9° 03' 03" E, a distance of 23.89 feet to THE TRUE POINT OF BEGINNING;

Thence S 9° 03' 03" E, a distance of 129.89 feet to an angle point in the west boundary of said parcel APN 011-300-002; thence N 39° 53' 19" W, along said west boundary, a distance of 172.33 feet; thence, along a non-tangent curve, concave to the south, having a radius of 939.00 feet, through a central angle of 3° 02' 37", an arc length of 49.88 feet to a point of tangency on a line bearing S 86° 38' 47" E, a distance of 40.31 feet to THE TRUE POINT OF BEGINNING.

Containing 5,774.69 square feet.

APN 011-300-002

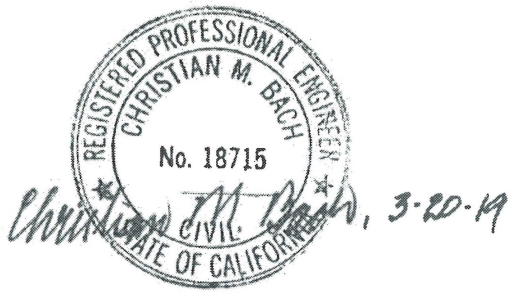
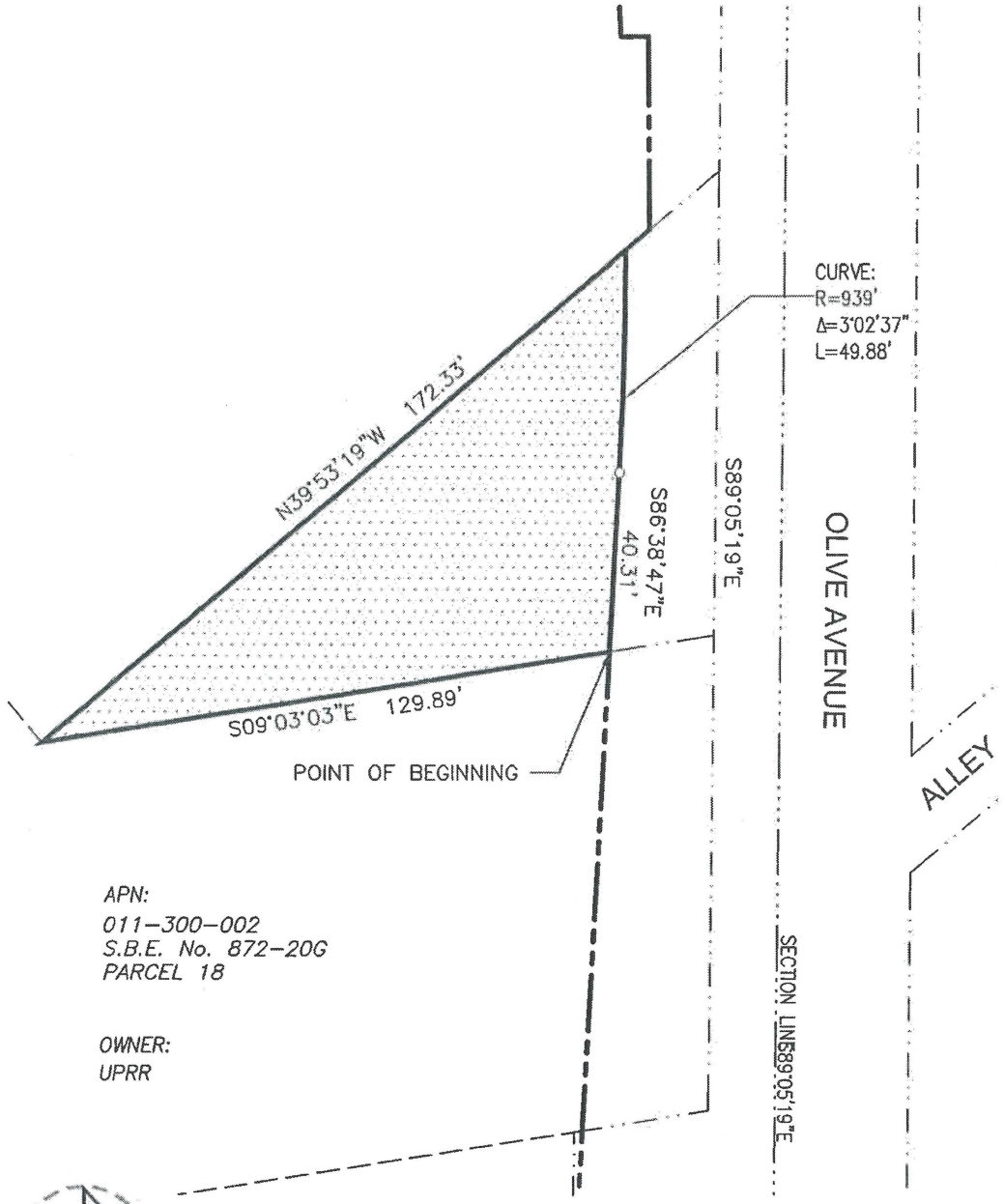


EXHIBIT "B-S"



APN:
011-300-002
S.B.E. No. 872-20G
PARCEL 18

OWNER:
UPRR

N

SCALE: 1"=40'

INDICATES EASEMENT AREA TO BE GRANTED TO THE CITY OF MADERA CONTAINING ±5,775 SQ. FT.

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

Christian M. Bach 7-20-19

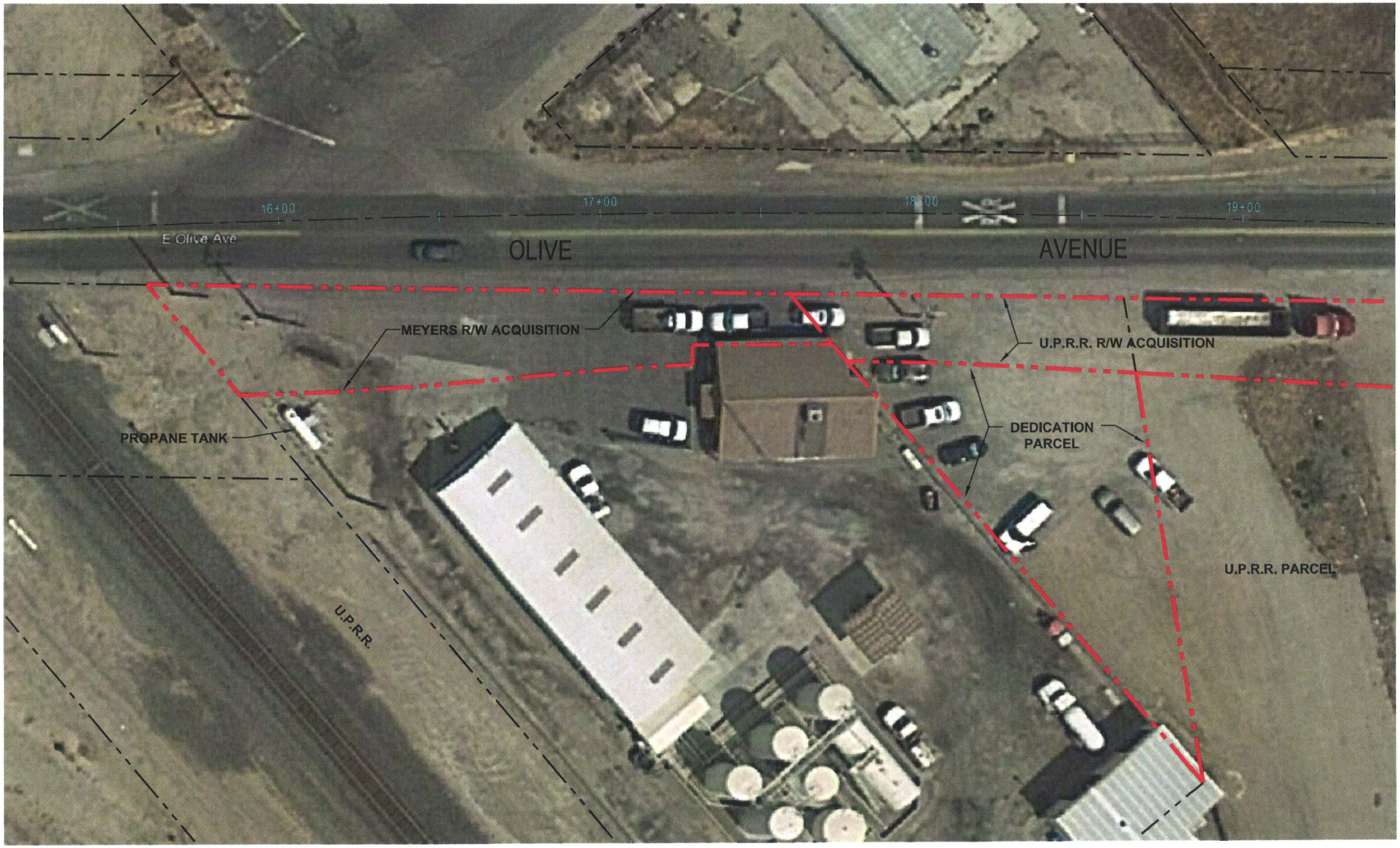
CITY OF MADERA - ENGINEERING DEPARTMENT

CITY:	CITY OF MADERA
ADDRESS:	205 W. 4TH STREET MADERA, CA 93637
SURVEYOR:	CHRISTIAN M. BACH
R.C.E. NO.	18715
TELEPHONE:	(559) 661-5418

F.B. NO _____
Dr. By: _____
Ch. By: _____
Date: _____

SCALE 1" = 40'

SHEET 1 OF 1



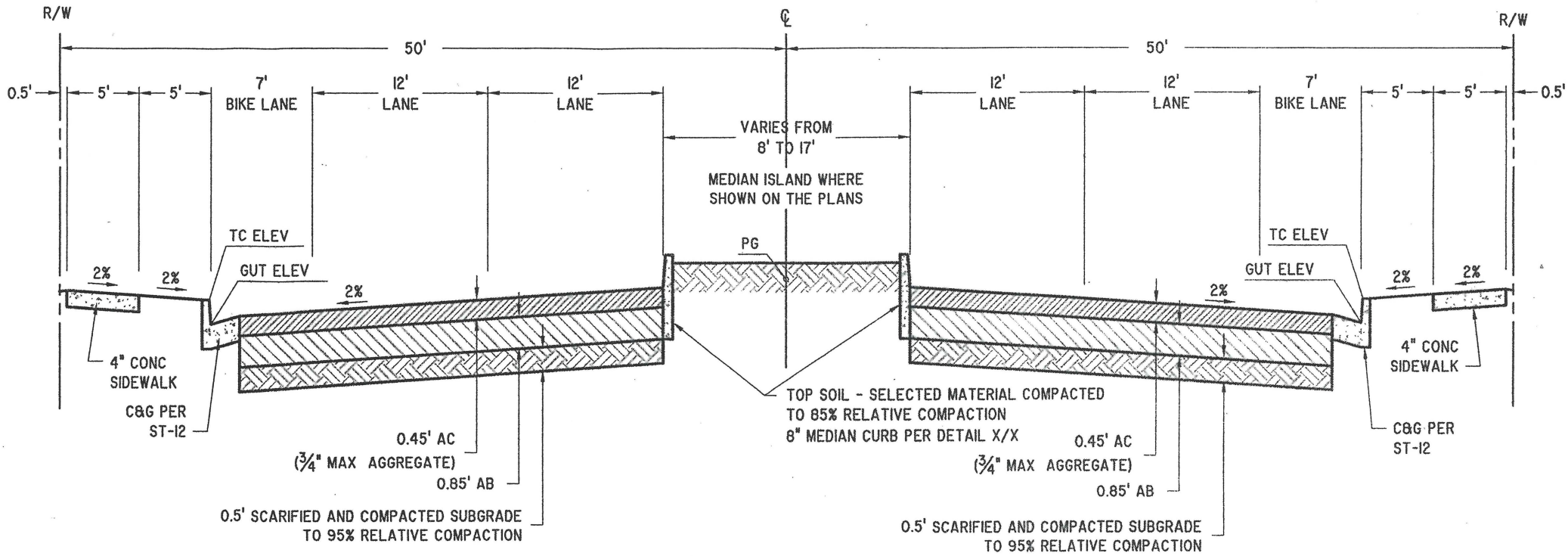
N

SCALE: 1"= 30

0 5 10 20

DATE: MAY 29, 2019

TYPICAL SECTION - OLIVE AVENUE



RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Wendy Silva, Director of Human Resources

Arnoldo Rodriguez, City Manager

Council Meeting of: June 5, 2019

Agenda Number: B-11

SUBJECT:

Consideration of a Minute Order Approving an Affiliation Letter with Omair Javaid of World Financial Group to Provide Financial Education and Financial Counseling Services for City Employees as an Optional Employee Benefit and Authorizing the City Manager to Sign the Letter

RECOMMENDATION:

It is recommended the City Council (Council) approve the affiliation with Omair Javaid of World Financial Group (WFG) and authorize the City Manager.

SUMMARY:

The City offers various benefits and opportunities to its employees through affiliations with a wide range of providers. This includes supplemental disability insurance, voluntary life insurance, and affiliation with two local credit unions. Mr. Omair Javaid is a local provider of financial education and counseling services and has offered to provide these services to City employees.

DISCUSSION:

Mr. Javaid approached staff with an offer to provide financial education classes to City employees. Staff reviewed with Mr. Javaid the financial education topics he can provide, attached as Exhibit 1, as well as verified that he is affiliated with a reputable company. After meeting with Mr. Javaid and obtaining an understanding of his offered partnership, staff is recommending affiliation with Mr. Javaid to provide employees with an additional option for financial education. This affiliation will both complement and supplement financial education options currently provided through the City's affiliation with Noble Credit Union, as well as the existing retirement savings providers. Mr. Javaid has a solid understanding of the City's existing benefits and will assist staff in helping employees understand their financial management options when taking into consideration their City-provided defined benefit retirement program and 457 Deferred Compensation program.

If approved, the affiliation between the City and Mr. Javaid will provide the following optional benefits/services to our employees:

- Free financial management classes for City employees, to be offered in a Lunch & Learn type setting (Exhibit 1)
- One-on-one financial education and consultation sessions available to employees quarterly

The City's Human Resources department will coordinate scheduling and advertisement of the educational opportunities.

FINANCIAL IMPACT:
Staff time will be utilized to scheduling training sessions, however there will be no direct costs to the City associated with this affiliation. It will be administered similarly to the City's existing optional benefit programs.

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:
If Council does not approve the affiliation letter, the optional benefits offered by Mr. Javaid will not be added to the City's benefit offerings.

ATTACHMENTS:

1. Exhibit 1: Financial Education Topics
2. Affiliation Letter

Exhibit 1

Money Matters

Make it Work for You

A Transamerica Company

Exhibit 1

No matter your goals, take control of your money now and make it work for you.

You have goals and dreams – such as buying a home, sending a child to college or retiring when and where you want – most of which require you have a financial strategy in place to achieve them. But what's the best strategy? There's no one way to prepare for the future that is right for everyone, but that's where an associate of World Financial Group, Inc. (WFG) comes in. Your licensed WFG financial professional can assess your specific needs and help you create a strategy for you to use to work toward your goals.

Not only that, they will share and help you understand important financial fundamentals to help you be a more informed consumer. At WFG, we believe there's nothing more important than helping individuals and families become more financially secure, and knowledge is a key part of getting there.

Take control of your money now and make it work for you. **Money matters. Make it count.**

Our Product Providers

Choice equals power, which is why you're not limited to one product or provider with WFG.

Your licensed WFG associate offers a broad array of products and services from many well-known companies to help you determine your best path forward.

We ask that you carefully consider all the information provided to you and to ask any questions you may have before you make a decision. We want you to be comfortable with the choices you make and have a long-term, rewarding relationship with your licensed WFG associate.

Some of the products we offer include:

- Indexed Universal Life Insurance
- Universal Life Insurance
- Term Life Insurance
- Whole Life Insurance/Final Expense
- Fixed Annuities
- Long Term Care Insurance
- Disability Insurance

Here are some of the companies a licensed WFG associate has access to:

The city and state locations of these companies are: Everest Funeral Package, LLC, Houston, Texas; Nationwide Life Insurance Company, Columbus, Ohio; Pacific Life Insurance Company, Newport Beach, California; Prudential Annuities Distributors, Inc., Shelton, Connecticut; Transamerica Life Insurance Company, Cedar Rapids, Iowa; Transamerica Premier Life Insurance Company, Cedar Rapids, Iowa; Voya Insurance and Annuity Company, Des Moines, Iowa.

Challenges

There is usually one obstacle or another that gets in the way of planning for your financial future.

Based on your goals, your licensed WFG associate will help you build a strategy that addresses your concerns. Here are just some of the challenges that people face.

Big Debt & Little Savings

Debt, particularly credit card debit, is a big concern for many families. In 2017 the total credit card debt owed by consumers was $931 billion. On average, a household carried $15,983 of this type of debt and those with revolving credit card debt pay $904 in interest per year.[1] Are you concerned about the amount you owe?

Additionally, the personal savings rate – personal savings as a percentage of disposable personal income - has slipped lower. In March 2017, the rate was 3.9% and as of March 2018 it's at 3.1 %.[2] Are you're saving enough?

College Costs

Without proper planning, paying to send a child to college can put a strain on savings. According to the College Board, the actual cost a student pays college is usually lower than the per-year prices these institutions publish publicly, which range from more than $9,410 for an in-state student at a public four-year college to slightly more than $32,000 for a private four-year college.[3]

The organization notes that more than half of full-time students pay $11,814 or less per year for tuition and fees thanks to grants, scholarships and other types of financial aid.[3] Remember, though, that tuition and fees are only part of the cost of college. Students also have to pay for housing, food, books, supplies and other expenses.

It's also important to plan ahead since the price can increase over time. If you currently have a 1-year-old child, and the of cost college increases by only 3% each year, when he/she reaches college age it could cost $148,304 to send them to a 4-year program at an in-state public college or university.[4]

Retirement Confidence

Just 17% of workers feel very confident they will live comfortably in retirement, while 47% are somewhat confident, per the most recent Retirement Confidence Survey.[5] Yet a large portion of these workers have little to no money savings or investments: 45% report that the total value of their household's savings and investments, excluding the value of their primary home and any defined benefit plans, is less than $25,000, including 26% who say they have less than $1,000 in savings.[6]

Social Security

Social Security may not be a reliable source of income in the future. A recent Social Security trustees report noted that the combined trust fund reserves will begin to decline in 2022 until reserves become depleted in 2034. When looked at separately, the Disability Insurance Trust Fund reserves become depleted in 2028 and the Old-Age, Survivors, and Disability Insurance Trust Fund reserves become depleted in 2035.[7]

Rising Cost of Living

Often people fail to consider the rising cost of living when creating a strategy for their future. To show how this can affect you, consider this: If you and your spouse are each 45 years old, earn $100,000 per year and plan to retire in 20 years and inflation averages 4.5% during the next two decades, you will need more than $241,000 a year to equal your current $100,000 annual income.

Unexpected Loss

If you should die unexpectedly, without proper planning that includes life insurance and/or emergency savings, your family could face serious financial issues due to funeral costs, credit card bills, mortgage costs, education tuition and more.

Our Solution: The WFG Financial Needs Analysis

Cash Flow

- Earn additional income
- Manage expenses

Debt Management

- Consolidate debt
- Strive to eliminate debt

Emergency Fund

- Save at least 3-6 months' income
- Prepare for unexpected expenses

Proper Protection

- Protect against loss of income
- Protect family assets

Build Wealth

- Strive to outpace inflation and reduce taxes

Preserve Wealth

- Reduce taxation
- Build a family legacy

When investing, there are certain risks, fees and charges, and limitations that one must take into consideration.

The WFG Financial Needs Analysis, developed by World Financial Group, is bases on the accuracy and completeness of the data provided by the client. The analysis uses sources that are believed to be reliable and accurate, although they are not guaranteed. Discuss any legal, tax or financial matter with the appropriate professional. Neither the information presented nor any opinion expressed constitutes solicitation for the purchase or sale of any specific product or financial service.

Understanding Cash Flow

An important part of a financial strategy is determining how much money is available to you and, when possible, increasing that amount.

This money, often referred to as cash flow, can help you accomplish many things including reducing or eliminating debt and increasing your savings.

To help increase cash flow, it's important to manage and reduce expenses. Here are a few ideas on how to accomplish both:

- Create a budget and stick to it by weighing your monthly income and expenses, and determining needs versus wants
- Spend less money than you earn - although this seems obvious, it's not always easy to accomplish without a plan and/or budget
- Consider raising deductibles on your auto, homeowners and other insurance policies, which can help lower premiums
- Look for ways to reposition money that is currently in low-interest savings accounts
- If your mortgage includes Private Mortgage Insurance (PMI), drop it as soon as the equity in your home reaches 20% of your home's value

If it's necessary to increase your household income to improve your cash flow, you can consider:

- Starting a second career or a part-time opportunity to earn additional income
- Adjusting your W-2 allowances if you are expecting a tax refund, but consult with your tax advisor before making this change

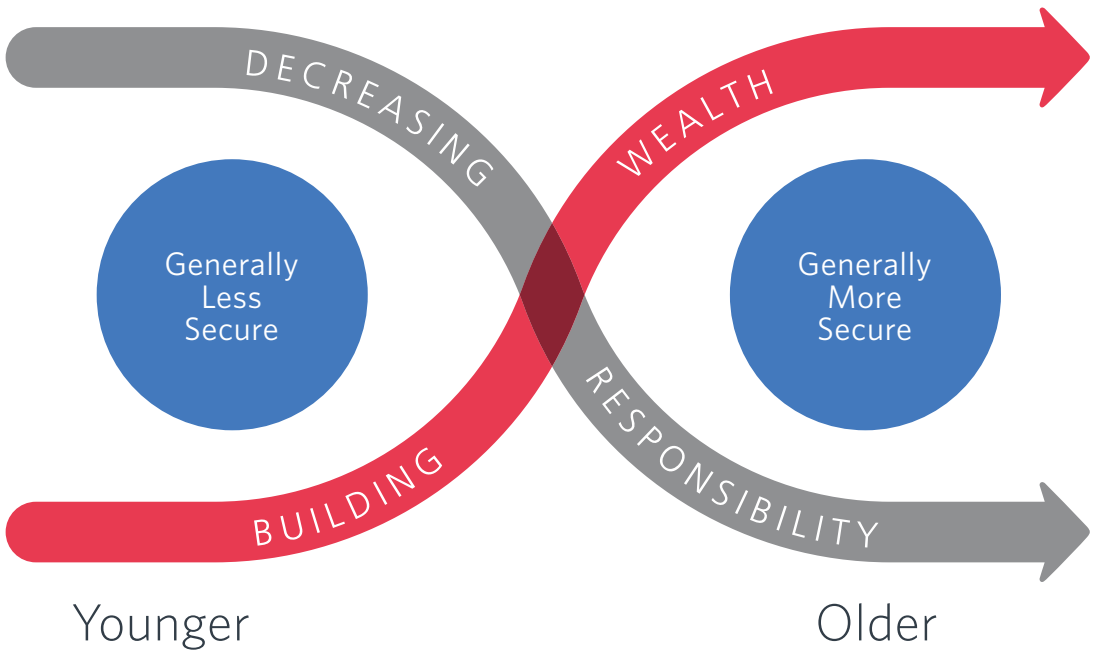
Proper Protection

A key component to building a sound financial strategy is to use life insurance to help protect your beneficiaries in the event of your death.

This coverage can help replace lost income and help preserve your family's standard of living.

You may think that life insurance isn't necessary when you're young, but if you have a family you may need it more than ever. Should you die at a young age the death benefit from a life insurance policy can help pay debts, education costs, childcare, and so much more. When you are older, life insurance may help your family protect the assets you have accumulated.

The graphic below shows that, in general, when you're young, you have many responsibilities and are only in the beginning stages of building wealth. And conversely, as you grow older, you have fewer responsibilities and have probably accumulated more wealth.



How Much Life Insurance Do You Need?

The amount of life insurance coverage necessary is different for everyone and is based on a variety of factors including your:

- Age
- Health
- Number of dependents
- Income/current financial situation

Based on these considerations, a basic rule of thumb is to have enough life insurance to provide about 10 times your annual family income. For example, if your current household income is $50,000, you may want to consider having $500,000 in life insurance protection.

But there are many variables that can affect your life insurance needs. Consider these questions:

- How much long- and/or short-term debt do you have?
- What are your long-term goals?
- How much of the insured's income will be needed and over how many years?
- How much do you want to set aside for funeral costs and/or an emergency fund?
- What assets do you have that may be able to cover these costs?

To ensure that you have the right type and amount of insurance, make sure to consult with an experienced life insurance professional for a thorough evaluation of your needs.

Debt Management

One of the biggest obstacles to a sound financial future is consumer debt. It's important to have a strategy that can help reduce and eliminate debt or at least consolidate debt.

Pay Off Your Debt

Revolving high-interest credit card debt is one of the worst types of debt because it can quickly grow into an unhealthy financial situation. Here's an example of the true cost of using a credit card.

Beginning Balance	$5,000
Credit Card Interest Rate	18%
Monthly Payment	$200
Time to Pay Off Credit Card	32 months
Total Debt Paid	**$8,000**

In the above scenario, you end up paying $3,000 in interest. However, if you commit to paying slightly more each month, you can pay off the card's balance in much less time and pay only $1,666.67 in interest.

Beginning Balance	$5,000
Credit Card Interest Rate	18%
Monthly Payment (4% of original balance)	$300
Time to Pay Off Credit Card	19 months
Total Debt Paid	**$6,666.67**

This shows you why it's important to strive to pay off credit card and high-interest loan debt sooner rather than later. Here are some ideas on how you can achieve this goal:

- Itemize all your outstanding credit card debt or loans from the highest to the lowest interest rate, and list the monthly payments for each
- Pay more than the minimum – as much as possible within your budget – on the credit card/loan with the highest interest rate, then, once you pay off that credit card/loan, begin paying off the next highest interest rate credit card/loan
- Quit charging: Put your credit cards away so you don't consider charging on them while you're paying down your debt or after it's paid off

If you are a homeowner, you can also consider the possibility of taking out a low-interest home equity loan to pay off your debt. Although a home equity loan is still debt, often the interest is tax deductible.

Exhibit 1

Refinance Your Mortgage

When current interest rates for home mortgages are low, it may be prudent to consider refinancing. However, before you refinance, it's important to consider:

- The type of mortgage
- The mortgage amount
- Refinancing fees
- The number of years you plan to live in the home

The bottom line in deciding if refinancing will reduce your debt? Determine how long it will take to recoup the expenses associated with refinancing.

Emergency Fund

No matter how well you plan in life, the unexpected happens.

To prepare for life's little "disasters,"set up an emergency fund to help pay for any resulting expenses. To determine how much you should have in your emergency fund, consider setting aside at least three to six months of your income.

Don't think you need an Emergency Fund? Consider these potential expenses and scenarios:

Major car repairs

Major home repairs

Major appliance repairs or replacement

Loss of a job

Serious illness or hospitalization

Extended elder care or long term care

Exhibit 1

Build Wealth

When developing financial goals, it's important to have a long-term asset accumulation strategy in place.

A long-term asset accumulation strategy should have the potential to outpace inflation and take into consideration how different products and account types are taxed. When determining the best strategy for you, it's important to determine how long you may live in retirement and how much it will cost to live comfortably during those years. Your licensed WFG associate can help you develop a strategy based on your needs.

The Rule of 72

Divide 72 by an annual interest rate to calculate approximately how many years it takes for money to double assuming the interest is compounded annually. Keep in mind that this is just a mathematical concept. Interest rates will fluctuate over time, so the period in which money can double cannot be determined with certainty. Additionally, this hypothetical example does not reflect any taxes, expenses, or fees associated with any specific product. If these costs were reflected the amounts shown would be lower and the time to double would be longer.

72 ÷ 2% = 36 At 2% money nearly doubles every 36 years		72 ÷ 4% = 18 At 4% money nearly doubles every 18 years		72 ÷ 6% = 12 At 6% money nearly doubles every 12 years	
Years	Amount	Years	Amount	Years	Amount
Initial Amount	$10,000	Initial Amount	$10,000	Initial Amount	$10,000
35	$19,999	18	$20,258	12	$20,122
70	$39,996	36	$41,039	24	$40,489
		53	$79,941	36	$81,473
				48	$163,939

Preserve Wealth

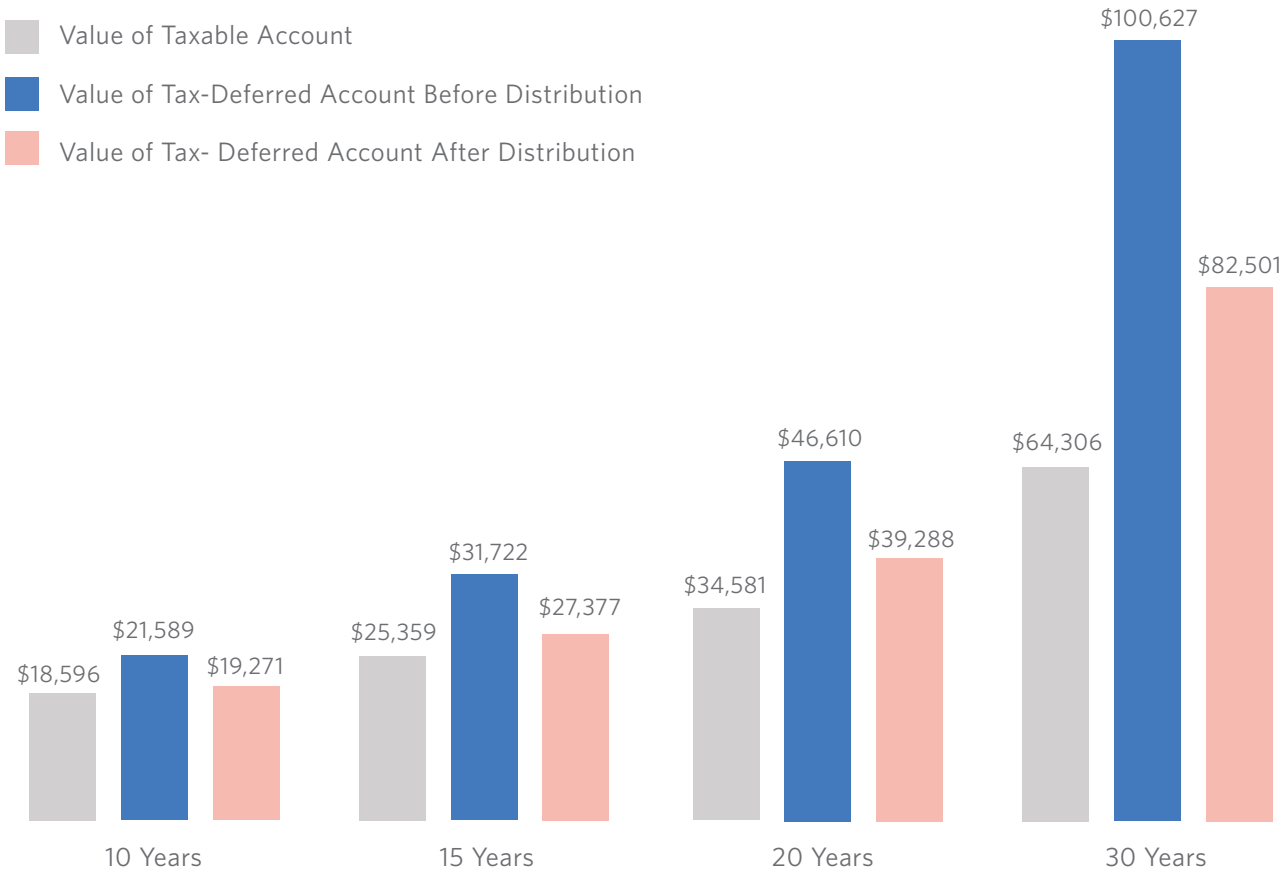
In addition to procrastination, taxation also is an enemy when trying to build and maintain savings.

Harness the Power of Tax Advantages

The hypothetical example below shows the value of $10,000 invested in a tax-deferred and a taxable account, assuming an 8% return and a 20% tax rate on any gains. It also shows the value of the tax deferred account upon distribution.

This example is for illustrative purposes only and doesn't represent a specific investment nor does it reflect any fees or charges associated with any investment, which would lower the listed values. Both the rate of return and the principal value of the investments will fluctuate over time, and it is unlikely that any one rate of return is sustainable over long periods of time.

Value of a Tax-Deferred versus a Taxable Account



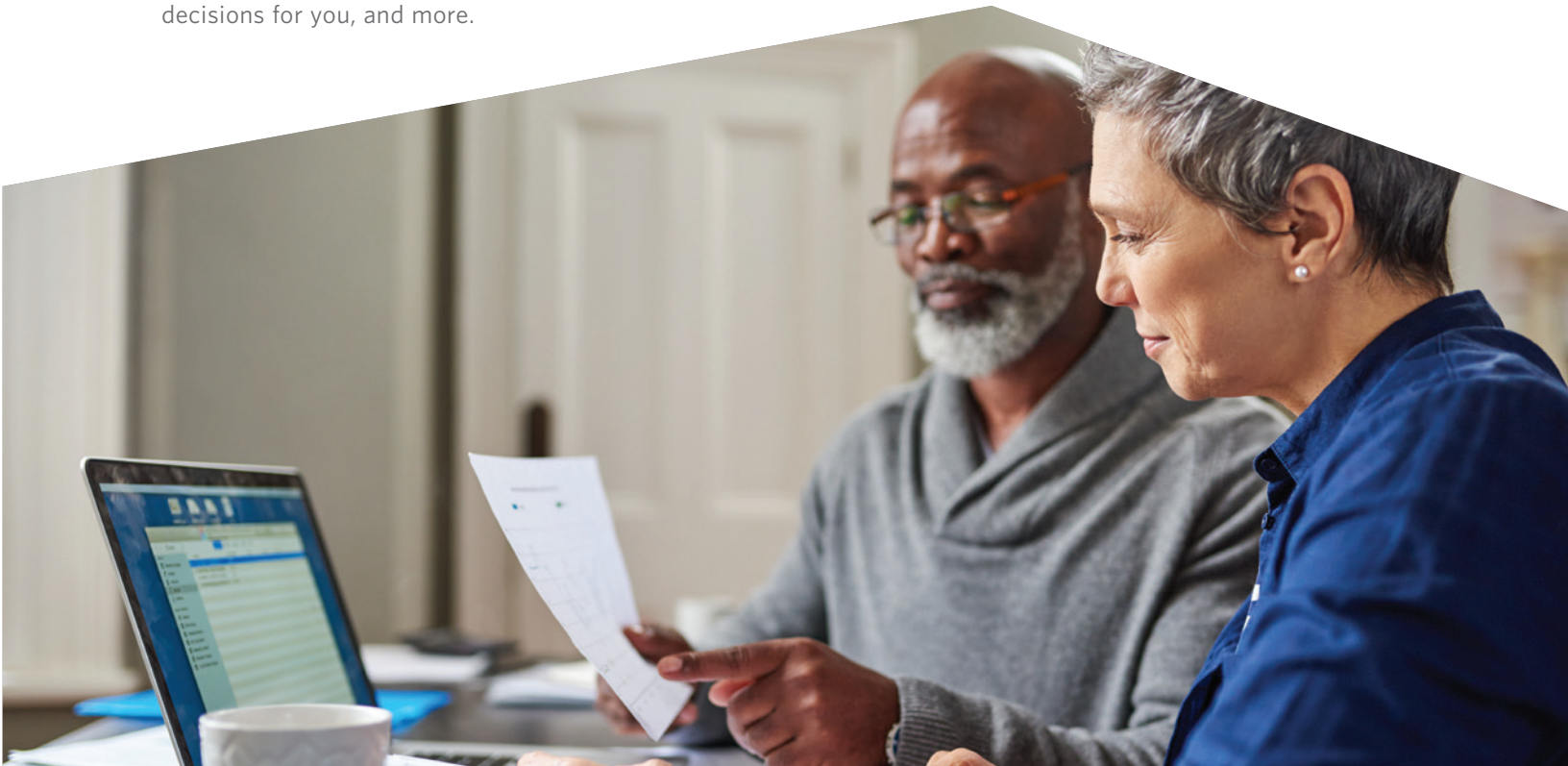
Have an Adequate Estate Plan

It is important to work with a qualified attorney to put an estate plan in place that meets your individual needs. Following are just few items you can consider addressing in your estate plan.

- How your assets can transfer to your heirs at your death. There are different ways to structure the distribution of your assets so it is important to understand the costs and benefits of each.
- Managing estate taxes. Current tax law exempts estates up to $11.2 million for an individual and $22.4 million for married couples.[8]
- Ensuring your legacy reaches your intended heirs, including any life insurance coverage, pensions and annuities.
- Setting up medical and financial powers of attorney so that, should you become incapacitated, someone can take care of your finances, make medical decisions for you, and more.

Estate planning can be an essential part of your financial strategy, helping to ensure that the wealth you accumulated over the years is not marred by the effects of taxes or other unintended consequences. Please consult with your attorney for guidance regarding your specific circumstances.

Please note that WFG, its affiliated companies, and their associates do not offer tax, legal or accounting advice. This is provided for informational purposes only and should not be construed as tax, accounting or legal advice. You should rely solely upon your independent advisors regarding your particular situation.



Money Matters: Make it Work For You

Your licensed WFG associate is ready to help you make your money work for you.

By walking you through the WFG Financial Needs Analysis (FNA), you and your licensed WFG associate can obtain a clear understanding of where you are now and where you want and need to be for a better financial future. And, when your life brings change or challenges, your WFG associate is ready to help you update your strategy accordingly.

Take the Next Step

Procrastination is an enemy to your goals, but it can easily be overcome. By starting your financial strategy now, you can put time on your side.

To begin today:

1. Share information with your licensed WFG associate so you can obtain an FNA
2. Set a follow up appointment with your associate to obtain the results of this analysis
3. Implement the strategy recommended by your licensed WFG associate based on your FNA results
4. Include your WFG associate in your referral network

Exhibit 1

Put time on your side. **Get started now.**

1 "2017 American Household Credit Card Debt Study," Erin El Issa, NerdWallet.com, https://www.nerdwallet.com/blog/average-credit-card-debt-household/, May 2018.

2 U.S. Personal Saving Rate, YCharts.com, https://ycharts.com/indicators/personal_saving_rate, May 2018.

3 "College Costs: FAQs," The College Board, May 2018.

4 College Cost Calculator, The College Board.

5 2018 Retirement Confidence Survey, Employee Benefits Research Institute and Greenwald & Associates, April 24, 2018.

6 2018 RCS Fact Sheet #3, Preparing For Retirement In America, Employee Benefits Research Institute and Greenwald & Associates, 2018.

7 The 2017 Annual Report of the Board of Trustees of the Federal Old-Age and Survivors Insurance and Federal Disability Insurance Trust Funds, July 13, 2017.

8 Final Tax Bill Includes Huge Estate Tax Win For The Rich: The $22.4 Million Exemption, Ashlea Ebeling, Forbes.com, Dec. 21, 2017.

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WFGUS10022/6.18

June 5, 2019

Omair Javaid
World Financial Group
423 West Fallbrook Ave., Suite 108
Fresno, CA93720

Affiliation Letter for Partner Benefit Services

Dear Mr. Javaid:

The purpose of this letter is to confirm an affiliation between the City of Madera and yourself, Mr. Omair Javaid, of World Financial Group.

The City of Madera employs over 350 full and part time employees. While the City offers a generous core benefits package, employees also have access to optional benefits. From time to time the City becomes aware of local individuals and/or agencies who can provide optional benefits through a mutually beneficial arrangement with the City.

You, as a representative of World Financial Group, have offered free financial management classes for City employees to be offered in a lunch-and-learn style setting at City offices. You will also be available to provide one-on-one education and consultation services for City employees to help educate them about financial planning on a quarterly basis. The City will provide an appropriate location for these trainings and consultations. Additionally, as a partner benefit provider, you will be provided booth space at the City's Employee Benefits Fair.

We look forward to the benefits of this partnership and the educational opportunities for our employees.

Sincerely,

Arnoldo Rodriguez
City Manager

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

_____
John Scarborough, Interim Parks Director

_____
Arnoldo Rodriguez, City Manager

Council Meeting of: June 5, 2019

Agenda Number: B-12

SUBJECT: **CONSIDERATION OF A RESOLUTION APPROVING A FOOD SERVICE AGREEMENT WITH MADERA UNIFIED SCHOOL DISTRICT TO PROVIDE MEALS TO ELIGIBLE YOUTH DURING THE SUMMER FOOD SERVICE PROGRAM AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY**

RECOMMENDATION:
Staff recommends Council adopt resolution approving a Food Service Agreement with Madera Unified School District (MUSD) to provide meals to eligible youth during the Summer Food Service Program.

SUMMARY:
The Summer Food Service Program (SFSP) is a federally-funded, State-administered program. The SFSP reimburses sponsors for providing healthy meals to children and teens in low-income areas during periods when they are out of school for 15 or more consecutive school days. The program is available to children ages 18 and under.

In Madera, MUSD's Child Nutrition Department operates the program which serves City sites. By entering into this proposed Agreement, MUSD staff will deliver and serve meals to youth at five City locations in the months of June through August from 2019 – 2021, a three-year term. At the conclusion of the three-year agreement, extensions by amendment would be permitted for two years. Meals will be served at Centennial Park, Pan-American Community Center, Rotary Park, McNally Park, Lions Town and Country Park. The kids camp, organized by the City, is held at the Madera District Fair Grounds and provides a lunch for approximately 50-70 participants as well. In addition, participants in the Fit Foster Youth Program, which is sponsored by the City and MUSD and held at the John Wells Youth

Center, receive breakfast and lunch and it is anticipated that between 75-100 adolescents receive meals.

DISCUSSION:
Children require healthy food all year long. During the school year, many children receive free or reduced-price breakfast and lunch through the School Breakfast and National School Lunch Programs. When school is out of session during the summer months, many local children are at risk of hunger. Hunger is one of the most severe roadblocks to the learning process. Lack of nutrition during the summer months has the potential to start a cycle for poor academic performance once school begins and is proven to make children more prone to illness and other health issues. The SFSP is designed to fill that nutrition gap and make sure children get the nutritious meals they need.

Reimbursement funding is made available through the United States Department of Agriculture (USDA) by way of the California Department of Education (CDE). MUSD serves in the capacity of the local sponsor; their Child Nutrition Department prepares and delivers meals to sites, administers the program, and communicates data with the CDE. MUSD receives reimbursement payments for the meals they serve. Children 18 years and younger may receive free meals and persons with disabilities who are 19 and older and participate in school programs for mentally or physically disabled people are also eligible.

The City will designate and make appropriate space available for the SFSP at the sites listed above. PCS staff will assist in marketing efforts for the program through, the City's web-site and via social media outlets. MUSD will ensure that all SFSP staff is trained on proper handling and distribution of food as mandated by the funding agency. All associated staff must pass a criminal background check to include Live Scan fingerprinting and must be cleared to work with children.

FINANCIAL IMPACT:
Because there is no monetary exchange between the District and the City as a result of this Agreement, there is no negative impact to the City's General Fund. The City simply provides meal service locations and marketing assistance while our program participants benefit from the program; the District is reimbursed for staffing and operational costs by the USDA via the CDE.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:
The recommended actions are consistent with the following Vision Madera 2025 strategies:

Action 305.4: Expand youth service club and promote community services provided.

Strategy 404: Promote increased community wellness.

ALTERNATIVES:
Council may elect to not support the program which may negatively impact MUSD's ability to provide the program to community members.

ATTACHMENTS:
1) Resolution

RESOLUTION NO. 19-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING A FOOD SERVICE AGREEMENT WITH MADERA UNIFIED SCHOOL DISTRICT TO PROVIDE MEALS TO ELIGIBLE YOUTH DURING THE SUMMER FOOD SERVICE PROGRAM

WHEREAS, the City of Madera provides recreation programs and facilities to the youth of Madera; and

WHEREAS, Madera Unified School District (MUSD) operates a Summer Food Service Program made available by the United States Department of Agriculture (USDA); and

WHEREAS, MUSD provides a nutritious meal served to qualified attendees who are 0 to 18 years of age or who are over 18 but participate in a special needs program through MUSD at Centennial Park, Rotary Park, Pan-American Community Center, Lions Town and Country Park, McNally Park and Madera District Fair Grounds; and

WHEREAS, MUSD is a qualified and established vendor providing food services that meet the guidelines provided by the USDA; and

WHEREAS, MUSD has prepared an Agreement with the City to formalize the terms and conditions for the provision of food services at the above listed locations.

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

1. The above recitals are true and correct.
2. The proposed Food Service Agreement between the City and Madera Unified School District, a copy of which is attached and also on file in the Office of the City is approved.
3. This resolution is effective immediately upon adoption.

* * * * * * * *

Madera Unified School District
and
The City of Madera

FOOD SERVICE AGREEMENT

This agreement is made and entered into this 5th day of June 2019, by and between Madera Unified School District ("DISTRICT") and the City of Madera ("CITY").

Whereas, **DISTRICT** operates a food service program to provide summer lunches at no charge to recipients and in doing so is not an agent or employee of **CITY**; and

Whereas**, DISTRICT** has a need for locations to host its food service program; and

Whereas, **CITY** can make locations listed available to **DISTRICT** in **CITY** parks and at **CITY** facilities.

Now therefore, the parties agree as follows:

1. Purpose. The purpose of this agreement is to state the terms and conditions under which the **DISTRICT** will provide food services at **CITY** locations. The locations are as follows:

Centennial Park
701 E. 5th St.
Madera, CA. 93638

Pan-American Community Center
703 E. Sherwood Way
Madera, CA. 93638

Lions Town & Country Park
2350 Howard Road
Madera, CA. 93637

Rotary Park
930 North Gateway Drive
Madera, CA. 93637

Madera District Fair
1850 Cleveland Ave
Madera CA 93638

McNally Park
825 South A St
Madera CA 93638

2. Responsibilities of the **DISTRICT**.

a. Provide and deliver daily lunch meals at service locations designated in Section 1 of this agreement Monday through Friday (Excluding holidays as designated by the **DISTRICT)**.
b. Meals will be delivered to service locations at 11:30am with service time not to exceed two hours.
c. Give **CITY** advance written notice (E-mail) of any changes to the scheduled time of meal delivery.
d. Staff assigned to provide meal service delivery must pass a criminal background check to include Live Scan fingerprinting and must be cleared to work with children.
e. **DISTRICT** Staff assigned to provide meal service delivery shall be trained on proper handling and distribution of food as mandated by the funding agency.
f. Staff assigned to provide meals onsite will ensure that any litter created by summer meals program will be cleaned.

3. Responsibilities of the **CITY**.

a. Reserve designated space at each meal site for lunch distribution.
b. Market summer lunch program.

4. Term. The services described in Paragraph 1 shall occur only during the summer months (June – August) and shall commence on June 12, 2019 and shall end on August 31, 2021 unless earlier terminated pursuant to Paragraph 7.

5. Payment. Nothing in this agreement shall be deemed to be a commitment or obligation of funds from either party.

6. Indemnity. Madera Unified School District shall indemnify, defend, and save and hold harmless the City of Madera, its City Council, officers, agents, employees and volunteers from any and all claims, damages, losses, causes of actions, and demands, including reasonable attorney's fees and costs, incurred in connection with the processing or defense of any matter, claim, lawsuit or contest arising out of **DISTRICT'S** performance of or failure to perform the work described in this agreement.

7. Insurance. **DISTRICT** 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 and the results of that work by the **DISTRICT**, its agents, representatives, employees or subcontractors.

Minimum Scope and Limits of Insurance

DISTRICT shall maintain limits no less than:

- $1,000,000 General Liability (including operations, products and completed operations) per occurrence, $2,000,000 aggregate, for bodily injury, personal injury and property damage at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage (occurrence Form CG 00 01).
- $1,000,000 Automobile Liability per accident for bodily injury or property damage at lease as broad as ISO Form CA 00 01 covering Automobile Liability, code 1 (any auto).
- Worker's Compensation as required by the State of California.
- $1,000,000 Employer's Liability per accident for bodily injury or disease.

If **DISTRICT** maintains higher limits than the minimums required above, the **CITY** shall be entitled to coverage at the higher limits maintained by **DISTRICT**.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the **CITY**.

Other Insurance Provisions

The general liability policy is to contain, or be endorsed to contain, the following provisions:

- The **CITY**, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the **DISTRICT**; and with respect to liability arising out of work or operations performed by or on behalf of the **DISTRICT** including materials, parts or equipment furnished in connection with such work or operations. For any claims related to this project, the **DISTRICT'S** insurance coverage shall be primary insurance as respects the **CITY**, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the **CITY**, its officers, officials, employees or volunteers shall be excess of the **DISTRICT'S** insurance and shall not contribute with it.
- Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the **CITY**.
- Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

Waiver of Subrogation

DISTRICT hereby agrees to waive subrogation which any insurer of **DISTRICT** may acquire from **DISTRICT** by virtue of the payment of any loss. **DISTRICT** agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

The workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of the **CITY** for all work performed by the **DISTRICT**, its agents, employees, independent contractors and subcontractors.

Acceptability of Insurers

Insurance is to be placed with California admitted insurers with a current AM Best's rating of no less than A:VII, unless otherwise acceptable to the **CITY**.

Verification of Coverage

DISTRICT shall furnish the **CITY** with copies of original certificates and endorsements, including amendatory endorsements, effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the **CITY** before work commences; however, failure to do so shall not operate as a waiver of these insurance requirements. The **CITY** reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Subcontractors

DISTRICT shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

8. Termination of Agreement. The **CITY** or **DISTRICT** may terminate this Agreement for any reason upon 30 days written notice.

9. No Entitlement. **DISTRICT** agrees that it has no entitlement to any future contracts or work from the **CITY** or to any employment or fringe benefits from the **CITY**.

10. Governing Law and Venue. This Agreement shall be governed by and construed only in accordance with the laws of the State of California. If any action is initiated involving the application or interpretation of this Agreement, venue shall only lie in the appropriate state court in Madera County or federal court in Fresno County, California.

11. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the **DISTRICT**, the **CITY** and their respective successors and assignees.

12. Severability. If any provision of this agreement shall be held invalid or unenforceable by a Court of competent jurisdiction, such holdings shall not invalidate or render unenforceable any other provision of this agreement.

13. Amendment. The terms of this agreement shall not be amended in any manner whatsoever except by mutual written agreements signed by both parties.

14. Entire Agreement. This agreement constitutes the entire agreement between the parties. There are no oral understandings, side agreements, representation or warranties, expressed or implied, not specified in this Agreement.

15. Licenses. **DISTRICT** represents that **DISTRICT** and all agents and employees of **DISTRICT** are licensed by the State of California, if applicable, to perform all the services required by this agreement. **DISTRICT** will maintain all licenses in full force and effect during the term of this agreement.

16. Compliance with Law. **DISTRICT** agrees to perform the services contemplated by this agreement in a professional and a competent manner and in compliance with all local, state and federal laws, and regulations governing the service to be rendered pursuant to this agreement.

17. Equipment and Materials. **DISTRICT** shall provide all equipment, materials, and supplies necessary for the performance of this agreement. This provision is negotiable as to the needs of specific children.

18. Non-discrimination. **DISTRICT** shall not engage in unlawful discrimination in the employment of persons because of race, color national origin, age, ancestry, religion, sex, marital status, medical condition, physical handicap, or other bias prohibited by state or federal law.

19. Approvals. The parties agree that the effectiveness of the agreement is contingent upon approval by the **DISTRICT'S** Board of Trustees and by the Madera City Council. In accordance with Education Code Section 39656, this contract is not valid or an enforceable obligation against the **DISTRICT** until approved or ratified by motion of the Governing Board duly passed and adopted.

20. Notices. Any notices required to be sent shall be sent as follows:

The City of Madera (City)
205 W. 4th Street
Madera, CA. 93637

Madera Unified School District (District)
1902 Howard Road
Madera, CA. 93637

///

///

MADERA UNIFIED SCHOOL DISTRICT:

by: Todd Lile
Superintendent

Signature: _____

Date: _____

CITY OF MADERA:

by: Andrew J. Medellin
Mayor, City of Madera

Signature: _____

Date: _____

Approved as to form:

_____
Hilda Cantú Montoy,
Interim City Attorney

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Dino Lawson, Chief of Police

Arnoldo Rodriguez, City Manager

Council Meeting of: June 05, 2019

Agenda Number: C-1

SUBJECT: **Public Hearing on Objections to Weed Abatement and Consideration of a Resolution of the City of Madera City Council Authorizing the City Manager or Their Designee to Abate Weed Nuisances Existing within the City.**

RECOMMENDATION:

Staff recommends that Council hold a public hearing to consider any objections to the proposed destruction and removal of weeds, and adopt the resolution ordering the abatement of weed nuisances in the City of Madera.

SUMMARY:

Upon initial inspection, 385 properties were found to be in violation. At the time of completion of this report, 134 properties remain in violation. In this report and resolution, Code Enforcement seeks Council's authorization to abate the properties that remain in violation of the City's weed nuisances ordinance.

DISCUSSION:

The parcels of land listed in Exhibit "A" (attached) have been inspected and, at the time of inspection were found in violation of the Madera Municipal Code § 3-15.01. These weeds have the potential to become a fire hazard. The City of Madera Code Enforcement took proper steps to notify each property owner by mail of the proposed weed abatement action on respective properties. The City Clerk also posted notice of the hearing as required.

At this public hearing, property owners may appear and object to the proposed weed removal by the City of Madera. After the hearing and consideration of any objections, the Council may allow or overrule any or all objections.

All charges incurred by the City of Madera for the weed abatement services will be included as a special assessment on bills for property taxes levied against the respective lots and parcels of land, which are considered liens on these properties.

FINANCIAL IMPACT:
Over the past three years, Code Enforcement's average expenditure to abate weed nuisances was $1,200. These funds are ultimately recovered through the lien process.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Strategy 134 – Visual Standards: Establish and enforce visual standards for neighborhoods and businesses in Madera including design review and code enforcement.

Strategy 137 – Code enforcement: promote sound redevelopment and code enforcement practices city-wide.

Action 201.3 – Enforce zoning and redevelopment codes and regulations.

ALTERNATIVES:

If the Council chooses to decline approval of the resolution, abatement of weed nuisances will not be conducted therefore, properties will remain in violation of the Madera Municipal Code § 3-15.01 constituting fire and safety hazards.

ATTACHMENTS:

1. Resolution
2. Exhibit A

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AUTHORIZING THE CITY MANAGER OR THEIR DESIGNEE TO ABATE WEED NUISANCES EXISTING WITHIN THE CITY OF MADERA

WHEREAS, On January 7, 2015 the City Council adopted Ordinance 913 C.S. and declared weeds to be a nuisance; and

WHEREAS, the Ordinance ordered the abatement of that nuisance as called for in § 3-15 of the Madera Municipal Code; and

WHEREAS, the parcels of land listed on Exhibit "A" attached hereto have been inspected; and

WHEREAS, at the time of inspection the parcels were found to be in violation of Madera Municipal Code § 3-15.01; and

WHEREAS, the properties are declared a public nuisance; and

WHEREAS, at the time of reinspection, non-compliant parcels were issued administrative citations; and

WHEREAS, each property owner was notified by mail of the proposed weed abatement action on respective properties and advised them of the date and time for this public hearing on the matter; and

WHEREAS, the City Clerk posted notice of this hearing as required by the Municipal Code; and

WHEREAS, all charges incurred by the City of Madera for the weed abatement services will be included as a special assessment to be collected along with regular property taxes levied against the respective lots and parcels of land; and are considered liens against these properties.

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

1. The above recitals are true and correct.
2. The properties listed in Exhibit "A", attached hereto, have been declared a public nuisance.
3. The City Manager or their designee are hereby authorized to take necessary steps to cause the abatement of the properties listed in Exhibit "A".
4. This resolution is effective immediately upon adoption.

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

Exhibit A

PARCEL	PARCEL	PARCEL	PARCEL	PARCEL
003-210-030	008-131-018	008-131-052	008-132-045	012-240-001
003-260-006	008-131-019	008-131-053	008-132-046	012-253-002
004-170-002	008-131-020	008-131-054	008-132-047	012-390-013
006-580-040	008-131-021	008-131-055	008-132-050	012-390-014
007-123-004	008-131-022	008-131-056	008-142-034	012-390-015
007-123-005	008-131-023	008-131-057	011-032-021	012-500-004
007-123-006	008-131-024	008-132-021	011-074-013	013-010-089
007-141-002	008-131-025	008-132-022	011-074-014	013-010-090
008-051-005	008-131-026	008-132-023	011-074-015	013-010-091
008-062-002	008-131-027	008-132-024	011-074-016	013-010-092
008-071-020	008-131-028	008-132-025	011-074-017	013-010-093
008-091-012	008-131-029	008-132-026	011-074-018	013-070-044
008-130-009	008-131-030	008-132-027	011-074-019	013-160-005
008-131-001	008-131-031	008-132-028	011-112-013	013-160-016
008-131-002	008-131-032	008-132-029	011-112-014	
008-131-003	008-131-033	008-132-030	011-112-015	
008-131-004	008-131-034	008-132-031	011-112-016	
008-131-005	008-131-035	008-132-032	011-131-016	
008-131-006	008-131-036	008-132-033	011-131-018	
008-131-007	008-131-037	008-132-034	011-131-019	
008-131-008	008-131-038	008-132-035	011-133-002	
008-131-009	008-131-039	008-132-036	011-133-008	
008-131-010	008-131-040	008-132-037	011-152-008	
008-131-011	008-131-041	008-132-038	011-183-002	
008-131-012	008-131-042	008-132-039	011-211-034	
008-131-013	008-131-043	008-132-040	011-213-022	
008-131-014	008-131-044	008-132-041	011-220-023	
008-131-015	008-131-045	008-132-042	011-233-009	
008-131-016	008-131-050	008-132-043	011-260-030	
008-131-017	008-131-051	008-132-044	011-330-016	

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Department Director

City Manager

Council Meeting of: June 5, 2019

Agenda Number: C-2

SUBJECT: **CONSIDERATION OF A RESOLUTION TO CHANGE THE NAME OF THE CITY'S TRANSIT SERVICES FROM MADERA AREA EXPRESS TO MADERA METRO**

RECOMMENDATION: Staff recommends that City Council (Council) review the status of the rebranding and outreach efforts for the City of Madera's (City) transit services and approve a resolution to change its name from Madera Area Express to Madera Metro.

SUMMARY:

In June 2017, Council directed staff to review and revamp the City's transit image to become more appealing and modernized, as a strategy to increase ridership and to improve the user experience. In 2018, the City was awarded $60,000 to evaluate and develop an outreach strategy to achieve these goals. Staff has been working on the development of the rebrand for the transit services and is presenting for Council's consideration, the new name, Madera Metro. The development of the new name has undergone significant input from the community, the City's Transit Advisory Board as well as ongoing input from City staff and a professional design firm.

DISCUSSION:

Background

The City's transit services suffer from brand confusion and an association with limited customer service. The City began public transportation services in the 1970s as Dial-A-Ride (DAR) and later took on the name and logo Madera Area Express (MAX) as a broad term for the entire services, after instituting fixed-route service in the late 1990s (Attachment 2). Today the services are still known as MAX, representing the fixed routes, and DAR representing the Dial-A-Ride. However, many residents do not know that Madera offers public transportation or are confused with the services and how to access them.

In June 2018, the City was awarded $60,000 in Federal Transportation Administration (FTA) funds through June 30, 2020 to improve the public outreach. While work is on-going, and a full

marketing plan and brand is still in development, staff recommend a first step toward improving the service brand of Madera transit services with a new name. This will allow staff the opportunity to begin rebranding materials, and improve the services' image, while the design options of the logo are further developed. The recommended name Madera Metro was developed and presented by staff after reaching consensus amongst the various groups that provided input. The expectation is that until the design elements of the brand/logo is established, Madera Metro would be used as text only in a font like the City of Madera logo and color scheme similar to the current transit colors used, i.e., varying shades of blue as seen in Attachment 2.

FINANCIAL IMPACT:
There is no impact to the General Fund. All activities are funded within the transportation budgets. The $60,000 will be utilized for design and consulting services as well as for producing materials such as brochures, bus wraps, signage, maps, etc.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:
Adoption of the attached resolution is consistent with Strategy 121 of the City of Madera Vision 2025 Plan.

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

ALTERNATIVES:
1. Council may choose to not change the name of transit services and staff will continue to use the current name of Madera Area Express on all materials.
2. Council provides staff with direction to develop a new name for its transit services.

ATTACHMENTS:
1. Resolution
2. Current Transit Services Name

Attachment 1

RESOLUTION NO. 19 -_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, AUTHORIZING APPROVAL TO CHANGE THE NAME OF THE CITY'S TRANSIT SERVICES FROM MADERA AREA EXPRESS TO MADERA METRO

WHEREAS, the City of Madera ("City") provides the City's transit services for fixed-route and demand-response services to City and County residents using the name Madera Area Express (MAX) for fixed route, and DAR or Dial-A-Ride for demand response; and

WHEREAS, the City wishes to rebrand its transit services to reduce confusion and improve its image; and

WHEREAS, City staff propose a change in the transit services name from Madera Area Express to Madera Metro for both fixed route and demand-response services.

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 of the City of Madera does hereby change the name of Madera transit services from Madera Area Express to Madera Metro.
3. This resolution is effective immediately upon adoption.

****

Attachment 2

Current Transit Services Name

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: June 5, 2019

Agenda Number: C-3

SUBJECT: **Public Hearing and Consideration of a Resolution Adopting the Measure 'T' Annual Expenditure Plan (AEP) for Fiscal Year (FY) 2019/20 and Authorizing the City Engineer to submit the Plan to the Madera County Transportation Authority for Adoption**

RECOMMENDATION:

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

1. Approving the Expenditure Budget for the various funding programs in the Measure 'T' (AEP) for FY 2019/20, and
2. Authorizes the City Engineer to submit the Resolution to the Madera County Transportation Authority for approval and adoption.

SUMMARY:

This AEP is required by the Madera County Transportation Authority (MCTA) to claim Measure 'T' funds that will be allocated to the City as specified in the Transportation Sales Tax Measure Investment Plan approved by the voters in the November 2006 election. This is standard protocol, completed annually. The proposed funding for the projects and programs in the AEP is consistent with the requirements specified in the Measure 'T' 2007 Strategic Plan adopted by the MCTA and with the Capital Improvement Program proposed in the City's 2019/20 Budget.

HISTORY:

Measure 'T' implements the Madera County ½ cent Transportation Sales Tax Measure Investment Plan (PLAN) approved by the Madera County voters in the November 2006 election. The tax was enacted for a 20-year period and took effect April 1, 2007.

The plan is a multi-modal funding program that commits funding for the following program categories:

- Regional Transportation and Highways
- Local Street Maintenance
- Local Street Supplemental Maintenance
- Flexible (Miscellaneous Street programs)
- ADA Compliance
- Transit Enhancement
- ADA/Seniors/Paratransit
- Environmental Enhancement

The Regional Streets and Highways program consists of two elements. One is the responsibility of MCTA to manage and deliver the projects of a regional significance. MCTA may elect to enter into an agreement with the local agency to perform the engineering and construction activities of this element. The second element is the responsibility of the local agencies to manage the construction, rehabilitation and maintenance of the agency's arterial and collector streets. These programs are the responsibility of the local agency to deliver. The MCTA and Citizens Advisory Committee monitor the local agencies progress on the delivery of these programs.

The implementation guidelines in the Measure 'T' Strategic Plan adopted by the MCTA require the City to prepare and adopt an AEP that must be approved during a noticed public hearing. This agenda item will satisfy this requirement. The proposed expenditures in each program category must meet the objectives and guidelines specified in the Strategic Plan. The Strategic Plan is a 5-year planning document that is updated every 2 years to adjust the projection of sales tax receipts, ensuring that the projections are consistent with future investments.

DISCUSSION:

The MCTA has provided the City with the projected funding allocation for each of the program categories. The total allocation for FY 2019/20 is $3,008,597 which is $108,965 more than last year. The allocation amounts are earmarked for each program and cannot be shifted between programs. The recommended projects in the programs were selected by staff from Public Works, Transit, Parks and Community Services, and Community Development Departments, and are consistent with the proposed 2019/20 City's Capital Improvement Program and the implementing guidelines in the Measure 'T' Strategic Plan.

The AEP for FY 2019/20 includes the following projects and programs:

1. Regional Transportation and Highway Program:

Arterial & Collector Streets: The total allocation is $1,030,343 for the following projects.

A. Olive Avenue Widening, Gateway Drive to Knox St - $670,343
B. 2020-21 City Streets 3R & ADA (SB1) Project for the application of Surface Seals and AC Overlay at various Arterial and Collector Streets - $300,000
C. Granada Dr/Howard Rd Traffic Signal - $60,000

2. Local Transportation Program:

Street Maintenance: The allocation is $535,778 for the General Maintenance work on various streets.

Supplemental Street Maintenance: The allocation is $360,620 for General Maintenance work on various streets.

Flexible: The allocation is $896,398. These funds will be used by the MCTA to fund delivery of Tier 1 Projects in the Regional Streets and Highways Program until such time when each agency is able to adopt an Impact Fee program for the construction of Regional Projects. A 20% match from Traffic Impact Fees or other local funds on a project by project basis. Flexible funds are being used for the match requirement and any remaining funds will be returned to each agency.

ADA Compliance: The allocation is $20,607 for sidewalk repairs and safety improvements to make walkways ADA compliant.

3. Transit Enhancement Program

Transit Enhancement-Citywide: The allocation is $75,418 for IT (Information Technology) furnishings and equipment for the new Madera Transit Center.

Transit Enhancements-ADA/Seniors/Paratransit: The allocation is $7,006 for the new Madera Transit Center for ADA enhancements.

4. Environmental Enhancement Program

Environmental Enhancements: The allocation is $82,427 for air quality enhancement and are allocated for the Fresno River Trail-Gateway and Union Pacific RailRoad Undercrossing.

The MCTA Technical Advisory Committee (TAC) will also review and comment on this expenditure plan prior to its submittal to the MCTA. The MCTA will consider adopting this expenditure plan into the Measure 'T' 2019/20 Annual Work Plan at their Board meeting on July 17, 2019. The MCTA Administrative Code specifies 8 members be included on the TAC, two of which are the City Engineer and the City Planning Director.

FINANCIAL IMPACT:

An AEP approved by the City Council is required to receive the City's allocation of Measure 'T' funds. The allocation of funds in the AEP is consistent with project funding in the Capital Improvement Program for FY 2019/20.

There is no adverse impact to the General Fund for the implementation of these projects and programs.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

Action 138 – This project supports the strategy to establish and enforce American with Disabilities Act standards in public facilities throughout the community.

Action 126 – This project supports the strategy for providing clean attractive streets that are safe and aesthetically pleasing.

Action 113 – This project supports the strategy to promote greater accessibility of City facilities and services to socio-economic and disabled groups.

The requested action is for the improvement of infrastructure and is not in conflict with any of the actions or goals contained in the plan.

ALTERNATIVES:

1. Not applicable.

ATTACHMENTS:

1. Resolution
2. Exhibit 'A' – Measure T AEP, FY 2019-20

RESOLUTION NO. 19-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA ADOPTING THE MEASURE 'T' ANNUAL EXPENDITURE PLAN (AEP) FOR FISCAL YEAR (FY) 2019/20 AND AUTHORIZING THE CITY ENGINEER TO SUBMIT THE PLAN TO THE MADERA COUNTY TRANSPORATION AUTHORITY FOR ADOPTION

WHEREAS, the projects and programs proposed for approval in the FY 2019/20 AEP (Plan) are consistent with the Measure 'T' 2007 Strategic Plan; and

WHEREAS, the City of Madera is a designated agency for selecting projects and programs for approval and adoption by the Madera County Transportation Authority (MCTA) into the Measure 'T' Annual Work Plan; and

WHEREAS, the public was invited to comment on the proposed projects and programs during a public hearing that was held on June 5, 2019.

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 projects and programs, and expenditures shown on Exhibit 'A' attached hereto are approved.

3. The City Engineer is hereby authorized and directed to submit a copy or certified copy of this resolution to the MCTA Technical Advisory Committee (TAC) for consideration to include the City of Madera's AEP in the 2019/20 Measure 'T' Annual Work Plan.

4. This Resolution is effective immediately upon adoption.

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EXHIBIT 'A'

CITY OF MADERA
MEASURE 'T' ANNUAL EXPENDITURE PLAN
FISCAL YEAR 2019/20

FUNDING PROGRAM	ALLOCATION	EXPENDITURE
RTP/3R PROJECTS	$ 1,030,343	
Olive Ave. Widening – Gateway to Knox (R-10)		$ 670,343
2020-21 City Streets 3R & ADA Project (R-71)		$ 300,000
Granada Dr/Howard Dr Traffic Signal (TS-17)		$ 60,000
LTP-STREET MAINTENANCE	$ 535,778	
General Street Maintenance		$ 535,778
LTP-SUPPL. STREET MAINTENANCE	$ 360,620	
General Street Maintenance		$ 360,620
LTP – FLEXIBLE	$ 896,398	
MCTA Impound for matching Contributions to Tier 1 projects		$ 896,398
LTP – ADA COMPLIANCE	$ 20,607	
ADA Walkability/Sidewalks		$ 20,607
TRANSIT ENHANCEMENT	$ 75,418	
Transit and PW Facility Trans-1		$ 75,418
TRANSIT ENHANCEMENT-ADA/Sr.	$ 7,006	
Transit and PW Facility Trans-1		$ 7,006
ENVIRONMENTAL ENHANCEMENT	$ 82,427	
FRT–Gateway/UPRR Undercrossing		$ 82,427
	$ 3,008,597	$ 3,008,597

ADA – Americans with Disabilities Act
FRT – Fresno River Trail
LTP – Local Transportation Program
MCTA – Madera County Transportation Authority
3R – Resurfacing, Restoration & Rehabilitation
SUPPL - Supplemental
RTP – Regional Transportation Program
Enh - Enhancement
PW – Public Works

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Wendy Silva, Director of Human Resources

Arnoldo Rodriguez, City Manager

Council Meeting of: June 5, 2019

Agenda Number: C-4

SUBJECT:
Request for Direction Regarding Health Benefits for City Council Members

RECOMMENDATION:
Staff is requesting direction regarding the monthly health benefit received by City Council members.

SUMMARY:
The City Council has historically received the same contributions toward health insurance as employees and these contributions for Council are set by resolution. For the 2018/19 plan year, the City's contribution was equal to the health premium. Premiums are increasing effective July 1, 2019. If no action is taken, Council members enrolled on the City's health plan will pay the difference between the City's contribution and the health premium. Council can also provide direction for a different premium split formula to be used.

DISCUSSION:
City Council members are eligible to participate in the City's health plan, which includes medical, dental, and vision coverage. These plans renew on July 1 of each year. The City contributes a flat dollar amount to be used for the purchase of health premiums and employees elect their enrollment level (Employee Only, Employee + 1 Dependent, or Employee + Family).

Currently the City's contribution matches the premium. The City's contribution for Council members is set by resolution. Premiums will be increasing effective July 1, 2019. If no action is taken, Council members enrolled on the plan will pay the difference between the City's contribution and the increased health premiums as shown in Table 1.

Table 1: 2019/20 Monthly Health Premium Cost			
	EE Only	**EE+1**	**EE+Family**
2019/20 Premiums	$771.19	$1,412.61	$2,057.10
Current City Contribution	$740.16	$1,354.83	$1,971.79
Monthly Increase (paid by Employee)	**$31.03**	**$57.78**	**$85.31**

Alternatively, Council can provide direction for a different cost-sharing split. Some examples for consideration:

- The new City Manager's employment agreement calls for an increasing schedule of the employee contributing to the cost of dependent care as noted in Table 2 below. Council could model this same schedule or something similar.

Table 2: City Manager's Contribution Schedule	
Fiscal Year	**% Contribution for Dependent Cost**
2018/19	10%
2019/20	15%
2020/21	20%
2021/22	25%

For purposes of this cost-sharing model, the cost of dependent care is calculated as the difference between the premium for Employee + 1 or Employee + Family coverage and Employee Only Coverage. Following the schedule in the City Manager's current agreement and applying the 15% contribution level, the employee cost based on 2019/20 premiums will be as shown in Table 3.

Table 3: 15% of Dependent Cost for 2019/20	
Enrollment	**Monthly Employee Cost**
EE Only	$0.00
EE + 1	$96.21
EE + Family	$192.89

- Council benefits could be tied to one of the bargaining units: General Bargaining Unit, Mid Management, Madera Police Officers' Association, or Law Enforcement Mid Management.

Once direction is received from Council, staff will bring back an appropriate resolution to effectuate the change, if needed, depending on Council's direction.

FINANCIAL IMPACT:
Any financial impact will be determined by the direction received.

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:
Alternatives have been provided within the report itself. Council may identify additional alternatives through the course of discussion on this item.

ATTACHMENTS:
None

RETURN TO AGENDA

Madera City Council Agenda 06/05/19
Agenda Item F-1

Cannabis Ad Hoc Committee Update
(Report by Council Member Jose Rodriguez)

Presentation only.