

**Regular Meeting of the Madera City Council and  
Special Meeting of the Madera City Council as the  
Groundwater Sustainability Agency and a  
Regular Meeting of Madera Public Financing Authority Board**  
205 W. 4<sup>th</sup> Street, Madera, California 93637

**JOINT MEETING NOTICE AND AGENDA**

**Wednesday, December 18, 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 Elias Herrera, Iglesia Getsemani

**PLEDGE OF ALLEGIANCE:**

**APPROVAL OF AGENDA:**

**PUBLIC COMMENT:**

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

**WRITTEN COMMUNICATIONS:** None.

**PRESENTATIONS:** None.

**INTRODUCTIONS:**

**A. WORKSHOP**

None

**B. CONSENT CALENDAR**

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

B-1 Minutes – 09/18/19, 10/02/19, 10/09/19s, 10/16/19, 11/06/19

B-2 Consideration of Adopting a Resolution Amending the City of Madera Classification Plan by Replacing the Field Representative Classification with Water Conservation Customer Service Representative, Adding Water Conservation Specialist to the Classification Plan, and Setting the Assigned Salary Ranges for the Classifications (Report by Wendy Silva)

B-3 Actions Relating to Final Map for Bellava and Berk Subdivision (Tract No. 18-S-01)

- 1) Consideration of a Resolution of the City of Madera Approving the Final Map for Bellava and Berk Subdivision (Tract No. 18-S-01) and Improvement Agreement (Agreement) and Authorizing the Mayor to Execute the Agreement on Behalf of the City; and
- 2) Consideration of a Resolution of the City of Madera Approving Annexation of the Bellava and Berk Subdivision (Tract No. 18-S-01) into Zone of Benefit 20A; Confirming the Diagram and Assessments for City Wide Landscape and Lighting Assessment District Zone of Benefit 20A For Fiscal Year (FY) 2020/2021; And Authorizing the City Clerk to File the Diagram and Assessment with the Madera County Auditor (Report by Keith Helmuth)

B-4 Waive Full Reading and Consider Adoption of Ordinance Rezoning One Parcel Encompassing Approximately 0.29 Acre Located Approximately 450 feet from the Northwest Corner of the Intersection of Sherwood Way and Owens Street from the C1 (Light Commercial) Zone District to the PD-3000 (Planned Development) Zone District (Report by Jesus Orozco)

B-5 Consideration of a Resolution Rescinding Resolution No. 19-100 And Approving the Amended Application for Transportation Development Act (TDA), Local Transportation Funds (LTF) Funds for Fiscal Year (FY) 2019/20 with LTF FY 2018/19 Carryover Balances and Authorizing the City Engineer to Execute and Submit the Application to the Madera County Transportation Commission (MCTC) (Report by Keith Helmuth)

**B-6 CMAQ Proposed Projects**

- 1) Consideration of a Resolution Approving the List of Project Nominations for Federal Transportation Funding Under the CMAQ Program – 2019 Cycle and Authorizing the City Engineer to Submit the Project Applications to the Madera County Transportation Commission; and
- 2) Consideration of a Resolution Supporting Implementation of AB1012, “Timely Use of Funding” for Project Delivery Schedules in the CMAQ Program (Report by Keith Helmuth)

**B-7** Consideration of a Resolution Approving a Contract with Central Valley Forensic Nursing Specialists to Provide Sexual Assault Forensic Evidence Examinations and Authorizing the Mayor to Execute the Contract on the behalf of the City (Report by Dino Lawson)

**B-8** Consideration of a Resolution of the City of Madera Accepting a Portion of the Improvements Required to be Installed in Connection with Varbella Estates I Subdivision and Authorizing the Filing of a Notice of Completion for Such Improvements (Report by Keith Helmuth)

**C. PUBLIC HEARINGS**

**C-1** Public Hearing and Consideration of a Resolution Adopting the Madera Subbasin Groundwater Sustainability Plan (GSP) and Updates to Other On-going Items Associated with the GSP that Includes Cost Sharing and Coordination Agreements Among Groundwater Sustainability Agencies (GSA) (Report by Keith Helmuth)

**C-2** Public Hearing Under Tax and Equity Fiscal Responsibility Act (TEFRA) Relating to Conduit Financing for the Madera Village Apartments Affordable Housing Project for the benefit of Downtown Madera Housing Associates, a California Limited Partnership (the “Borrower”), to provide for the financing of the Madera Village Apartments Affordable Housing Project:

- 1) Consider adoption of Resolution of the City Council of the City of Madera Approving the Issuance of Revenue Bonds by the California Municipal Finance Authority in an Aggregate Principal Amount not to exceed \$24,000,000 to Finance an Affordable Rental Housing Facility for the Benefit of Self-Help Enterprises, and Certain Other Matters Relating Thereto (Report by Arnolando Rodriguez)

**C-3** Public Hearing Under Tax and Equity Fiscal Responsibility Act (TEFRA) Relating to Conduit Financing for for the benefit of Downtown Madera Housing Associates, a California Limited Partnership (the “Borrower”), to provide for the financing of the Downtown Apartments Affordable Housing Project:

- 1) Consider adoption of Resolution of the City Council of the City of Madera Approving the Issuance of the California Municipal Finance Authority Multifamily Housing Revenue Bonds in an Aggregate Principal Amount Not to Exceed \$16,000,000 for the Purpose of Financing or Refinancing the Acquisition, Construction, Improvement and

Equipping of Downtown Madera Apartments and Certain Other Matters Relating  
Thereto (Report by Arnoldo Rodriguez)

**D. PETITIONS, BIDS, RESOLUTIONS, ORDINANCES, AND AGREEMENT**

- D-1 Consideration of a Resolution of the City Council Authorizing the Execution and Delivery of an Equipment Lease/Purchase Agreement and an Escrow and Account Control Agreement with Respect to the Acquisition, Purchase, Financing and Leasing of Certain Equipment in an Amount not to Exceed \$20,000,000; and Authorizing the Taking of Other Actions, and the Delivery of Other Documents, Related Thereto (Report By Arnoldo Rodriguez)
- D-2 Consideration of Resolutions of the City of Madera and the Madera Public Financing Authority Relating to Refunding of Water Revenue Bonds:
- 1) Resolution of The City Council of the City Of Madera Approving the Issuance by the Madera Public Financing Authority of the Authority's Water Revenue Refunding Bond, Series 2019; Approving the Forms of and Authorizing Execution and Delivery of a Fourth Supplemental Installment Sale Agreement, and Related Documents; and Authorizing Necessary Related Actions; and
  - 2) Resolution of the Board of Directors of the Madera Public Financing Authority Approving the Forms of and Authorizing Execution and Delivery of the Fourth Supplemental Installment Sale Agreement, the Trust Agreement, and The Escrow Agreement Related to the Madera Public Financing Authority Water Revenue Refunding Bond, Series 2019; Authorizing the Issuance of a Bond; and Approving Other Actions Related to the Bond (Report by Arnoldo Rodriguez)
- D-3 Consideration of a Resolution Appointing Donald Horal to the Board of Trustees of the Madera County Mosquito and Vector Control District (Report Alicia Gonzales)

**E. ADMINISTRATIVE REPORTS**

- E-1 Consideration of Selection of Mayor Pro Tem for 2020 (Report by Alicia Gonzales)
- E-2 Seek Direction Regarding the Regular City Council Meetings Scheduled for 2020 (Report by Alicia Gonzales)
- E-3 Request for Direction Regarding Potential Changes to the City's Senior Meal and Transportation Programs as a Result of the Federal Government's failure to Adopt the Fiscal Year 2020 Budget (Report by John Scarborough)
- E-4 Madera County Economic Development Commission (EDC) Quarterly Update (Report by Bobby Kahn)

**F. COUNCILMEMBER REPORTS/ANNOUNCEMENTS/FUTURE AGENDA ITEMS**

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

**G. CLOSED SESSION**

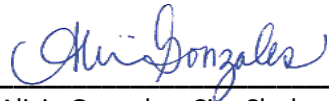
- G-1 Liability Claim Pursuant to Government Code §54956.95  
Agency Claimed Against: City of Madera  
Claimant: Desiree Gordon
- G-2 Conference with Labor Negotiators – Pursuant to Government Code §54957.6  
Agency Designated Representative: Arnoldo Rodriguez  
Unrepresented Positions: Director of Parks & Community Services and City Manager
- G-3 Public Employee Performance Evaluation – Pursuant to Government Code Section 54957(b)(1)  
Title: City Manager
- G-4 Conference with Real Property Negotiators – Pursuant to Government Code §54956.8  
Property: 2 Parcels  
City of Madera APNs: 009-331-002 and 003  
Agency Negotiator(s): Arnoldo Rodriguez  
Negotiating Party: SPAN Construction & Engineering, Inc.  
Under Negotiations: Price and Terms

**ADJOURNMENT** – Next regular meeting on January 2, 2020

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- Please silence or turn off cell phones and electronic devices while the meeting is in session.
  - Regular meetings of the Madera City Council are held the 1<sup>st</sup> and 3<sup>rd</sup> 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. 4<sup>th</sup> Street, Madera, California 93637 during normal business hours.
  - The meeting room is accessible to the physically disabled, and the services of a translator can be made available. Request for additional accommodations for the disabled, signers, assistive listening devices, or translators needed to assist participation in this public meeting should be made at least seventy-two (72) hours prior to the meeting. Please call the Human Resources Office at (559) 661-5401. Those who are hearing impaired may call 711 or 1-800-735-2929 for TTY Relay Service.
  - Questions regarding the meeting agenda or conduct of the meeting, please contact the City Clerk's office at (559) 661-5405.

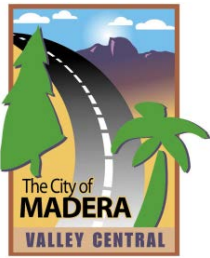
- Para asistencia en Español sobre este aviso, por favor llame al (559) 661-5405.
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I, Alicia Gonzales, City Clerk for the City of Madera, declare under penalty of perjury that I posted the above agenda for the Regular Meeting of the Madera City Council for December 18, 2019, near the front entrances of City Hall and on the City's website [www.madera.gov](http://www.madera.gov) at 10:30 p.m. on December 12, 2019.



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Alicia Gonzales, City Clerk



|               |          |
|---------------|----------|
| Item:         | B-1      |
| Minutes for:  | 09/18/19 |
| MPFA Adopted: | 12/18/19 |
| Adopted:      | 12/18/19 |

**MINUTES OF A REGULAR MEETING OF THE MADERA CITY COUNCIL AND  
REGULAR MEETING OF MADERA PUBLIC FINANCING AUTHORITY BOARD**

**September 18, 2019  
6:00 p.m.**

**Council Chambers  
City Hall**

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

**ROLL CALL:**

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

**Absent:** None.

Others present were City Manager Arnolando Rodriguez, City Attorney Hilda Montoy Cantu, City Clerk Alicia Gonzales, Assistant Fire Chief Matt Watson, City Engineer Keith Helmuth, Chief Building Official Steve Woodworth, Information Services Manager Mark Souders, Parks and Public Works Operations Director John Scarborough, Grant Administrator Ivette Iraheta, Human Resources Director Wendy Silva, Police Lieutenant Brian Esteves, Assistant Engineer Victor Aldama, and Engineering Project Coordinator Ellen Bitter.

**INVOCATION:** Pastor John Pursell, Believer's Church

**PLEDGE OF ALLEGIANCE:** Mayor Medellin

**APPROVAL OF AGENDA**

Mayor Medellin called for any amendments to the agenda or items to be pulled.

**ON MOTION BY COUNCIL MEMBER MONTES AND SECONDED BY COUNCIL MEMBER ROBINSON, THE AGENDA WAS APPROVED BY A VOTE OF 7/0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS MONTES, GALLEGOS, RODRIGUEZ, ROBINSON, GARCIA, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.**

**ON MOTION BY COUNCIL MEMBER HOLLEY AND SECONDED BY COUNCIL MEMBER ROBINSON, THE MOTION TO MOVE ITEMS D-1 AND D-2 TO BE HEARD AFTER THE CONSENT CALENDAR WAS APPROVED BY A VOTE OF 7/0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS MONTES, GALLEGOS, RODRIGUEZ, ROBINSON, GARCIA, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.**

**ON MOTION BY COUNCIL MEMBER GALLEGOS AND SECONDED BY COUNCIL MEMBER HOLLEY, THE MOTION TO MOVE ITEM D-3 TO BE HEARD AFTER THE CONSENT CALENDAR WAS APPROVED BY A VOTE OF 7/0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS MONTES, GALLEGOS, RODRIGUEZ, ROBINSON, GARCIA, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.**

#### **PUBLIC COMMENT**

The first fifteen minutes of the meeting are reserved for members of the public to address the Council on items which are within the subject matter jurisdiction of the Council. Speakers shall be limited to three minutes. Speakers will be asked, but are not required, to identify themselves and state the subject of their 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.

Sherrie Bakke with Madera Community Hospital invited council members to the foundation mixer on September 27, 2019.

Alan Gilmore with Madera County Department of Public Health and Sherrie Bakke with Madera Community Hospital provided information the foundation's Farmer's Market.

Khalid Chaudry discussed his concerns with the City's response to the Madera County Grand Jury Report.

Jose Sanudo discussed social responsibility and the Grand Jury Report.

April Molina with Love Madera announced that Love Madera will have a Halloween trick or treat event in Downtown Madera.

No other comments given.

#### **PRESENTATIONS:**

1. Mid Valley Disposal First and Second Quarter Updates (Report by Irma Capistran, Recycling Coordinator)

Yvette Rodriguez and Irma Capistran with Mid Valley Disposal provided council with first and second quarter updates.

2. Recognition of the Students Working Against Tobacco (SWAT) Youth Coalition (Mayor Medellin)

Mayor Medellin presented Certificate of Recognition to members of Students Working Against Tobacco (SWAT) Youth Coalition for education and work they are doing in the community.

3. Proclamation Recognizing Old Timer's Week

Mayor Medellin presented a proclamation to Madera Historical Society and declared September 24 - 28, 2019 Old Timers Week.



**INTRODUCTIONS:** None.

**A. WORKSHOP:** None.

**B. CONSENT CALENDAR**

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

**ON MOTION BY COUNCIL MEMBER HOLLEY, AND SECONDED BY COUNCIL MEMBER MONTES, THE CONSENT CALENDAR, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7/0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS MONTES, GALLEGOS, RODRIGUEZ, ROBINSON, GARCIA, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.**

B-1 Minutes – 4/18/18, 4/30/18, 5/2/18, 7/17/19, 8/21/19

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

B-3 Water Conservation Report for July 22nd through August 18th (Report by John Scarborough)

B-4 Informational Report on Contract City Attorney Service Expenditures (Report by Wendy Silva)

B-5 Consideration of a Resolution Approving Purchase Agreement with Sunnova Energy Corporation for Acquisition of the Solar Panel System in the amount of \$31,712 Required to Complete Right-of-Way Acquisition for the Widening and Reconstruction of Olive Avenue and Authorizing the City Manager to Execute the Purchase Agreement (Report by Keith Helmuth)

**RES. NO. 19-152      A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING A PURCHASE AGREEMENT WITH SONNOVA ENERGY CORPORATION FOR THE ACQUISITION OF A SOLAR PANEL SYSTEM, IN THE AMOUNT OF \$31,712.04 REQUIRED TO COMPLETE THE RIGHT OF WAY ACQUISITION FOR THE OLIVE AVENUE WIDENING AND RECONSTRUCTION PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE THE PURCHASE AGREEMENT**

B-6 Consideration of a Resolution Approving 2019/2020 Community Development Block Grant (CDBG) Agreements for Services with the Madera Coalition for Community Justice (MCCJ) in the amount of \$25,000 and with City of Madera Parks and Community Services in the amount of \$39,238 (Report by Ivette Iraheta)

**RES. NO. 19-153      A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A 2019/2020 COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT FOR SERVICES (\$25,000) WITH THE MADERA COALITION FOR COMMUNITY JUSTICE**

**RES. NO. 19-154      A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A 2019/2020 COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT FOR SERVICES (\$39,238) WITH THE CITY OF MADERA PARKS AND COMMUNITY SERVICES DEPARTMENT**

B-7      Consideration of a Resolution Approving a Cooperative Agreement with the County of Madera and the City of Chowchilla to Facilitate Intergovernmental Cooperation to Benefit the Greater Madera County Area and Authorizing the City Manager to Execute the Agreement (Report by Arnoldo Rodriguez)

Melissa DaSilva with Madera County Board of Supervisors, Chief of Staff to Supervisor Brett Frazier thanked City Council for coming to the table and discussing items of concern for our entire community. The next meeting will be October 26, 2019 in Chowchilla.

**RES. NO. 19-155      A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING A COOPERATIVE AGREEMENT WITH THE COUNTY OF MADERA AND THE CITY OF CHOWCHILLA TO FACILITATE INTERGOVERNMENTAL COOPERATION TO BENEFIT THE GREATER MADERA COUNTY AREA**

B-8      Consideration of a Resolution of the City of Madera and the Madera Public Financing Authority Authorizing the City Manager or Director of Financial Services to Engage Brandis Tallman as a Placement Agent and Jones Hall as Bond Counsel for Professional Services Required to Complete the Financing of Energy Improvements (Report by Arnoldo Rodriguez)

**RES. NO. 19-156      RESOLUTION OF THE CITY OF MADERA AND THE MADERA PUBLIC FINANCING  
MPFA RES. 19-05      AUTHORITY AUTHORIZING THE CITY MANAGER OR DIRECTOR OF FINANCIAL  
SERVICES TO ENGAGE BRANDIS TALLMAN AS PLACEMENT AGENT AND JONES  
HALL AS BOND COUNSEL FOR PROFESSIONAL SERVICES REQUIRED TO COMPLETE  
THE FINANCING OF ENERGY IMPROVEMENTS**

B-9      Consideration of a Minute Order Authorizing the Police Department's Application for and Acceptance of a Local Community Grant Provided by the Walmart Foundation through the Local Walmart Store in the Amount of \$2,500 for Community Outreach Projects (Report by Dino Lawson)

Items D-1, D-2, and D-3 were moved ahead of Section C.

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

C-1      Consideration of a Resolution Adopting a Code of Conduct for the Madera City Council, Boards and Commission Members (Report by Arnoldo Rodriguez)

City Manager Arnoldo Rodriguez presented report.

**ON MOTION BY COUNCIL MEMBER HOLLEY, AND SECONDED BY COUNCIL MEMBER ROBINSON, ITEM C-1, RES NO. 19-157, WITH THE RECOMMENDATION TO BRING THIS ITEM BACK ANNUALLY WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7/0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS MONTES,**

**GALLEGOS, RODRIGUEZ, ROBINSON, GARCIA, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.**

**RES. NO. 19-157      RESOLUTION OF THE CITY OF MADERA ADOPTING A CODE OF CONDUCT**

C-2      Consideration of a Resolution Approving 2018/2019 Community Development Block Grant Consolidated Annual Performance and Evaluation Report and Financial Summary (Report by Ivette Iraheta)

Grant Administrator Ivette Iraheta presented report.

**ON MOTION BY COUNCIL MEMBER HOLLEY, AND SECONDED BY COUNCIL MEMBER ROBINSON, ITEM C-2, RES NO. 19-158, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7/0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS MONTES, GALLEGOS, RODRIGUEZ, ROBINSON, GARCIA, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.**

**RES. NO. 19-158      A RESOLUTION APPROVING THE 2018/2019 COMMUNITY DEVELOPMENT BLOCK GRANT CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT AND FINANCIAL SUMMARY REPORT**

C-3      Consideration of a Resolution Authorizing Submittal of a Grant Application to the California Department of Housing and Community Development for Receipt of Senate Bill 2 (SB2) Planning Grants Program Funds in the amount of \$310,000 (Report by Ivette Iraheta)

Grant Administrator Ivette Iraheta and Acting Planning Manager Chris Boyle presented report.

**ON MOTION BY COUNCIL MEMBER RODRIGUEZ, AND SECONDED BY COUNCIL MEMBER GALLEGOS, ITEM C-3, RES NO. 19-159, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7/0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS MONTES, GALLEGOS, RODRIGUEZ, ROBINSON, GARCIA, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.**

**RES. NO. 19-159      A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, AUTHORIZING APPLICATION FOR, AND RECEIPT OF, SENATE BILL 2 PLANNING GRANTS PROGRAM FUNDS**

C-4      Consideration of a Resolution Approving the Award for 2018-19 City St. 3R and ADA Project, State Project No. LPPSB1L-5157(116), City Project No. R-70, in the amount of \$476,200 to Avison Construction Inc., and Authorizing the Mayor to Execute the Agreement (Report by Keith Helmuth)

Assistant Engineer Victor Aldama presented report.

**ON MOTION BY COUNCIL MEMBER RODRIGUEZ, AND SECONDED BY COUNCIL MEMBER ROBINSON, ITEM C-4, RES NO. 19-160, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7/0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS MONTES, GALLEGOS, RODRIGUEZ, ROBINSON, GARCIA, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.**

**RES. NO. 19-160      A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING THE AWARD FOR 2018-19 CITY ST. 3R AND ADA PROJECT, STATE PROJECT NO. LPPSB1L-5157(116), CITY PROJECT NO. R-70, IN THE AMOUNT OF \$476,200 TO AVISON CONSTRUCTION INC., AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT**

C-5      Consideration of a Resolution Approving the Award for SB-1 (RMRA) 2018-19 Seals and Overlays, City Project NO. R-76, in the amount of \$1,201,493.40 to Emmett's Excavation, Inc., and Authorizing the Mayor to Execute the Agreement; and

Assistant Engineer Victor Aldama and City Engineer Keith Helmuth presented report.

**ON MOTION BY COUNCIL MEMBER GALLEGOS, AND SECONDED BY COUNCIL MEMBER ROBINSON, ITEM C-5, RES NO. 19-161, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7/0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS MONTES, GALLEGOS, RODRIGUEZ, ROBINSON, GARCIA, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.**

**RES. NO. 19-161      A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING THE AWARD FOR SB-1 (RMRA) 2018-19 SEALS AND OVERLAYS, CITY PROJECT NO. R-76, IN THE AMOUNT OF \$1,201,493.40 TO EMMETT'S EXCAVATION, INC., AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT**

Consideration of a Resolution Approving Funding Amendment Appropriating \$263,000 to the City of Madera Fiscal Year (FY) 2019/20 Capital Projects Budget for the Construction of SB-1 (RMRA) 2018-19 Seals and Overlays, City Project No. R-76 (Report by Keith Helmuth)

**ON MOTION BY COUNCIL MEMBER GALLEGOS, AND SECONDED BY COUNCIL MEMBER ROBINSON, ITEM C-5, RES NO. 19-162, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7/0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS MONTES, GALLEGOS, RODRIGUEZ, ROBINSON, GARCIA, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.**

**RES. NO. 19-162      A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, APPROVING FUNDING AMENDMENTS AND APPROPRIATING \$263,000 TO THE CITY OF MADERA FISCAL YEAR 2019/20 CAPITAL PROJECTS BUDGET FOR THE FOR THE CONSTRUCTION OF SB-1 (RMRA) 2018-19 SEALS AND OVERLAYS, CITY PROJECT NO. R-76**

C-6      Consideration of a Resolution Approving the First Amendment to the Agreement with Sensus USA Inc. for Advanced Metering Infrastructure Services and Authorizing the Mayor to Sign the Amendment on Behalf of the City; and

Parks and Public Works Operations Director John Scarborough presented report.

**ON MOTION BY COUNCIL MEMBER GALLEGOS, AND SECONDED BY COUNCIL MEMBER HOLLEY, ITEM C-6, RES NO. 19-163, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7/0. AYES: MAYOR MEDELLIN,**

**COUNCIL MEMBERS MONTES, GALLEGOS, RODRIGUEZ, ROBINSON, GARCIA, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.**

**RES. NO. 19-163      A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING THE FIRST AMENDMENT TO THE AGREEMENT WITH SENSUS USA INC. FOR ADVANCED METERING INFRASTRUCTURE SERVICES AND AUTHORIZING THE MAYOR TO SIGN THE AMENDMENT ON BEHALF OF THE CITY**

Consideration of a Resolution Amending the City of Madera FY 2019/20 Budget in the Amount of \$10,300.00 for Advanced Metering Infrastructure Services (Report by John Scarborough)

**ON MOTION BY COUNCIL MEMBER GALLEGOS, AND SECONDED BY COUNCIL MEMBER ROBINSON, ITEM C-6, RES NO. 19-164, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7/0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS MONTES, GALLEGOS, RODRIGUEZ, ROBINSON, GARCIA, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.**

**RES. NO. 19-164      A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING THE CITY OF MADERA FY 2019/20 BUDGET IN THE AMOUNT OF \$10,300.00 FOR ADVANCED METERING INFRASTRUCTURE SERVICES**

C-7      Consideration of a Resolution Approving the Award of Contract for Alley Paving Various Locations, City Project No. Aly-02, Federal Project No CML-5157(109), in the Amount of \$655,291.38 for Base Bid plus Add Alternate No. 4 to Asphalt Design by Juan Gomez and Authorizing the Mayor to Execute the Agreement (Report by Keith Helmuth)

Engineering Project Coordinator Ellen Bitter presented report.

Mayor Medellin recused himself from this item to avoid a conflict of interest.

**ON MOTION BY COUNCIL MEMBER GALLEGOS, AND SECONDED BY COUNCIL MEMBER RODRIGUEZ, ITEM C-7, RES NO. 19-165, AND AUTHORIZING MAYOR PRO TEM TO EXECUTE AGREEMENT WAS ADOPTED BY A VOTE OF 6/0. AYES: COUNCIL MEMBERS MONTES, GALLEGOS, RODRIGUEZ, ROBINSON, GARCIA, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: MAYOR MEDELLIN.**

**RES. NO. 19-165      A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING THE AWARD OF CONTRACT FOR ALLEY PAVING VARIOUS LOCATIONS, CITY PROJECT NO. ALY-02, FEDERAL PROJECT NO CML-5157(109) IN THE AMOUNT OF \$655,291.38 FOR THE BASE BID PLUS ADD ALTERNATE 4 TO ASPHALT DESIGN BY JUAN GOMEZ AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT**

**D.      WRITTEN COMMUNICATIONS:**

*Item D-1 was moved before Section C. for approval.*

D-1      Consideration of a Resolution Approving Written Request by the Madera South High School, seeking City Council approval to cover the cost of Police and Public Works efforts in the amount

of \$3,234 in association with the Homecoming parade on September 27, 2019 (Report by Dino Lawson)

Police Lieutenant Brian Esteves and students from Madera South High School presented report.

**RES. NO. 19-166      A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA WAIVING THE FEES TO COVER COSTS OF POLICE AND PUBLIC WORKS FEES RELATING TO THE HOMECOMING PARADE FOR MADERA SOUTH HIGH SCHOOL IN THE AMOUNT OF \$3,234.00**

**ON MOTION BY COUNCIL MEMBER GALLEGOS, AND SECONDED BY COUNCIL MEMBER ROBINSON, ITEM D-1, RES NO. 19-166, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7/0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS MONTES, GALLEGOS, RODRIGUEZ, ROBINSON, GARCIA, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.**

*Item D-2 was moved before Section C. for approval.*

D-2      Consideration of a Resolution Approving Written Request by the Madera High School, seeking City Council approval to cover the cost of Police and Public Works efforts in the amount of \$3,234 in association with the Homecoming Parade on October 4, 2019 (Report by Dino Lawson)

Police Lieutenant Brian Esteves and students from Madera High School presented report.

**RES. NO. 19-167      A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA WAIVING THE FEES TO COVER COSTS OF POLICE AND PUBLIC WORKS FEES RELATING TO THE HOMECOMING PARADE FOR MADERA HIGH SCHOOL IN THE AMOUNT OF \$3,234.00**

**ON MOTION BY COUNCIL MEMBER GALLEGOS, AND SECONDED BY COUNCIL MEMBER ROBINSON, ITEM D-2, RES NO. 19-167, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7/0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS MONTES, GALLEGOS, RODRIGUEZ, ROBINSON, GARCIA, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.**

*Item D-3 was moved before Section C. for approval.*

D-3      Discussion and Direction on the Madera Downtown Association's request for \$15,000 to be applied towards the Crow Abatement Program (Report by Madera Downtown Association)

Steve Copeland, Mona Davie, and Debi Bray with Madera Downtown Association presented report and request for City of Madera support the program by contributing \$15,000.

Following discussion, Council consensus was made to move forward with providing Madera Downtown Association \$15,000 for Crow Abatement Program. City Manager Arnoldo Rodriguez will bring back this item to the October 2, 2019 meeting with budget appropriations.

**ON MOTION BY COUNCIL MEMBER HOLLEY, AND SECONDED BY COUNCIL MEMBER ROBINSON, ITEM D-3 WAS APPROVED UNANIMOUSLY BY A VOTE OF 7-0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS**

**MONTES, GALLEGOS, RODRIGUEZ, ROBINSON, GARCIA, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.**

**E. ADMINISTRATIVE REPORTS:** None.

**F. COUNCIL REPORTS**

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

Council Member Robinson attended the Madera Unified School District Wellness Committee Meeting today where they discussed Safe Routes to School Lunch Program.

Council Member Gallegos attended the Money Store ribbon cutting today.

Council Member Garcia wished his son Javier a happy birthday.

Council Member Rodriguez wished his son Vincent a happy birthday as well and he participated in Madera's Got Talent.

Mayor Pro-Tem Montes reported that Community Action Partnership of Madera County (CAPMC) will have their Annual Soup Bowl Event on October 18, 2019. He also reported on September 27, 2019 the Trinity Lutheran Church will be providing a free immigration workshop.

Mayor Medellin represented the City of Madera on his trip to Washington D.C. with the Valley Voice. The Valley Voice represents eight counties and 4 million people in the Central San Joaquin Valley. He met with legislators and lobbied for federal funding, clean air, water, and buy America waivers.

Mayor Medellin also reported he met with Pershing Elementary School Robotics Team. It was a pleasure to speak to them.

Mayor Medellin reported that he visited Valley Children's Hospital where they broke ground on a 128-bed behavioral mental health facility.

Mayor Medellin requested an update/status report to City Council on the Downtown Planning Grant. City Manager responded that an update will be provided at the next Council Meeting.

Council Member Rodriguez also reported he met with Director General for Taipei Economic and Cultural Joseph Ma. City Manager Arnoldo Rodriguez reported Director General Joseph Ma was given a tour of City of Madera, they exchanged gifts, provided tour of the Quady Winery, and it was a great time. Director General for Joseph Ma extended an invitation to his office in San Francisco.

Mayor Medellin mentioned that a League of Cities meeting will take place during the second meeting in October. If there are not a lot of items on the agenda, maybe we will not have a meeting on that night and give that better comfort level to council members to attend. City Manager Arnoldo Rodriguez

stated the conference takes place from October 16 – October 18, 2019. There is legislative updates and a lot of vendors that provide services to public agencies. It may be beneficial for the council have that information if they desire to attend. Mayor Medellin requested that council members to let the City Manager know if they are planning on attending the conference.

No other reports were given.

**G.      CLOSED SESSION:** None.

**ADJOURNMENT** – The meeting was adjourned at 9:13 p.m. Next regular meeting October 2, 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.

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ALICIA GONZALES, City Clerk

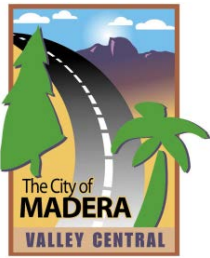
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ANDREW J. MEDELLIN, Mayor

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Prepared by:  
Claudia Mendoza, Deputy City Clerk





|               |          |
|---------------|----------|
| Item:         | B-1      |
| Minutes for:  | 10/02/19 |
| MPFA Adopted: | 12/18/19 |
| Adopted:      | 12/18/19 |

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

**October 2, 2019  
6:00 p.m.**

**Council Chambers  
City Hall**

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

**ROLL CALL:**

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

**Absent:** None.

Others present were City Manager Arnoldo Rodriguez, City Attorney Hilda Montoy Cantu, City Clerk Alicia Gonzales, Assistant Fire Chief Matt Watson, City Engineer Keith Helmuth, Chief of Police Dino Lawson, Chief Building Official Steve Woodworth, Interim Finance Director Susan O'Haro, Information Services Manager Mark Souders, Parks and Public Works Operations Director John Scarborough, Human Resources Director Wendy Silva, Police Commander Gino Chiamonte, Interim Deputy City Clerk Claudia Mendoza, Interim Housing Authority Executive Director Sally Bompreszi, and Housing Authority Executive Secretary Maria Dominguez.

**INVOCATION:** Pastor Lance Leach, Valley West Christian Center

**PLEDGE OF ALLEGIANCE:** Mayor Medellin

**APPROVAL OF AGENDA**

Mayor Medellin requested that Item B-5 to be moved to the Presentations Section.

There were no other recommended changes to the agenda.

**ON MOTION BY COUNCIL MEMBER MONTES AND SECONDED BY COUNCIL MEMBER ROBINSON, THE AGENDA WAS APPROVED WITH THE AMENDEMENT OF ADDING ITEM B-5 TO PRESENTATIONS BY A VOTE OF 7/0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS MONTES, GALLEGOS, RODRIGUEZ, ROBINSON, GARCIA, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.**

## **PUBLIC COMMENT**

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

Khalid Chaudry discussed his concerns with the City's Code of Ethics.

Ron Montoya discussed concerns with Community Facility District (CFD).

Jeff Biesenthal Captain with Madera Fire Department Station 57 thanked Council Members for support and presented them with personalized name plates.

No other comments given.

Mayor Medellin recessed the Regular Meeting of the Madera City Council, Special Meeting of Madera City Council as the Groundwater Sustainability Agency, and Regular Meeting of Madera Public Financing Authority at 6:13 p.m. and he handed the meeting over to Chairperson Gallegos to open the Special Meeting of the Housing Authority.

Housing Authority Chairperson Gallegos opened the Special Meeting of the Housing Authority of the City of Madera, calling for items as listed on the agenda. The Housing Authority meeting was adjourned at 6:18 p.m.

Mayor Medellin reconvened the Regular Meeting of the Madera City Council, Special Meeting of Madera City Council as the Groundwater Sustainability Agency, and Regular Meeting of Madera Public Financing Authority at 6:18 p.m.

## **PRESENTATIONS:**

1. Madera City Council's Recognition of Claudia Mendoza, Interim Deputy City Clerk

Council Member Donald Holley presented Interim Deputy City Clerk with a Certificate of Recognition.

## **INTRODUCTIONS:** None.

### **A. WORKSHOP:** None.

1. Downtown Transportation Study Update (Report by Keith Helmuth)

City Engineer Keith Helmuth, Ed Noriega consultant with Mark Thomas, and Samuel Norman consultant with the Rios Company presented report.

- B-5 Consideration of a Resolution Authorizing the Mayor to Sign a Letter of Support from WYE Madera County to the California High-Speed Rail Authority Urging Against Diverting Funding Away from San Joaquin Valley High-Speed Rail Infrastructure (Report by Arnolando Rodriguez)

City Manager Arnolando Rodriguez presented report.

**ON MOTION BY COUNCIL MEMBER HOLLEY, AND SECONDED BY COUNCIL MEMBER MONTES, ITEM B-5 WITH RECOMMENDED CHANGES, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7/0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS MONTES, GALLEGOS, RODRIGUEZ, ROBINSON, GARCIA, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.**

**RES. NO. 19-170 A RESOLUTION AUTHORIZING THE MAYOR TO SIGN A LETTER OF SUPPORT FROM WYE MADERA COUNTY TO THE CALIFORNIA HIGH-SPEED RAIL AUTHORITY URGING AGAINST DIVERTING FUNDING AWAY FROM SAN JOAQUIN VALLEY HIGH-SPEED RAIL INFRASTRUCTURE**

**B. CONSENT CALENDAR**

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

**ON MOTION BY COUNCIL MEMBER HOLLEY, AND SECONDED BY COUNCIL MEMBER MONTES, THE CONSENT CALENDAR WITH THE EXCEPTION OF ITEM B-5, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7/0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS MONTES, GALLEGOS, RODRIGUEZ, ROBINSON, GARCIA, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.**

- B-1 Informational Report on Register of Audited Demands (Report by Susan O'Haro)

- B-2 Informational Report on Personnel Activity (Report by Wendy Silva)

- B-3 Consideration of a Resolution Approving Agreement with Scott Chase and Melissa Chase for Demolition of Building and Improvements on 100 E 14th Street Madera, CA 93638, APN 011-201-001 Required for the Olive Avenue Widening and Reconstruction Project and Authorizing the Mayor to Execute the Agreement (Report by Keith Helmuth)

**RES. NO. 19-168 A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING AN AGREEMENT WITH SCOTT CHASE AND MELISSA CHASE, FOR DEMOLITION OF BUILDING AND IMPROVEMENTS ON 100 E 14TH STREET MADERA, CA 93638, APN 011-201-001 REQUIRED FOR OLIVE AVENUE WIDENING AND RECONSTRUCTION PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT**

- B-4 Consideration of a Resolution Approving the Request from Madera Downtown Association for the City of Madera to Contribute \$15,000 for a Crow Hazing Program and Amending the City of Madera Fiscal Year 2019/20 Budget in the Amount of \$5,000 (Report by Arnolando Rodriguez)

**RES. NO. 19-169      A RESOLUTION APPROVING THE REQUEST FROM MADERA DOWNTOWN ASSOCIATION FOR THE CITY OF MADERA TO CONTRIBUTE \$15,000 FOR A CROW HAZING PROGRAM AND AMENDING THE CITY OF MADERA FISCAL YEAR 2019/20 BUDGET IN THE AMOUNT OF \$5,000**

B-5      Consideration of a Resolution Authorizing the Mayor to Sign a Letter of Support from WYE Madera County to the California High-Speed Rail Authority Urging Against Diverting Funding Away from San Joaquin Valley High-Speed Rail Infrastructure (Report by Arnolando Rodriguez)

Item B-5 was moved to the Presentations Section of the meeting.

**RES. NO. 19-170      A RESOLUTION AUTHORIZING THE MAYOR TO SIGN A LETTER OF SUPPORT FROM WYE MADERA COUNTY TO THE CALIFORNIA HIGH-SPEED RAIL AUTHORITY URGING AGAINST DIVERTING FUNDING AWAY FROM SAN JOAQUIN VALLEY HIGH-SPEED RAIL INFRASTRUCTURE**

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

C-1      Update on the Status of the Groundwater Sustainability Plan (GSP): Receive Update and Public Comments and Provide Council Input (Report by Keith Helmuth)

City Engineer Keith Helmuth presented report

Mayor Medellin opened public hearing at 7:22 p.m.

There were no public comments and public hearing was closed at 7:22 p.m.

C-2      Consideration of a Resolution Approving a Fourth Amendment to the Madera Municipal Golf Course Operation and Management Lease Agreement Between the City and SGM Inc. DBA Sierra Golf Management Inc. and Authorizing the Mayor to Execute the Amendment on Behalf of the City (Report by John Scarborough)

Parks and Public Works Operations Director John Scarborough presented report.

**ON MOTION BY COUNCIL MEMBER RODRIGUEZ, AND SECONDED BY COUNCIL MEMBER ROBINSON, ITEM C-2, RES NO. 19-171, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7/0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS MONTES, GALLEGOS, RODRIGUEZ, ROBINSON, GARCIA, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.**

**RES. NO. 19-171      FOURTH AMENDMENT TO THE MADERA MUNICIPAL GOLF COURSE OPERATION AND MANAGEMENT LEASE AGREEMENT WITH SIERRA GOLF MANAGEMENT COMPANY INC**

C-3      Consideration of a Joint Resolution of the City Council of the City of Madera and the Madera Public Financing Authority Approving an Agreement with Del Rio Advisors, LLC, for Municipal

Advisor Services Related to the Water Revenue Refunding Bonds, Series 2019 and Authorizing the Mayor to Execute the Agreement (Report by Susan O'Haro)

Interim Finance Director Susan O'Haro and Ken Dieker consultant with Del Rio Advisors presented report.

**ON MOTION BY COUNCIL MEMBER MONTES, AND SECONDED BY COUNCIL MEMBER ROBINSON, ITEM C-3, JOINT RES NO. 19-172 & MPFA RES. NO. 19-06, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7/0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS MONTES, GALLEGOS, RODRIGUEZ, ROBINSON, GARCIA, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.**

**RES. NO. 19-172 & MPFA RES. NO 19-06      A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AND THE MADERA PUBLIC FINANCING AUTHORITY APPROVING AN AGREEMENT WITH DEL RIO ADVISORS, LLC FOR MUNICIPAL ADVISOR SERVICES RELATED TO THE WATER REVENUE REFUNDING BONDS, SERIES 2019 AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT**

**D.      WRITTEN COMMUNICATIONS:** None.

**E.      ADMINISTRATIVE REPORTS:**

E-1      Consideration of a Request to Designate a Voting Delegate and Alternates with Direction on How to Vote on Conference Resolutions for the League of California Cities Annual Conference and Direct the City Clerk to Submit the Voting Delegate Form to the League (Report by Arnoldo Rodriguez)

City Manager Arnoldo Rodriguez presented report.

Following discussion, Council consensus was made to appoint Council Member Garcia as the primary voting delegate and Council Member Robinson and City Manager Arnoldo Rodriguez as the alternates.

**ON MOTION BY COUNCIL MEMBER HOLLEY, AND SECONDED BY COUNCIL MEMBER ROBINSON, ITEM E-1, APPOINTING VOTING DELEGATES, WAS APPROVING UNANIMOUSLY BY A VOTE OF 7/0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS MONTES, GALLEGOS, RODRIGUEZ, ROBINSON, GARCIA, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.**

**F.      COUNCIL REPORTS**

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

Council Member Robinson attended the Asian Pacific American Institute for Congressional Studies (APAICS) Regional Leadership Academy held at the Fresno Center.

Council Member Gallegos thanked City Clerk, Fire Department and Police Department for coordinating transportation for them during the Old Timers Parade.

Council Member Garcia thanked Leticia Gonzales with Board of Supervisors Office for setting him up with a vehicle for Old Timers Parade.

Council Member Rodriguez reported that during the parade he had an opportunity to meet with a congressional candidate and he received a scholarship from the Latino Caucus to attend USC for leadership classes. It will be very good opportunity to bring back some valuable information that we can implement in our community.

Mayor Pro-Tem Montes reported he also attended parade. He noticed that the parade route was very clean and thanked staff.

Mayor Medellin thanked participants and organizers for the Old Timers Parade. It was a great event.

No other reports were given.

**G. CLOSED SESSION:**

G-1 Closed Session Announcement – City Attorney

Council adjourned to Closed Session at 7:58 p.m.

G-2 Conference with Legal Counsel - Existing Litigation pursuant to Government Code §54956.9(d)(1): 2 cases:

G-3 Conference with Labor Negotiators pursuant to Government Code §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-4 Conference with Legal Counsel – Existing Litigation pursuant to Government Code §54956.9  
Name of Case: MCA 1803 LLC v. City of Madera

G-5 Closed Session Report – City Attorney

Council returned from closed session at 9:55 p.m. with all members present.

City Attorney Hilda Montoy Cantu stated that there was no reportable action taken.

**ADJOURNMENT** – The meeting was adjourned at 9:55 p.m. Next regular meeting October 16, 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.

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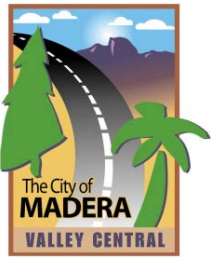
ALICIA GONZALES, City Clerk

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ANDREW J. MEDELLIN, Mayor

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Prepared by:  
Claudia Mendoza, Deputy City Clerk



|              |           |
|--------------|-----------|
| Item:        | B-1       |
| Minutes for: | 10/09/19s |
| Adopted:     | 12/18/19  |

## MINUTES OF A SPECIAL MEETING OF THE MADERA CITY COUNCIL

October 9, 2019  
6:00 p.m.

Council Chambers  
City Hall

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

### **ROLL CALL:**

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

**Absent:** None.

Others present were City Manager Arnoldo Rodriguez, City Clerk Alicia Gonzales, City Engineer Keith Helmuth, Grant Administrator Ivette Iraheta, Parks and Public Works Operations Director John Scarborough, Acting Planning Manager Chris Boyle, and Engineering Project Coordinator Ellen Bitter

**INVOCATION:** Pastor Josh Blair, Central Valley Church

**PLEDGE OF ALLEGIANCE:** Mayor Medellin

### **APPROVAL OF AGENDA**

There were no recommended changes to the agenda.

**ON MOTION BY COUNCIL MEMBER ROBINSON AND SECONDED BY COUNCIL MEMBER MONTES, THE AGENDA WAS APPROVED BY A VOTE OF 7/0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS MONTES, GALLEGOS, RODRIGUEZ, ROBINSON, GARCIA, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.**

### **PUBLIC COMMENT**

Members of the public shall have an opportunity to address the City Council regarding matters on this Agenda. Speakers should limit their comments to three (3) minutes.

No comments given.

### **A. CONSENT CALENDAR**



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

**ON MOTION BY COUNCIL MEMBER HOLLEY, AND SECONDED BY COUNCIL MEMBER ROBINSON, THE CONSENT CALENDAR, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7/0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS MONTES, GALLEGOS, RODRIGUEZ, ROBINSON, GARCIA, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.**

A-1 Request to Authorize the Mayor to Sign a Letter of Support for County of Madera U.S. Green Building Council Application for Leadership in Energy and Environmental Design for the Madera Health and Social Services Campus (Report by Ivette Iraheta)

**B. HEARINGS, PETITIONS, BIDS, RESOLUTIONS, ORDINANCES, AND AGREEMENTS**

B-1 Consideration of a Resolution Approving the Award of Contract for Fresno River Trail - UPRR & Gateway Undercrossing Project, Federal Project No ATPCML-5157(100), City Project No. PK-08, in the Amount of \$1,011,851.00 to Truxell & Valentino Landscape Development, Inc., and Authorizing the Mayor to Execute the Agreement; and

City Engineer Keith Helmuth and Engineering Project Coordinator Ellen Bitter presented reports for items B-1 and B-2.

**ON MOTION BY COUNCIL MEMBER RODRIGUEZ, AND SECONDED BY COUNCIL MEMBER GALLEGOS, ITEM B-1, RES NO. 19-173, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7/0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS MONTES, GALLEGOS, RODRIGUEZ, ROBINSON, GARCIA, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.**

**RES. NO. 19-173            A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING THE AWARD OF CONTRACT FOR FRESNO RIVER TRAIL – UPRR & GATEWAY UNDERCROSSING PROJECT, FEDERAL PROJECT NO. ATPCML 5157 (100), CITY PROJECT NO. PK- 08, IN THE AMOUNT OF \$1,011,085.00 TO TRUXELL & VALENTINO LANDSCAPE DEVELOPMENT, INC., AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT**

B-2 Consideration of a Resolution Approving Funding Amendment Appropriating \$217,000 to the City of Madera Fiscal Year 2019/20 Capital Projects Budget for the Fresno River Trail-UPRR & Gateway Undercrossing Project, City Project No. PK-08 (Report by Keith Helmuth)

**ON MOTION BY COUNCIL MEMBER GALLEGOS, AND SECONDED BY COUNCIL MEMBER RODRIGUEZ, ITEM B-2, RES NO. 19-174, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7/0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS MONTES, GALLEGOS, RODRIGUEZ, ROBINSON, GARCIA, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.**

**RES. NO. 19-174**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, APPROVING FUNDING AMENDMENTS AND APPROPRIATING \$217,000 TO THE CITY OF MADERA FISCAL YEAR 2019/20 CAPITAL PROJECTS BUDGET FOR THE FRESNO RIVER TRAIL - UPRR & GATEWAY UNDERCROSSING PROJECT, CITY PROJECT NO. PK-08**

**ADJOURNMENT** – The meeting was adjourned at 6:30 p.m. Next regular meeting October 16, 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.

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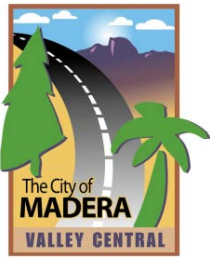
ALICIA GONZALES, City Clerk

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ANDREW J. MEDELLIN, Mayor

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Prepared by:  
Claudia Mendoza, Deputy City Clerk



|               |          |
|---------------|----------|
| Item:         | B-1      |
| Minutes for:  | 10/16/19 |
| MPFA Adopted: | 12/18/19 |
| Adopted:      | 12/18/19 |

**MINUTES OF A REGULAR MEETING OF THE MADERA CITY COUNCIL AND  
REGULAR MEETING OF MADERA PUBLIC FINANCING AUTHORITY BOARD**

**October 16, 2019  
6:00 p.m.**

**Council Chambers  
City Hall**

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

**ROLL CALL:**

**Present:** Mayor Andrew J. Medellin  
Mayor Pro Tem Steve Montes, District 3  
Council Member Cece Foley Gallegos, District 1  
Council Member Jose Rodriguez, District 2

**Absent:** Council Member Derek O. Robinson Sr., District 4  
Council Member Santos Garcia, District 5  
Council Member Donald E. Holley, District 6

Others present were Chief of Police Dino Lawson (filling in for City Manager), City Clerk Alicia Gonzales, Assistant Fire Chief Matt Watson, City Engineer Keith Helmuth, Interim Finance Director Susan O'Haro, Grant Administrator Ivette Iraheta, Human Resources Director Wendy Silva, Information Services Manager Mark Souders, Acting Planning Manager Chris Boyle, Attorney Shannon Chaffin (filling in for City Attorney), and Housing Authority Executive Secretary Maria Dominguez.

**INVOCATION:** Pastor Josh Blair, Central Valley Church

**PLEDGE OF ALLEGIANCE:** Mayor Medellin

**APPROVAL OF AGENDA**

Mayor Medellin called for any amendments to the agenda or items to be pulled.

No items were pulled or amended.

**ON MOTION BY COUNCIL MEMBER MONTES AND SECONDED BY COUNCIL MEMBER GALLEGOS, THE AGENDA WAS APPROVED UNANIMOUSLY BY A VOTE OF 4/0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS MONTES, GALLEGOS, AND RODRIGUEZ. NOES: NONE. ABSENT: COUNCIL MEMBERS ROBINSON, GARCIA, AND HOLLEY. ABSTAIN: NONE.**

**PUBLIC COMMENT**

The first fifteen minutes of the meeting are reserved for members of the public to address the Council on items which are within the subject matter jurisdiction of the Council. Speakers shall be limited to three minutes. Speakers will be asked, but are not required, to identify themselves and state the

subject of their 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.

Ms. Christianson with Pershing Elementary School and students with the Robotics Team asked some questions to the City Council regarding building a new City Hall.

No other comments given.

**PRESENTATIONS:** None.

**INTRODUCTIONS:** None.

**A. WORKSHOP:** None.

**B. CONSENT CALENDAR**

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

**ON MOTION BY COUNCIL MEMBER GALLEGOS, AND SECONDED BY COUNCIL MEMBER RODRIGUEZ, THE CONSENT CALENDAR, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 4/0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS MONTES, GALLEGOS, AND RODRIGUEZ. NOES: NONE. ABSENT: COUNCIL MEMBERS ROBINSON, GARCIA, AND HOLLEY. ABSTAIN: NONE.**

- B-1 Minutes –5/16/18, 6/5/18, 10/3/18, 10/17/18, 10/17/18s
- B-2 Informational Report on Register of Audited Demands (Report by Susan O’Haro)
- B-3 Informational Report on Contract City Attorney Service Expenditures (Report by Wendy Silva)
- B-4 Water Conservation Report for 8/19/19 – 9/22/19 (Report by John Scarborough)
- B-5 Consideration of a Minute Order of the Madera City Council Authorizing the Lease of a National Insurance Crime Bureau Vehicle to the Madera Police Department and Authorizing the Chief of Police to Execute the Vehicle Use Agreement (Report by Dino Lawson)
- B-6 Consideration of a Joint Resolution of the City of Madera and the Madera Public Financing Authority Authorizing the City Manager or Director of Financial Services to Engage Hilltop Securities as Placement Agent/Underwriter and Kronick, Moskovitz, Tiedemann & Girard as Bond Counsel/Disclosure Council for Professional Services Required to Complete the Financing of the Water Revenue Bonds Series 2019 (Report by Susan O’Haro)

**RES. NO. 19-175 & A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AND THE**

**MPFA RES NO 19-07 MADERA PUBLIC FINANCING AUTHORITY AUTHORIZING THE CITY MANAGER OR DIRECTOR OF FINANCIAL SERVICES TO ENGAGE HILLTOP SECURITIES AS PLACEMENT AGENT/UNDERWRITER AND KRONICK, MOSKOVITZ, TIEDEMANN & GIRARD AS BOND COUNSEL/DISCLOSURE COUNCIL FOR PROFESSIONAL SERVICES REQUIRED TO COMPLETE THE FINANCING OF THE WATER REVENUE BONDS SERIES 2019**

**B-7 Actions Relating to Final Map for La Spezia II Subdivision (Tract No. 19-S-01)**

Consideration of a Resolution of the City of Madera Approving the Final Map for the La Spezia II Subdivision (Tract No. 19-S-01) and Authorizing Execution of Subdivision Agreement and Authorizing the Mayor to Execute the Agreement on Behalf of the City (Report by Keith Helmuth)

**RES. NO. 19-176 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING THE FINAL MAP FOR THE LA SPEZIA II SUBDIVISION (TRACT NO. 19-S-01) AND IMPROVEMENT AGREEMENT (AGREEMENT) AFFECTING LAND DEVELOPMENT AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENTS ON BEHALF OF THE CITY**

Consideration of a Resolution of the City of Madera Approving Annexation of the La Spezia II Subdivision (Tract No. 19-S-01) into Zone of Benefit 29; Confirming the Diagram and Assessments for City Wide Landscape and Lighting Assessment District Zone of Benefit 29 For Fiscal Year (FY) 2019/2020; And Authorizing the City Clerk to File the Diagram and Assessment with the Madera County Auditor (Report by Keith Helmuth)

**RES. NO. 19-177 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING ANNEXATION OF LA SPEZIA II SUBDIVISION (TRACT NO. 19-S-01) INTO ZONE OF BENEFIT 29; CONFIRMING THE DIAGRAM AND ASSESSMENT FOR CITY WIDE LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT ZONE OF BENEFIT 29 FOR FISCAL YEAR (FY) 2020/2021; 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-8 Actions Relating to Final Map for La Spezia III Subdivision (Tract No. 19-S-02)**

Consideration of a Resolution of the City of Madera Approving the Final Map for the La Spezia III Subdivision (Tract No. 19-S-02) and Authorizing Execution of Subdivision Agreement and Authorizing the Mayor to Execute the Agreement on Behalf of the City (Report by Keith Helmuth)

**RES. NO. 19-178 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING THE FINAL MAP FOR THE LA SPEZIA III SUBDIVISION (TRACT NO. 19-S-02) AND IMPROVEMENT AGREEMENT (AGREEMENT) AFFECTING LAND DEVELOPMENT AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENTS ON BEHALF OF THE CITY**

Consideration of a Resolution of the City of Madera Approving Annexation of the La Spezia III Subdivision (Tract No. 19-S-02) into Zone of Benefit 29; Confirming the Diagram and Assessments for City Wide Landscape and Lighting Assessment District Zone of Benefit 29 For Fiscal Year (FY) 2019/2020; And Authorizing the City Clerk to File the Diagram and Assessment with the Madera County Auditor (Report by Keith Helmuth)

**RES. NO. 19-179      A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING ANNEXATION OF LA SPEZIA III SUBDIVISION (TRACT NO. 19-S-02) INTO ZONE OF BENEFIT 29; CONFIRMING THE DIAGRAM AND ASSESSMENT FOR CITY WIDE LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT ZONE OF BENEFIT 29 FOR FISCAL YEAR (FY) 2020/2021; 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**

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

**C-1      PUBLIC HEARING ON REZONE AND GENERAL PLAN AMENDMENT**

Public Hearing and Consideration of:

- 1) Consideration of Adoption of a Resolution Amending the General Plan Land Use Designation for the Six Parcels, Reclassing them from the HD (High Density) to the P&SP (Public and Semi-Public) General Plan Land Use Designation and Adopting a Negative Declaration and

Acting Planning Manager Chris Boyle presented report.

Mayor Medellin opened Public Hearing at 6:17 p.m.

Zeke Rubio asked what is the process once it is adopted by the City Council. Mr. Boyle responded since the properties are the possession of the County, the land use preparations are done as a collaborative effort. The City will prepare land with correct zoning, and any development of the site would be processed/facilitated through the County.

Zeke Rubio also asked what is the timeline of the process? Mr. Boyle responded that he does not have the exact timeline. But the County has met and collaborated with City Planning and Engineering staff on some conceptual designs, but they have not shared their construction timeline to date.

Discussion followed.

Mayor Medellin closed Public Hearing at 6:21 p.m.

**ON MOTION BY COUNCIL MEMBER MONTES, AND SECONDED BY COUNCIL MEMBER GALLEGOS, ITEM C-1(1), RES NO. 19-180, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 4/0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS MONTES, GALLEGOS, AND RODRIGUEZ. NOES: NONE. ABSENT: COUNCIL MEMBERS ROBINSON, GARCIA, AND HOLLEY. ABSTAIN: NONE.**

**RES. NO. 19-180      RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING AN AMENDMENT OF THE GENERAL PLAN CHANGING THE LAND USE DESIGNATION**

**OF SIX PARCELS ENCOMPASSING 1.5 ACRES LOCATED ON THE SOUTHWEST CORNER OF THE INTERSECTION OF WEST 7TH STREET AND SOUTH G STREET FROM THE HD (HIGH DENSITY) LAND USE DESIGNATION TO THE P&SP (PUBLIC AND SEMI-PUBLIC) LAND USE DESIGNATION (APNS: 010-162-001, 002, AND 009-012) AND ADOPTING A NEGATIVE DECLARATION**

- 2) Consideration of Introduction of an Ordinance Rezoning Six Parcels Encompassing 1.5 Acres Located on the Southwest Corner of the Intersection of West 7th Street and South G Street from the R3 (High Density) to the PF (Public Facilities) Zone District (Report by Chris Boyle)

**ON MOTION BY COUNCIL MEMBER MONTES, AND SECONDED BY COUNCIL MEMBER GALLEGOS, ITEM C-1(2), INTRODUCTION OF ORDINANCE WAS ADOPTED UNANIMOUSLY BY A VOTE OF 4/0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS MONTES, GALLEGOS, AND RODRIGUEZ. NOES: NONE. ABSENT: COUNCIL MEMBERS ROBINSON, GARCIA, AND HOLLEY. ABSTAIN: NONE.**

**INTRO ORD. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING THE OFFICIAL CITY OF MADERA ZONING MAP REZONING SIX PARCELS ENCOMPASSING APPROXIMATELY 1.5 ACRES LOCATED ON THE SOUTHWEST CORNER OF THE INTERSECTION OF WEST 7TH STREET AND SOUTH G STREET FROM THE R3 (HIGH DENSITY) ZONE DISTRICT TO THE PF (PUBLIC FACILITY) ZONE DISTRICT AS IDENTIFIED WITHIN EXHIBIT "A"**

**C-2 ACTIONS RELATING TO ANNEXATION OF TERRITORY TO CFD 2005-01**

Public Hearing and Consideration of:

- 1) Public Hearing and Consideration of a Resolution of the City Council (Council) of the City of Madera, California (City), Authorizing the Annexation of Territory to Community Facilities District No. (CFD) 2005-01 and Authorizing the Levy of a Special Tax and Submitting the Levy of Tax to the Qualified Electors.

Acting Planning Manager Chris Boyle presented report.

The report was presented by Planning Manager Chris Boyle.

Mayor Medellin opened the public hearing at 6:37 p.m., no speakers came forward.

**ON MOTION BY COUNCIL MEMBER GALLEGOS, AND SECONDED BY COUNCIL MEMBER MONTES, ITEM C-2(1), RES NO. 19-181 WAS ADOPTED UNANIMOUSLY BY A VOTE OF 4/0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS MONTES, GALLEGOS, AND RODRIGUEZ. NOES: NONE. ABSENT: COUNCIL MEMBERS ROBINSON, GARCIA, AND HOLLEY. ABSTAIN: NONE.**

**RES. NO. 19-181 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, AUTHORIZING THE ANNEXATION OF TERRITORY TO COMMUNITY FACILITIES DISTRICT NO. 2005-01 AND AUTHORIZING THE LEVY OF A SPECIAL TAX AND SUBMITTING THE LEVY OF TAX TO THE QUALIFIED ELECTORS**

- 2) Consideration of a Resolution of the City Council (Council) of the City of Madera Calling a Special Election and Submitting to the Voters of Annexation No. 6 of the City's CFD 2005-01 Propositions Regarding the Annual Levy of Special Taxes within Annexation No. 6 to Finance Police Protection Services, Fire Protection and Suppression Services, Park Maintenance, and Storm Drainage System Operation and Maintenance Within the District

**ON MOTION BY COUNCIL MEMBER GALLEGOS, AND SECONDED BY COUNCIL MEMBER RODRIGUEZ, ITEM C-2(2), RES NO. 19-182, WAS ADOPTED UNANIMOUSLY BY A VOTE UNANIMOUSLY BY A VOTE OF 4/0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS MONTES, GALLEGOS, AND RODRIGUEZ. NOES: NONE. ABSENT: COUNCIL MEMBERS ROBINSON, GARCIA, AND HOLLEY. ABSTAIN: NONE.**

**RES. NO. 19-182      RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, CALLING A SPECIAL ELECTION AND SUBMITTING TO THE VOTERS OF ANNEXATION NO. 6 OF CITY OF MADERA COMMUNITY FACILITIES DISTRICT NO. 2005-01 THE PROPOSITION REGARDING THE ANNUAL LEVY OF SPECIAL TAXES WITHIN ANNEXATION NO. 6 TO FINANCE POLICE PROTECTION SERVICES, FIRE PROTECTION AND SUPPRESSION SERVICES, PARK MAINTENANCE, AND STORM DRAINAGE SYSTEM OPERATION AND MAINTENANCE WITHIN THE DISTRICT**

Conducting of:

- 3) Conduct A Special Election of the Qualified Electors of Annexation No. 6 of the City's CFD 2005-01 and Declaration and Certification of the Results Thereof

Mayor Medellin opened the public hearing at 6:39 p.m. and no speakers came forward.

City Clerk Alicia Gonzales declared the Notice of Public Hearing was published on October 2, 2019

Mayor Medellin opened the meeting for public comment at 6:39 p.m. and no speakers came forward.

City Clerk Alicia Gonzales declared:

- No written protests were received.
- There are less than twelve registered voters within the Communities Facilities District.
- Written consents to hold the Community Facilities District elections today have been received from all land owners within the proposed Annexation No. 6.
- Concur with holding of the special election for the Annexation No. 6.

Mayor Medellin closed public hearing at 6:40 p.m. and turned the meeting back to City Clerk.

City Clerk Alicia Gonzales requested the City Council consider adoption of the resolution as noted on the Agenda.

Mayor Medellin called for the special election.

City Clerk Alicia Gonzales announced she received one ballot; the number of votes for one ballot is a total of 46 votes; it is a yes vote.

City Clerk Alicia Gonzales declared proposition passed unanimously.



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

Consideration of:

- 4) Consideration of A Resolution of the Council of the City, Making Certain Findings, Certifying the Results of an Election and Adding the Territory Identified as Annexation No. 6 to CFD 2005-01 (Report by Chris Boyle)

**ON MOTION BY COUNCIL MEMBER RODRIGUEZ, AND SECONDED BY COUNCIL MEMBER MONTES, ITEM C-2(4), RES. NO. 19-183 WAS ADOPTED UNANIMOUSLY BY A VOTE OF 4/0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS MONTES, GALLEGOS, AND RODRIGUEZ. NOES: NONE. ABSENT: COUNCIL MEMBERS ROBINSON, GARCIA, AND HOLLEY. ABSTAIN: NONE.**

**RES. NO. 19-183      RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, MAKING CERTAIN FINDINGS, CERTIFYING THE RESULTS OF A SPECIAL ELECTION AND ADDING THE TERRITORY IDENTIFIED AS ANNEXATION NO. 6 TO COMMUNITY FACILITIES DISTRICT NO. 2005-01**

**D.      WRITTEN COMMUNICATIONS: None.**

**E.      ADMINISTRATIVE REPORTS: None.**

**F.      COUNCIL REPORTS**

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

Mayor Pro-Tem Montes thanked staff for helping organizing the Madera County Centro Binacional Health Fair event at Pan Am Center.

Mayor Medellin reported that there is discussion regarding the possibility of the loss of funding for the widening of Highway 99 from Avenue 12 to south of Avenue 7. He requested that Council support a letter addressed to the Governor not to divert the funding. If we can all reach out to our local legislators to let them know how important to not change those funds.

No other reports were given.

**G.      CLOSED SESSION: None.**

**ADJOURNMENT** – The meeting was adjourned at 6:45 p.m. Next regular meeting October 2, 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.

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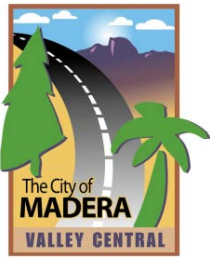
ALICIA GONZALES, City Clerk

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ANDREW J. MEDELLIN, Mayor

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Prepared by:  
Claudia Mendoza, Deputy City Clerk



|              |          |
|--------------|----------|
| Item:        | B-1      |
| Minutes for: | 11/06/19 |
| Adopted:     | 12/18/19 |

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

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

**Council Chambers  
City Hall**

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

**ROLL CALL:**

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

**Absent:** None.

Others present were City Manager Arnolando Rodriguez, City Attorney Hilda Montoy Cantu, City Clerk Alicia Gonzales, City Engineer Keith Helmuth, Chief of Police Dino Lawson, Chief Building Official Steve Woodworth, Fire Battalion Chief Anthony Garcia, Parks Director John Scarborough, Human Resources Director Wendy Silva, Police Commander Gino Chiaramonte, Finance Accountant Don Theisen, and Assistant Planner Jesus Orozco.

**INVOCATION:** Pastor Sammie Neely, Mt. Zion Church

**PLEDGE OF ALLEGIANCE:** Mayor Medellin

**APPROVAL OF AGENDA**

Mayor Medellin asked if Council Member Garcia can give his report for Council Member Reports (Section F) before the Presentation Section.

**ON MOTION BY COUNCIL MEMBER GARCIA AND SECONDED BY COUNCIL MEMBER GALLEGOS, THE AGENDA WAS APPROVED WITH CHANGE BY A VOTE OF 7/0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS MONTES, GALLEGOS, RODRIGUEZ, ROBINSON, GARCIA, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.**

**PUBLIC COMMENT**

The first fifteen minutes of the meeting are reserved for members of the public to address the Council on items which are within the subject matter jurisdiction of the Council. Speakers shall be limited to

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

Khalid Chaudry expressed his support of City workers during contract negotiations.

Claudia Garza discussed concerns regarding evictions to Laguna Knolls tenants and presented a draft ordinance to the City Council.

Ron Montoya also discussed concerns with evictions to Laguna Knolls tenants, Community Facility District (CFD), and requested support of term limits to Madera County Board of Supervisors.

Desiree (no last name given) requested that the City Council help the tenants at Laguna Knolls.

Debbie Garza also requested that the City Council help the tenants at Laguna Knolls.

Ubaldo Garcia discussed affordable housing in Madera and City should look into electrical vehicles for its fleet.

Sandra Ramon also requested that the City Council help the tenants at Laguna Knolls.

Beatriz (no last name given) requested that the City Council help the tenants at Laguna Knolls.

Gloria (no last name given) represents New Harvest Hope Ministries also requested everyone come together and help the Laguna Knolls tenants.

Richard Torres also represents New Harvest Hope Ministries offered their services to help the displaced tenants of Laguna Knolls.

Madilyn Harris with Leadership Council for Justice and Accountability stated she has been in touch with the Laguna Knolls tenants and urged the City Council to adopt an ordinance to put a moratorium on evictions and rent increases leading up to January 2020.

No other comments given.

#### **WRITTEN COMMUNICATIONS:**

1. Memo from Dr. Retana regarding policy for non-towing when registered owner arrives to drive vehicle back to point of origin

Mayor announced that the item removed at the request of Dr. Retana.

#### **F. COUNCIL REPORTS**

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

Council Member Garcia requested that an ordinance to put a moratorium on evictions is agendized at the next City Council meeting.

After discussion, City Council provided direction to City Manager Arnoldo Rodriguez to present an ordinance adopting a moratorium on evictions at the next City Council meeting.

**PRESENTATIONS:**

1. Employee Recognition Presented to Lester Jorgensen, Director of Special Transportation Projects for 28 Years of Service

City Engineer Keith Helmuth presented report and Mayor Medellin presented a Mayor's Certificate to Les Jorgensen.

2. Proclamation Recognizing Guru Nanak 550th Gurpurb, or Birth Anniversary

Naindeep Singh with the Jakara Movement presented report and Mayor Medellin provided proclamation.

**INTRODUCTIONS:** None.

**A. WORKSHOP:** None.

**B. CONSENT CALENDAR**

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

**ON MOTION BY COUNCIL MEMBER MONTES, AND SECONDED BY COUNCIL MEMBER ROBINSON, THE CONSENT CALENDAR WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7/0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS MONTES, GALLEGOS, RODRIGUEZ, ROBINSON, GARCIA, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.**

B-1 Minutes – 10/23/18s, 11/07/18, 11/14/18s, 12/05/18, 12/19/18

B-2 Informational Report on Register Audited Demands (Report by Don Theisen)

B-3 Informational Report on Personnel Activity (Report by Wendy Silva)

- B-4 Consideration of a Minute Order Authorizing the Mayor to Sign a Letter in Opposition of the Deletion of the SR 99 Widening Project from Avenue 7 to Avenue 12 from the Draft 2020 Interregional Transportation Improvement Program (ITIP) (Report by Keith Helmuth)
- B-5 Consideration of a Minute Order Adding Correct Exhibit A to Resolution 19-162 Regarding Approval of Funding Amendment Resolution Appropriating \$263,000 to the City of Madera (City) Fiscal Year (FY) 2019/20 Capital Projects Budget for the Construction of SB-1 Road Maintenance and Rehabilitation Account (RMRA) 2018-19 Seals and Overlays, City Project No. R-76 (Report by Keith Helmuth)
- B-6 Consideration of a Resolution Approving Agreement with J.W. Myers, Inc., a California Corporation included in the James W. Myers and Karen S. Myers Family Trust of 1992 for the Relocation of the Propane Tank, Service Island, and Fencing in the Amount of \$48,235 Required for the Olive Avenue Widening and Reconstruction Project and Authorizing the Mayor to Execute the Agreement (Report by Keith Helmuth)

**RES. NO. 19-184 A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING AN AGREEMENT WITH J.W. MYERS, INC., A CALIFORNIA CORPORATION INCLUDED IN THE JAMES W. MYERS AND KAREN S. MYERS FAMILY TRUST OF 1992, FOR THE RELOCATION OF THE PROPANE TANK, SERVICE ISLAND, AND FENCING IN THE AMOUNT OF \$48,235 REQUIRED FOR THE OLIVE AVENUE WIDENING AND RECONSTRUCTION PROJECT AND AUTHORIZING MAYOR TO EXECUTE AGREEMENT**

- B-7 Consideration of a Resolution Approving Submittal of a Grant Application for Round 1 Integrated Regional Water Management (IRWM) Implementation Funding Through the State of California Department of Water Resources (DWR) in the Amount of Approximately \$779,653 (Report by Keith Helmuth)

**RES. NO. 19-185 A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING A GRANT APPLICATION FOR ROUND 1 INTEGRATED REGIONAL WATER MANAGEMENT IMPLEMENTATION FUNDING THROUGH THE STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES IN THE AMOUNT OF APPROXIMATELY \$779,653 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE APPLICATION**

**C. PUBLIC HEARINGS**

- C-1 Public Hearing relating to approval of Energy Services Agreement with ENGIE SERVICES US, INC.

Conduct Public Hearing and Consider Approval of Resolution of the City Council of the City of Madera making findings required under Government Code Section 4217.10-18 and approving agreement for energy conservation services with ENGIE Services US, Inc., authorizing execution and related actions, and making CEQA exemption findings (Report by Arnolando Rodriguez)

Mayor Medellin opened public hearing at 7:09 p.m.

City Manager Arnoldo Rodriguez and consultant Ashu Jain with ENGIE Services presented report.

There were no public comments and public hearing was closed at 7:45 p.m.

**ON MOTION BY COUNCIL MEMBER MONTES, AND SECONDED BY COUNCIL MEMBER HOLLEY, ITEM C-1, RES NO. 19-186, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7/0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS MONTES, GALLEGOS, RODRIGUEZ, ROBINSON, GARCIA, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.**

**RES. NO. 19-186      RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA MAKING FINDINGS REQUIRED UNDER GOVERNMENT CODE SECTION 4217.10-18 AND APPROVING AGREEMENT FOR ENERGY CONSERVATION SERVICES WITH ENGIE SERVICES US, INC. AND AUTHORIZING EXECUTION AND RELATED ACTIONS, INCLUDING FINDING THAT THE PROJECT IS EXEMPT PURSUANT TO SECTIONS 15301 AND 15303 OF THE CEQA GUIDELINES**

C-2      Public Hearing relating to Rezoning of Two Parcels

Conduct public hearing and Consider Introduction of an Ordinance Rezoning Two Parcels Encompassing Approximately 0.29 Acres Located Approximated 200 Feet West of the Intersection of Sonora and Rush Streets (120 Wilson Ave. and 117 W. Rush St.) from the R3 (High Density) Zone District to the PD-1500 (Planned Development) Zone District and Approval of Negative Declaration (Report by Chris Boyle)

Mayor Medellin opened public hearing at 7:47 p.m.

City Manager Arnoldo Rodriguez and Assistant Planner Jesus Orozco presented report.

Ubaldo Garcia discussed his concerns regarding project.

There were no other comments from the public and the public hearing was closed at 7:56 p.m.

The ordinance title was read by title by City Clerk Alicia Gonzales.

**ON MOTION BY COUNCIL MEMBER MONTES, AND SECONDED BY COUNCIL MEMBER HOLLEY, ITEM C-2, INTRODUCTION OF AN ORDINANCE, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7/0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS MONTES, GALLEGOS, RODRIGUEZ, ROBINSON, GARCIA, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.**

**INTRO ORD.            AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING THE OFFICIAL CITY OF MADERA ZONING MAP TO REZONE APPROXIMATELY 0.29 ACRES OF PROPERTY LOCATED APPROXIMATED 200 FEET WEST OF THE INTERSECTION OF SONORA AND RUSH STREETS (120 WILSON AVE. AND 117 W. RUSH ST.) FROM THE R3 (HIGH DENSITY) TO THE PD-1500 (PLANNED DEVELOPMENT) ZONE DISTRICT (APN: 003-093-006 AND 008).**

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

- D-1 Update on the Status of the Groundwater Sustainability Plan (GSP): Receive Update and Public Comments and Provide Council Input (Report by Keith Helmuth)

City Engineer Keith Helmuth presented report.

- D-2 Second Reading and Consideration of Adoption of an Ordinance Rezoning Six Parcels Encompassing Approximately 1.5 Acres Located on the Southwest Corner of the Intersection of West 7th and South G Streets from the R3 (High Density) to the PF (Public Facilities) Zone District (Report by Chris Boyle)

Assistant Planner Jesus Orozco presented report.

The ordinance title was read by title by City Clerk Alicia Gonzales.

**ON MOTION BY COUNCIL MEMBER MONTES, AND SECONDED BY COUNCIL MEMBER GARCIA, ITEM D-2, ORD. 965 C.S., WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7/0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS MONTES, GALLEGOS, RODRIGUEZ, ROBINSON, GARCIA, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.**

**ORD. 965 C.S.                    AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING THE OFFICIAL CITY OF MADERA ZONING MAP REZONING SIX PARCELS ENCOMPASSING APPROXIMATELY 1.5 ACRES LOCATED ON THE SOUTHWEST CORNER OF THE INTERSECTION OF WEST 7TH STREET AND SOUTH G STREET FROM THE R3 (HIGH DENSITY) ZONE DISTRICT TO THE PF (PUBLIC FACILITY) ZONE DISTRICT AS IDENTIFIED WITHIN EXHIBIT "A"**

- D-3 Consideration of a Request by the Madera Opportunities for Resident Enrichment and Services (MORES) to Allow Prepayment of the Special Tax Associated with Community Facilities District 2005-01 for the Downtown Madera Veterans and Family Housing Project (DMVFHP) (Report by Chris Boyle)

Assistant Planner Jesus Orozco presented report.

**ON MOTION BY COUNCIL MEMBER RODRIGUEZ, AND SECONDED BY COUNCIL MEMBER GALLEGOS, ITEM D-3, REQUEST BY MADERA OPPORTUNITIES FOR RESIDENT ENRICHMENT AND SERVICES (MORES) WAS APPROVED UNANIMOUSLY BY A VOTE OF 7/0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS MONTES, GALLEGOS, RODRIGUEZ, ROBINSON, GARCIA, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.**

**E.        ADMINISTRATIVE REPORTS:** None.

**F.        COUNCIL REPORTS**

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



**agenda. Under this section the Council may take action only on items specifically agendized and which meet other requirements for action.**

Council Member Garcia's report was moved after Public Comment section.

Council Member Holley reported that he and Council Member Garcia they attended a birthday party of a Madera citizen who just turned 100 years old. He is scheduled to attend another one in December and thanked the City for honoring people that make it to that age. On a sad note, he has lost a few family members within the last couple of months.

Council Member Rodriguez reported he was not able to attend the USC Price Forum for Leaders in the Community and the Intergovernmental Workshop due to illness. Mayor Pro-Tem Montes responded that in the Intergovernmental Workshop they discussed financing options, special districts, and looking at tools to spark economic development.

Mayor Pro-Tem Montes stated he would like to invite Build It Green (BIG) to discuss affordable housing on a future agenda. Council consensus was made for the City Manager Arnoldo Rodriguez to add this item to a future agenda.

Mayor Medellin stated that he felt the Intergovernmental Workshop was very informative.

Mayor Medellin also reported he also checked out a lot of events throughout the City on Halloween.

Council Member Holley stated that he would like to move the Regular Housing Authority Meeting to a night they have a Regular City Council Meeting, instead of having a meeting on the second Wednesday.

No other reports were given.

**G. CLOSED SESSION:**

G-1 Closed Session Announcement – City Attorney

Council adjourned to Closed Session at 8:25 p.m.

G-2 Liability Claim pursuant to Government Code §54956.95  
Agency Claimed Against: City of Madera

Claimants:

1. Allstate ASO Luz Villagomez
2. Lalezary Law Firm ASO Luz E. Villagomez
3. Lalezary Law Firm ASO Luz Villagomez
4. Lalezary Law Firm ASO Armando Villagomez
5. Lalezary Law Firm ASO Juan Pablo Villagomez
6. Evergreen Lawn Care and Maintenance, Inc. – Agreement and Maintenance Services

G-3 Closed Session Report – City Attorney

Council returned from closed session at 9:07 p.m. with all members present.

City Attorney Hilda Montoy Cantu reported that item G-2 claimants 1. – 5. items related to Villagomez family were denied unanimously by City Council with a vote of 7/0.

City Attorney Hilda Montoy Cantu reported that item G-2 claimant 6. item related to Evergreen Lawn Care and Maintenance, Inc. was denied unanimously by City Council with a vote of 7/0.

**ADJOURNMENT** – The meeting was adjourned at 9:09 p.m. Next regular meeting November 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.

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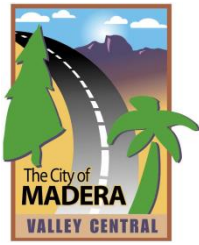
ALICIA GONZALES, City Clerk

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ANDREW J. MEDELLIN, Mayor

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Prepared by:  
Claudia Mendoza, Deputy City Clerk



## REPORT TO CITY COUNCIL

**Approved by:**

Wendy Silva  
Wendy Silva, Director of Human Resources

Arnoldo Rodriguez  
Arnoldo Rodriguez, City Manager

**Council Meeting of:** December 18, 2019

**Agenda Number:** B-2

**SUBJECT:**

Consideration of Adopting a Resolution Amending the City of Madera Classification Plan by Replacing the Field Representative Classification with Water Conservation Customer Service Representative, Adding Water Conservation Specialist to the Classification Plan, and Setting the Assigned Salary Ranges for the Classifications

**RECOMMENDATION:**

It is recommended the City Council (Council) adopt the resolution replacing the Field Representative classification with Water Conservation Customer Service Representative, adding the Water Conservation Specialist classification, and setting the assigned salary ranges for the classifications.

**SUMMARY:**

The City received employee-initiated requests to review the classifications utilized within the Water Conservation division at Public Works. The Human Resources (HR) Department reviewed the requests and is recommending the revision of one existing classification and creation of a new classification. There is no recommended change to the existing assigned salary ranges for the positions in question. However, if approved, there may be some classification corrections of individual employees within the Water Conservation Division that will result in pay changes, specifically Public Works Maintenance Worker I's who are being utilized to perform substantially similar duties assigned to Field Representatives will be re-classified the same as their colleagues.

**DISCUSSION:**

The classifications in question are represented by the General Bargaining Unit (GBU). Under the GBU's Memorandum of Understanding (MOU), employees may submit reclassification requests when they feel the duties they are performing fall outside of their job description. The request for reclassification is submitted up the chain of command in the employee's department and then submitted to the HR department for analysis. Potential outcomes from this process include:

- No change to an existing job description or the employee's classification
- Modifications to an existing job description
- Creation of a new job description and subsequent reclassification of the employee
- Reclassification of an employee from one job description to another already in the City's classification plan
- No change in the assigned pay range for a classification
- Modification of the assigned pay range for a classification

At the start of the reclassification process, the HR department explains these potential outcomes to all employees, however it should come as no surprise that most employees initiating this process have hopes of a pay increase. While it can be disappointing for an individual employee not to receive a pay increase, the City has held that any recommendations to modify assigned pay ranges must be based on market data that supports such movement.

The City received two separate requests for employee-initiated reclassifications from the Water Conservation division at Public Works. One request was initiated by an existing Field Representative and the second request was initiated by the Solid Waste/Recycling Assistant who had been reassigned to Water Conservation.

### Classification Analysis

#### *1. Field Representative Request for Reclassification*

Prior to 2016, individuals in the Field Representative classification operated out of the Utility Billing Division in the Finance Department. In mid-2016, Field Representatives were transferred to the Water Conservation Division within the Public Works department as the City felt this was a better fit for the classification. While assigned to the Finance Department, Field Representatives performed water turn-on/shut-off duties, investigated occupancy issues for utility billing, and manually read water meters among other duties. After the transfer to the Water Conservation division, Field Representatives were trained to work with the automatic meter reading system as well as educate the public on water conservation programs.

Upon receipt of the request to be considered for reclassification, the HR department interviewed the employee who initiated the request, the division supervisor, the division manager, and the department director. Based on the outcome of these interviews, a draft revision to the job description was created to capture both the reassignment from Finance to Water Conservation and the differences between the old manual meter reading duties and the new automatic meter reading system. The draft job description was provided to the employee as well as her colleague in the same classification, the supervisor, and the bargaining unit representative for review and comment. A few revisions came from this process, and the final recommended job description is provided as Exhibit A in red line/strike-out form, with a clean copy as Exhibit B. If approved, the

Field Representative classification will be modified and retitled Water Conservation Customer Service Representative.

2. *Solid Waste/Recycling Assistant Request for Reclassification*

When the City had in-house staff dedicated to the solid waste function, the solid waste division was staffed with two (2) Solid Waste/Recycling Assistants. In 2014, one of the Solid Waste/Recycling Assistants was transferred to the Water Conservation division, however the employee's job classification was not modified by the department. Upon receipt of the request for reclassification, the HR department interviewed the employee who submitted the request, the supervisor, the division manager, and the department head. Based on the outcome of these interviews, a new classification is being recommended titled Water Conservation Specialist. The proposed job description was reviewed with the employee, the supervisor, and the bargaining unit representative. The final recommended job description is provided as Exhibit C to this report. There is no red line/strike-out version as this job description is new and not a modification to an existing description. If approved, a new classification titled Water Conservation Specialist will be created.

Compensation Analysis

After completion of the draft job descriptions, HR staff met several times with the bargaining unit representative and employees to discuss the assigned salary ranges for the position. The bargaining unit and employees strongly felt that the positions should be paid more than the current assigned ranges, however no data was provided to support this argument outside of base pay comparisons. The HR department gathered compensation data from like cities to include base pay, retirement, and health insurance contributions as these are the main components of compensation. The data gathered did not support modifying the assigned salary ranges for the positions. While the bargaining unit disagreed with the City's recommendation to not modify the assigned salary ranges, they approved moving forward with the job description modifications for the employees involved.

While there is no change recommended to the assigned salary ranges, there are currently some individuals in the Water Conservation Division classified as Public Works Maintenance Worker I's. Each of these employee's assigned job duties will be reviewed to determine if the individual is more appropriately classified as the proposed Water Conservation Customer Service Representative, which may represent a pay increase for the individual employee if reclassified.

**FINANCIAL IMPACT:**

While there are no recommended changes to the assigned salary ranges, as noted above, other positions within the division will be reviewed for appropriate classification. If any changes are warranted and a reclassification is initiated, the individual is placed on the first step of the new range that represents a minimum 5% increase in base salary. This is consistent with the Personnel Rules & Regulations regarding salary placement upon promotion. Due to a long-term absence,

salary savings exist within the division that will sufficiently cover any classification changes and no changes will be necessary to the adopted budget.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN:**

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

**ALTERNATIVES:**

Council could direct staff to revisit the proposed assigned job responsibilities for Water Conservation Customer Service Representative or Water Conservation Specialist.

**ATTACHMENTS:**

1. Exhibit A: Red line, strike out job description for Water Conservation Customer Service Representative
2. Exhibit B: Clean Copy job description for Water Conservation Customer Service Representative
3. Exhibit C: proposed job description for Water Conservation Specialist
4. Resolution amending the City of Madera Classification Plan and setting the assigned salary ranges for the classifications
  - a. Exhibit 1: Full City of Madera Salary Schedule

## CITY OF MADERA

**FIELD-WATER CONSERVATION CUSTOMER SERVICE REPRESENTATIVE**

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

**DEFINITION:**

Under general supervision, acts as customer service representative for the water division related to water meters and water conservation for residential and commercial customers; conducts field observations regarding occupancy for utility billing purposes; ~~investigates and resolves utility service delinquencies; verifies service address occupancy and fulfills delinquency notification requirements, vacancy issues, and collections; provides customer service to residential and commercial water users;~~ provides public education and enforcement of the City's water conservation programs; receives and resolves customer inquiries concerning the delivery of services; performs service turn-on and shut-off activities; performs related duties as required.

**DISTINGUISHING CHARACTERISTICS:**

The **Field-Water Conservation Customer Service Representative** is the ~~single~~ journey level class in the ~~Revenue Services Division of the Finance Department~~ water division of the Public Works Department which is responsible for performing a variety of tasks ~~involved in field work relating to utility billing investigations and service turn-on and shut-offs~~ related to water meters and water services. Incumbents in this position perform customer service duties related to basic water ~~system meter~~ service and customer inquiries and complaints. This class is distinguished from the classification of ~~Account Clerk~~ Water System Worker I ~~by the performance of field duties in that the latter provides more technical maintenance and physical replacement of water meters.~~

**SUPERVISION RECEIVED AND EXERCISED:**

Receives general supervision from the ~~Revenue Services Manager~~ Water Meter and Conservation Supervisor. Incumbents of this class do not routinely exercise supervision.

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

- Performs customer service duties including locating covered water valves, noticing of delinquencies, service turn-ons and shut-offs, meter reads, and responds to customer concerns regarding meter usage and function.
- Responds to questions and concerns from the general public; provides information as is appropriate and resolves service complaints; responds in emergency situations as appropriate.
- Troubleshoots water meters; performs basic repairs to water meter components; operates a programmer to verify proper meter transmissions;
- Enforces the City's water conservation programs; educate members of the public on

## ~~FIELD REPRESENTATIVE~~ WATER CONSERVATION CUSTOMER SERVICE REPRESENTATIVE

Page 2

conservation program requirements and any incentive/rebate programs available to assist with water conservation;

- Issues notices of violation for water connection or water conservation violations; enters citations into City systems; monitors ongoing compliance.
- May provide assistance to other ~~office~~ staff in filing, recordkeeping, and customer service, ~~and making miscellaneous deliveries.~~
- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff, and the public.

### **WORKING CONDITIONS:**

Position requires sitting, standing, walking on level and slippery surfaces, reaching, twisting, turning, kneeling, bending, stooping, squatting, crouching, grasping and making repetitive hand movement in the performance of daily duties. The position also requires both near and far vision when working at a computer, performing service water connection duties and operating assigned equipment. The need to lift, carry and push tools and ~~concrete water main caps~~ water meter box lids, weighing 25 pounds or more is also required. Additionally, the incumbent in this outdoor position works in all weather conditions including wet, hot and cold. The nature of the work also requires the incumbent drive motorized vehicles.

### **QUALIFICATIONS:**

#### **Education and/or Experience:**

Any combination of education and experience that has provided the knowledge, skills, and abilities necessary for a **Field Water Conservation Customer Service Representative**. A typical way of obtaining the required qualifications is to possess one year of experience in an office environment working with customer service issues, and a high school diploma or equivalent.

#### **License or Certificate:**

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

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

#### **Knowledge of:**

Basic ~~accounting and record keeping~~ d-bookkeeping principles and practices; local water conservation and utility laws, codes and regulations; tactful and courteous methods of dealing with the public; occupational hazards and standard safety precautions necessary in the work place; modern office methods, procedures and practices; City geography and the municipal street system.

#### **Ability to:**



~~FIELD REPRESENTATIVE~~ WATER CONSERVATION CUSTOMER SERVICE  
REPRESENTATIVE

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Utilize computerized meter reading, meter programming, billing and financial records systems as they relate to assigned responsibilities; maintain accurate and up-to-date records; communicate clearly and concisely, both orally and in writing; understand and carry out oral and written instructions; respond to public inquiries, requests for service, and complaints in a tactful, courteous manner; independently work in the field performing utility service duties; establish and maintain effective working relationships.

**Skill to:**

Operate an office computer and a variety of word processing and software applications;  
operate electronic devices related to water meter reading.

**CITY OF MADERA****WATER CONSERVATION CUSTOMER SERVICE REPRESENTATIVE**

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

**DEFINITION:**

Under general supervision, acts as customer service representative for the water division related to water meters and water conservation for residential and commercial customers; conducts field observations regarding occupancy for utility billing purposes; provides public education and enforcement of the City's water conservation programs; receives and resolves customer inquiries concerning the delivery of services; performs service turn-on and shut-off activities; performs related duties as required.

**DISTINGUISHING CHARACTERISTICS:**

The **Water Conservation Customer Service Representative** is the journey level class in the water division of the Public Works Department which is responsible for performing a variety of tasks related to water meters and water services. Incumbents in this position perform customer service duties related to basic water meter service and customer inquiries and complaints. This class is distinguished from the classification of Water System Worker I in that the latter provides more technical maintenance and physical replacement of water meters.

**SUPERVISION RECEIVED AND EXERCISED:**

Receives general supervision from the Water Meter and Conservation Supervisor. Incumbents of this class do not routinely exercise supervision.

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

- Performs customer service duties including locating covered water valves, noticing of delinquencies, service turn-ons and shut-offs, meter reads, and responds to customer concerns regarding meter usage and function.
- Responds to questions and concerns from the general public; provides information as is appropriate and resolves service complaints; responds in emergency situations as appropriate.
- Troubleshoots water meters; performs basic repairs to water meter components; operates a programmer to verify proper meter transmissions;
- Enforces the City's water conservation programs; educate members of the public on conservation program requirements and any incentive/rebate programs available to assist with water conservation;
- Issues notices of violation for water connection or water conservation violations; enters citations

## WATER CONSERVATION CUSTOMER SERVICE REPRESENTATIVE

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into City systems; monitors ongoing compliance.

- May provide assistance to other staff in filing, recordkeeping, and customer service.
- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff, and the public.

**WORKING CONDITIONS:**

Position requires sitting, standing, walking on level and slippery surfaces, reaching, twisting, turning, kneeling, bending, stooping, squatting, crouching, grasping and making repetitive hand movement in the performance of daily duties. The position also requires both near and far vision when working at a computer, performing service water connection duties and operating assigned equipment. The need to lift, carry and push tools and water meter box lids, weighing 25 pounds or more is also required. Additionally, the incumbent in this outdoor position works in all weather conditions including wet, hot and cold. The nature of the work also requires the incumbent drive motorized vehicles.

**QUALIFICATIONS:****Education and/or Experience:**

Any combination of education and experience that has provided the knowledge, skills, and abilities necessary for a **Water Conservation Customer Service Representative**. A typical way of obtaining the required qualifications is to possess one year of experience in an office environment working with customer service issues, and a high school diploma or equivalent.

**License or Certificate:**

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

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

**Knowledge of:**

Basic record keeping principles and practices; local water conservation and utility laws, codes and regulations; tactful and courteous methods of dealing with the public; occupational hazards and standard safety precautions necessary in the work place; modern office methods, procedures and practices; City geography and the municipal street system.

**Ability to:**

Utilize computerized meter reading, meter programming, billing and financial records systems as they relate to assigned responsibilities; maintain accurate and up-to-date records; communicate clearly and concisely, both orally and in writing; understand and carry out oral and written instructions; respond to public inquiries, requests for service, and complaints in a tactful, courteous manner; independently work in the field performing

WATER CONSERVATION CUSTOMER SERVICE REPRESENTATIVE

Page 3

utility service duties; establish and maintain effective working relationships.

**Skill to:**

Operate an office computer and a variety of word processing and software applications;  
operate electronic devices related to water meter reading

**CITY OF MADERA**  
**WATER CONSERVATION SPECIALIST**

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

**DEFINITION:**

Under general supervision, acts as customer service representative for the water division related to water meters, water conservation programs, and watering regulation compliance; provides public education and outreach regarding the City's water conservation programs; receives and resolves customer inquiries concerning the delivery of services; investigates citation appeals; administers the appeal process for citations; performs related duties as required.

**DISTINGUISHING CHARACTERISTICS:**

The **Water Conservation Specialist** is the advanced journey level class in the water division of the Public Works Department which is responsible for performing a variety of responsibilities related to water conservation and water services. Incumbents in this position perform customer service duties related to water system service and customer inquiries and complaints. This class is distinguished from the classification of Water Conservation Customer Service Representative in that the latter performs meter troubleshooting and service start/stop duties.

**SUPERVISION RECEIVED AND EXERCISED:**

Receives general supervision from the Water Meter and Conservation Supervisor. Incumbents of this class do not routinely exercise supervision but may provide lead direction to lower level staff in the Water Division of Public Works.

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

- Performs customer service duties including receipt of complaints regarding watering regulation compliance and customer inquiries on citations received.
- Responds to questions and concerns from the general public; provides information as is appropriate and resolves service complaints; performs proactive education and enforcement of the City's water conservation program; attends public outreach events to represent the City and explain water conservation programs.
- Proactively enforces the City's water conservation programs; educates members of the public on conservation program requirements and any incentive/rebate programs available to assist with water conservation; provides notices of violation or maintenance citations; enters citations into City systems.
- For all citations issued by the Water Conservation division, ensures utility account customer information applicable to citation is correct; inputs citation information into City systems including appropriate documentation; generates citations from City systems and distributes to appropriate

## WATER CONSERVATION SPECIALIST

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parties.

- Performs field investigation when citations are questioned by citizens or when violations are observed during self-initiated activity; helps resolve maintenance issues, violations, and/or appeals at the lowest level.
- Prepares information packets for Administrative Hearing Officer; represents the City in appeal hearings.
- Provides assistance to other office staff in filing, recordkeeping, and customer service.
- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff, and the public.

**WORKING CONDITIONS:**

Position requires sitting, standing, walking on level and slippery surfaces, reaching, twisting, turning, kneeling, bending, stooping, squatting, crouching, grasping and making repetitive hand movement in the performance of daily duties. The position also requires both near and far vision when working at a computer, performing service water connection duties and operating assigned equipment. The need to lift and, carry files and promotional items weighing 15 pounds or more is also required. Additionally, the incumbent in this outdoor position works in all weather conditions including wet, hot and cold. The nature of the work also requires the incumbent drive motorized vehicles.

**QUALIFICATIONS:****Education and/or Experience:**

Any combination of education and experience that has provided the knowledge, skills, and abilities necessary for a **Water Conservation Specialist**. A typical way of obtaining the required qualifications is to possess one year of experience in an office environment working with customer service issues and the interpretation and application of regulations, and a high school diploma or equivalent.

**License or Certificate:**

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

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

**Knowledge of:**

Basic recordkeeping principles and practices; local, State and Federal water conservation and utility laws, codes and regulations; tactful and courteous methods of dealing with the public; occupational hazards and standard safety precautions necessary in the work place; modern office methods, procedures and practices; City geography and the municipal street system.

## WATER CONSERVATION SPECIALIST

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**Ability to:**

Utilize computerized financial records systems as they relate to assigned responsibilities; maintain accurate and up-to-date records; communicate clearly and concisely, both orally and in writing; understand and carry out oral and written instructions; respond to public inquiries, requests for service, and complaints in a tactful, courteous manner; independently work in the field performing assigned duties; establish and maintain effective working relationships.

**Skill to:**

Operate an office computer and a variety of word processing and software applications.

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING THE CITY OF MADERA CLASSIFICATION PLAN BY REPLACING FIELD REPRESENTATIVE WITH WATER CONSERVATION CUSTOMER SERVICE REPRESENTATIVE, ADDING WATER CONSERVATION SPECIALIST TO THE CLASSIFICATION PLAN, AND SETTING THE ASSIGNED SALARY RANGES FOR THE CLASSIFICATIONS**

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

**SECTION 1.** The Employee Classification Plan adopted by Resolution No. 00-13 is hereby amended effective December 18, 2019 by the replacement of the Field Representative classification with the Water Conservation Customer Service Representative classification and the addition of the Water Conservation Specialist classification. The job descriptions for these classifications are on file with the Office of the City Clerk and referred to for more particulars.

**SECTION 2.** Effective December 18, 2019, the Water Conservation Customer Service Representative and Water Conservation Specialist classifications are hereby assigned to City of Madera Salary Schedule M as follows. A complete City of Madera Salary Schedule is attached as Exhibit 1.

| Job Title                                          | Range | Bi-Weekly Pay Rate |            |            |            |            |            |
|----------------------------------------------------|-------|--------------------|------------|------------|------------|------------|------------|
|                                                    |       | A                  | B          | C          | D          | E          | F          |
| Water Conservation Customer Service Representative | 260   | \$1,225.62         | \$1,286.56 | \$1,350.98 | \$1,418.41 | \$1,489.33 | \$1,563.74 |
| Water Conservation Specialist                      | 283   | \$1,374.46         | \$1,442.88 | \$1,515.30 | \$1,591.21 | \$1,670.62 | \$1,754.03 |

**SECTION 3.** This resolution is effective immediately upon adoption.

\* \* \* \* \*



# City of Madera Salary Schedule

Exhibit 1

| Job Title                                    | B/U  | Range | Bi-Weekly Pay Rate |            |            |            |            |            |
|----------------------------------------------|------|-------|--------------------|------------|------------|------------|------------|------------|
|                                              |      |       | A                  | B          | C          | D          | E          | F          |
| Accountant (Junior)                          | GBU  | 282   | \$1,367.46         | \$1,435.89 | \$1,507.81 | \$1,583.22 | \$1,662.13 | \$1,745.54 |
| Accountant I                                 | MM   | 322   | \$1,669.62         | \$1,753.03 | \$1,840.43 | \$1,932.33 | \$2,029.22 | \$2,130.61 |
| Accountant II                                | MM   | 362   | \$2,038.21         | \$2,140.10 | \$2,246.98 | \$2,359.35 | \$2,477.22 | \$2,601.08 |
| Accounting Technician I                      | GBU  | 240   | \$1,109.25         | \$1,164.69 | \$1,222.63 | \$1,284.06 | \$1,347.99 | \$1,415.41 |
| Accounting Technician II                     | GBU  | 260   | \$1,225.62         | \$1,286.56 | \$1,350.98 | \$1,418.41 | \$1,489.33 | \$1,563.74 |
| Accounting Technician III                    | GBU  | 280   | \$1,353.98         | \$1,421.40 | \$1,492.82 | \$1,567.24 | \$1,645.65 | \$1,728.06 |
| Administrative Analyst I                     | MM   | 358   | \$1,997.76         | \$2,097.64 | \$2,202.53 | \$2,312.90 | \$2,428.27 | \$2,549.64 |
| Administrative Analyst II                    | MM   | 386   | \$2,297.42         | \$2,412.29 | \$2,532.66 | \$2,659.51 | \$2,792.36 | \$2,931.71 |
| Administrative Assistant                     | GBU  | 299   | \$1,488.33         | \$1,562.74 | \$1,641.16 | \$1,723.06 | \$1,809.47 | \$1,899.87 |
| Administrative Secretary                     | GBU  | 275   | \$1,320.52         | \$1,386.44 | \$1,455.86 | \$1,528.78 | \$1,605.20 | \$1,685.61 |
| Airport Maintenance Worker I                 | GBU  | 254   | \$1,189.16         | \$1,248.60 | \$1,311.03 | \$1,376.95 | \$1,445.38 | \$1,517.80 |
| Airport Maintenance Worker II                | GBU  | 274   | \$1,314.02         | \$1,379.95 | \$1,448.87 | \$1,521.29 | \$1,597.21 | \$1,677.12 |
| Airport Maintenance Worker III               | GBU  | 281   | \$1,360.47         | \$1,428.90 | \$1,500.31 | \$1,575.23 | \$1,654.14 | \$1,736.55 |
| Animal Control Officer                       | GBU  | 290   | \$1,423.40         | \$1,494.32 | \$1,569.24 | \$1,647.65 | \$1,730.06 | \$1,816.46 |
| Assistant Engineer                           | MM   | 377   | \$2,196.53         | \$2,306.41 | \$2,421.28 | \$2,542.64 | \$2,669.50 | \$2,803.35 |
| Assistant Planner                            | GBU  | 352   | \$1,938.82         | \$2,035.71 | \$2,137.60 | \$2,244.48 | \$2,356.85 | \$2,474.72 |
| Associate Civil Engineer                     | MM   | 397   | \$2,426.77         | \$2,548.14 | \$2,675.50 | \$2,809.34 | \$2,949.69 | \$3,097.02 |
| Associate Planner                            | MM   | 368   | \$2,100.14         | \$2,205.02 | \$2,315.40 | \$2,430.77 | \$2,552.63 | \$2,679.99 |
| Building Permit Technician                   | GBU  | 288   | \$1,408.92         | \$1,479.34 | \$1,553.26 | \$1,631.17 | \$1,712.58 | \$1,798.48 |
| Chief Building Official                      | M    | 464   | \$3,323.23         | \$3,489.22 | \$3,663.53 | \$3,847.15 | \$4,039.09 | \$4,241.31 |
| City Attorney                                | EXE  | 568   | \$5,582.46         | \$5,861.55 | \$6,154.36 | \$6,462.35 | \$6,785.52 | \$7,124.84 |
| City Clerk                                   | EXE  | 419   | \$2,654.86         | \$2,788.05 | \$2,927.10 | \$3,073.51 | \$3,227.26 | \$3,388.84 |
| City Engineer                                | M    | 508   | \$4,138.49         | \$4,345.61 | \$4,563.01 | \$4,791.19 | \$5,030.62 | \$5,281.81 |
| City Manager                                 | EXE  | 587   | \$6,137.22         | \$6,444.23 | \$6,766.42 | \$7,104.77 | \$7,459.76 | \$7,832.87 |
| Combination Building Inspector               | GBU  | 348   | \$1,900.37         | \$1,995.76 | \$2,095.15 | \$2,200.03 | \$2,310.41 | \$2,425.78 |
| Communications Manager                       | M    | 456   | \$3,192.98         | \$3,352.61 | \$3,520.56 | \$3,696.34 | \$3,881.43 | \$4,075.32 |
| Communications Specialist                    | MM   | 358   | \$1,997.76         | \$2,097.64 | \$2,202.53 | \$2,312.90 | \$2,428.27 | \$2,549.64 |
| Computer Technician                          | GBU  | 344   | \$1,862.91         | \$1,956.30 | \$2,054.19 | \$2,156.58 | \$2,264.46 | \$2,377.83 |
| Construction Inspector I                     | GBU  | 322   | \$1,669.62         | \$1,753.03 | \$1,840.43 | \$1,932.33 | \$2,029.22 | \$2,130.61 |
| Construction Inspector II                    | GBU  | 342   | \$1,844.43         | \$1,936.82 | \$2,033.72 | \$2,135.10 | \$2,241.98 | \$2,354.36 |
| Crime Analysis Technician                    | MPOA | 306   | \$1,511.05         | \$1,586.94 | \$1,666.27 | \$1,749.51 | \$1,836.66 | \$1,928.72 |
| Deputy City Clerk                            | GBU  | 311   | \$1,580.23         | \$1,659.14 | \$1,742.04 | \$1,829.45 | \$1,920.84 | \$2,016.73 |
| Deputy City Engineer                         | MM   | 463   | \$3,372.71         | \$3,541.52 | \$3,718.32 | \$3,904.61 | \$4,099.40 | \$4,304.67 |
| Director of Community Development            | M    | 568   | \$5,582.46         | \$5,861.55 | \$6,154.36 | \$6,462.35 | \$6,785.52 | \$7,124.84 |
| Director of Financial Services               | M    | 525   | \$4,504.74         | \$4,729.98 | \$4,966.48 | \$5,214.73 | \$5,475.71 | \$5,749.43 |
| Director of Human Resources                  | M    | 513   | \$4,243.27         | \$4,455.29 | \$4,678.08 | \$4,912.13 | \$5,157.44 | \$5,415.49 |
| Director of Parks & Community Services       | M    | 509   | \$4,159.54         | \$4,367.15 | \$4,585.54 | \$4,814.69 | \$5,055.60 | \$5,308.25 |
| Electrical and Facilities Operations Manager | MM   | 421   | \$2,735.43         | \$2,872.27 | \$3,015.61 | \$3,166.44 | \$3,324.77 | \$3,491.08 |
| Electrician II                               | GBU  | 361   | \$2,027.72         | \$2,129.11 | \$2,235.99 | \$2,347.36 | \$2,464.73 | \$2,588.09 |
| Electrician III                              | GBU  | 381   | \$2,240.48         | \$2,352.86 | \$2,477.72 | \$2,593.59 | \$2,723.44 | \$2,859.79 |
| Engineering Project Manager                  | MM   | 419   | \$2,707.96         | \$2,843.81 | \$2,985.65 | \$3,134.98 | \$3,291.80 | \$3,456.62 |

# City of Madera Salary Schedule

Exhibit 1

| Job Title                                  | B/U  | Range | Bi-Weekly Pay Rate |            |            |            |            |            |
|--------------------------------------------|------|-------|--------------------|------------|------------|------------|------------|------------|
|                                            |      |       | A                  | B          | C          | D          | E          | F          |
| Engineering Technician I                   | GBU  | 302   | \$1,510.80         | \$1,586.72 | \$1,665.63 | \$1,749.04 | \$1,836.44 | \$1,928.33 |
| Engineering Technician II                  | GBU  | 322   | \$1,669.62         | \$1,753.03 | \$1,840.43 | \$1,932.33 | \$2,029.22 | \$2,130.61 |
| Engineering Technician III                 | GBU  | 350   | \$1,919.84         | \$2,015.74 | \$2,116.62 | \$2,222.00 | \$2,333.38 | \$2,449.75 |
| Executive Secretary                        | MM   | 330   | \$1,737.55         | \$1,824.45 | \$1,915.35 | \$2,011.24 | \$2,111.63 | \$2,217.51 |
| Executive Secretary to City Administrator  | MM   | 330   | \$1,737.55         | \$1,824.45 | \$1,915.35 | \$2,011.24 | \$2,111.63 | \$2,217.51 |
| Executive Secretary to the Chief of Police | LEMM | 330   | \$1,703.48         | \$1,788.68 | \$1,877.79 | \$1,971.81 | \$2,070.22 | \$2,174.03 |
| Facilities Maintenance Technician          | GBU  | 289   | \$1,415.91         | \$1,486.83 | \$1,561.25 | \$1,639.16 | \$1,721.07 | \$1,807.47 |
| Facility Aide                              | GBU  | 201   | \$912.97           | \$958.42   | \$1,006.37 | \$1,056.81 | \$1,109.75 | \$1,165.19 |
| Financial Services Manager                 | MM   | 446   | \$3,098.52         | \$3,253.35 | \$3,416.16 | \$3,586.97 | \$3,766.27 | \$3,954.56 |
| Fleet Operations Manager                   | MM   | 404   | \$2,513.18         | \$2,638.54 | \$2,770.39 | \$2,909.23 | \$3,054.57 | \$3,207.40 |
| Grant Administrator                        | M    | 476   | \$3,527.90         | \$3,704.66 | \$3,889.75 | \$4,084.14 | \$4,288.32 | \$4,502.79 |
| Grant Analyst                              | MM   | 358   | \$1,997.76         | \$2,097.64 | \$2,202.53 | \$2,312.90 | \$2,428.27 | \$2,549.64 |
| Grants Specialist                          | GBU  | 299   | \$1,488.33         | \$1,562.74 | \$1,641.16 | \$1,723.06 | \$1,809.47 | \$1,899.87 |
| Human Resources Technician                 | MM   | 290   | \$1,423.40         | \$1,494.32 | \$1,569.24 | \$1,647.65 | \$1,730.06 | \$1,816.46 |
| Human Resources Technician II              | MM   | 310   | \$1,572.23         | \$1,651.15 | \$1,733.55 | \$1,820.46 | \$1,911.35 | \$2,006.75 |
| Industrial Electrical Technician           | GBU  | 381   | \$2,240.48         | \$2,352.86 | \$2,477.72 | \$2,593.59 | \$2,723.44 | \$2,859.79 |
| Information Services Manager               | M    | 474   | \$3,493.14         | \$3,667.94 | \$3,851.07 | \$4,043.50 | \$4,245.72 | \$4,458.23 |
| Legal Assistant                            | MM   | 330   | \$1,737.55         | \$1,824.45 | \$1,915.35 | \$2,011.24 | \$2,111.63 | \$2,217.51 |
| Maintenance Technician                     | GBU  | 283   | \$1,374.46         | \$1,442.88 | \$1,515.30 | \$1,591.21 | \$1,670.62 | \$1,754.03 |
| Mechanic I                                 | GBU  | 286   | \$1,394.93         | \$1,464.85 | \$1,538.27 | \$1,615.19 | \$1,695.60 | \$1,780.50 |
| Mechanic II                                | GBU  | 301   | \$1,503.31         | \$1,578.73 | \$1,657.64 | \$1,740.55 | \$1,827.45 | \$1,918.84 |
| Mechanic III                               | GBU  | 321   | \$1,661.13         | \$1,744.04 | \$1,831.44 | \$1,922.84 | \$2,019.23 | \$2,120.12 |
| Neighborhood Outreach Assistant            | GBU  | 276   | \$1,327.01         | \$1,393.43 | \$1,463.36 | \$1,536.27 | \$1,613.19 | \$1,694.10 |
| Neighborhood Outreach Coordinator          | GBU  | 306   | \$1,541.27         | \$1,618.68 | \$1,699.59 | \$1,784.50 | \$1,873.40 | \$1,967.29 |
| Neighborhood Preservation Specialist I     | GBU  | 310   | \$1,572.23         | \$1,651.15 | \$1,733.55 | \$1,820.46 | \$1,911.35 | \$2,006.75 |
| Neighborhood Preservation Specialist II    | GBU  | 330   | \$1,737.55         | \$1,824.45 | \$1,915.35 | \$2,011.24 | \$2,111.63 | \$2,217.51 |
| Neighborhood Preservation Specialist III   | GBU  | 350   | \$1,919.84         | \$2,015.74 | \$2,116.62 | \$2,222.00 | \$2,333.38 | \$2,449.75 |
| Neighborhood Preservation Supervisor       | MM   | 380   | \$2,229.50         | \$2,340.87 | \$2,457.74 | \$2,581.10 | \$2,709.96 | \$2,845.30 |
| Network Administrator                      | MM   | 389   | \$2,331.88         | \$2,448.25 | \$2,570.61 | \$2,699.47 | \$2,834.32 | \$2,976.16 |
| Office Assistant I                         | GBU  | 213   | \$969.41           | \$1,017.86 | \$1,068.80 | \$1,122.24 | \$1,178.18 | \$1,237.11 |
| Office Assistant II                        | GBU  | 233   | \$1,070.80         | \$1,124.74 | \$1,180.67 | \$1,239.61 | \$1,302.04 | \$1,366.96 |
| Paralegal Office Administrator             | MM   | 372   | \$2,142.09         | \$2,249.47 | \$2,361.85 | \$2,479.71 | \$2,604.08 | \$2,733.93 |
| Park Planning Manager                      | MM   | 426   | \$2,804.35         | \$2,944.69 | \$3,092.03 | \$3,246.35 | \$3,408.67 | \$3,578.98 |
| Parks Leadworker                           | GBU  | 308   | \$1,556.75         | \$1,634.66 | \$1,716.57 | \$1,802.48 | \$1,892.37 | \$1,986.77 |
| Parks Supervisor                           | MM   | 335   | \$1,781.50         | \$1,870.40 | \$1,963.79 | \$2,062.18 | \$2,165.07 | \$2,273.45 |
| Parks Worker I                             | GBU  | 248   | \$1,154.20         | \$1,212.14 | \$1,272.57 | \$1,336.00 | \$1,402.92 | \$1,472.85 |
| Parks Worker II                            | GBU  | 268   | \$1,275.07         | \$1,339.00 | \$1,405.92 | \$1,476.34 | \$1,550.26 | \$1,627.67 |
| Parks Worker III                           | GBU  | 288   | \$1,408.92         | \$1,479.34 | \$1,553.26 | \$1,631.17 | \$1,712.58 | \$1,798.48 |
| Payroll Specialist                         | GBU  | 316   | \$1,620.18         | \$1,701.09 | \$1,786.49 | \$1,875.39 | \$1,969.29 | \$2,067.68 |
| Planning Manager                           | M    | 476   | \$3,527.90         | \$3,704.66 | \$3,889.75 | \$4,084.14 | \$4,288.32 | \$4,502.79 |
| Plans Examiner                             | GBU  | 360   | \$2,017.73         | \$2,118.62 | \$2,224.50 | \$2,335.88 | \$2,452.75 | \$2,575.11 |

# City of Madera Salary Schedule

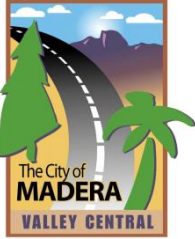
Exhibit 1

| Job Title                                  | B/U  | Range | Bi-Weekly Pay Rate |            |            |            |            |            |
|--------------------------------------------|------|-------|--------------------|------------|------------|------------|------------|------------|
|                                            |      |       | A                  | B          | C          | D          | E          | F          |
| Police Auxiliary Services Supervisor       | LEMM | 350   | \$1,882.20         | \$1,976.21 | \$2,075.12 | \$2,178.44 | \$2,287.63 | \$2,401.71 |
| Police Chief                               | M    | 554   | \$5,205.92         | \$5,466.41 | \$5,739.63 | \$6,026.56 | \$6,327.70 | \$6,644.01 |
| Police Commander                           | LEMM | 504   | \$4,056.72         | \$4,259.92 | \$4,472.92 | \$4,696.20 | \$4,931.23 | \$5,177.52 |
| Police Corporal                            | MPOA | 383   | \$2,218.59         | \$2,329.74 | \$2,446.27 | \$2,568.19 | \$2,696.97 | \$2,831.62 |
| Police Lieutenant                          | LEMM | 487   | \$3,727.19         | \$3,913.25 | \$4,109.11 | \$4,314.76 | \$4,530.21 | \$4,756.91 |
| Police Office Supervisor                   | LEMM | 350   | \$1,882.20         | \$1,976.21 | \$2,075.12 | \$2,178.44 | \$2,287.63 | \$2,401.71 |
| Police Officer I                           | MPOA | 363   | \$2,008.04         | \$2,108.42 | \$2,213.69 | \$2,324.35 | \$2,440.89 | \$2,562.81 |
| Police Officer II                          | MPOA | 373   | \$2,110.86         | \$2,216.14 | \$2,327.29 | \$2,443.33 | \$2,565.75 | \$2,694.03 |
| Police Officer Trainee                     | MPOA | 333   | \$1,728.94         | \$1,815.61 | \$1,906.19 | \$2,001.67 | \$2,101.56 | \$2,206.84 |
| Police Sergeant                            | MPOA | 426   | \$2,749.36         | \$2,886.95 | \$3,031.40 | \$3,182.70 | \$3,341.84 | \$3,508.80 |
| Procurement Services Manager               | MM   | 358   | \$1,997.76         | \$2,097.64 | \$2,202.53 | \$2,312.90 | \$2,428.27 | \$2,549.64 |
| Program Manager-Grants                     | MM   | 366   | \$2,079.16         | \$2,183.05 | \$2,292.43 | \$2,406.80 | \$2,527.16 | \$2,653.52 |
| Property & Evidence Officer                | MPOA | 296   | \$1,437.60         | \$1,509.58 | \$1,584.98 | \$1,664.31 | \$1,747.55 | \$1,834.70 |
| Public Safety Dispatcher                   | MPOA | 294   | \$1,423.40         | \$1,494.40 | \$1,569.32 | \$1,647.66 | \$1,729.92 | \$1,816.59 |
| Public Works Maintenance Lead Worker       | GBU  | 305   | \$1,533.78         | \$1,610.19 | \$1,691.10 | \$1,775.51 | \$1,864.41 | \$1,957.30 |
| Public Works Maintenance Worker I          | GBU  | 254   | \$1,189.16         | \$1,248.60 | \$1,311.03 | \$1,376.95 | \$1,445.38 | \$1,517.80 |
| Public Works Maintenance Worker II         | GBU  | 274   | \$1,314.02         | \$1,379.95 | \$1,448.87 | \$1,521.29 | \$1,597.21 | \$1,677.12 |
| Public Works Maintenance Worker III        | GBU  | 281   | \$1,360.47         | \$1,428.90 | \$1,500.31 | \$1,575.23 | \$1,654.14 | \$1,736.55 |
| Public Works Maintenance Worker IV         | GBU  | 285   | \$1,387.94         | \$1,457.36 | \$1,530.28 | \$1,606.70 | \$1,687.11 | \$1,771.51 |
| Public Works Operations Director           | M    | 508   | \$4,138.49         | \$4,345.61 | \$4,563.01 | \$4,791.19 | \$5,030.62 | \$5,281.81 |
| Purchasing Assistant                       | GBU  | 280   | \$1,353.98         | \$1,421.40 | \$1,492.82 | \$1,567.24 | \$1,645.65 | \$1,728.06 |
| RDA Executive Director                     | EXE  |       |                    |            |            |            |            | \$6,827.14 |
| Records Clerk                              | MPOA | 270   | \$1,262.80         | \$1,325.96 | \$1,392.06 | \$1,462.08 | \$1,535.04 | \$1,611.92 |
| Recreation/Community Programs Coordinator  | GBU  | 313   | \$1,596.21         | \$1,676.12 | \$1,759.52 | \$1,847.92 | \$1,940.32 | \$2,037.21 |
| Recreation/Community Programs Manager      | MM   | 390   | \$2,343.37         | \$2,460.74 | \$2,583.60 | \$2,712.95 | \$2,848.30 | \$2,991.14 |
| Recreation/Community Programs Supervisor   | MM   | 353   | \$1,948.81         | \$2,046.20 | \$2,148.09 | \$2,255.47 | \$2,368.34 | \$2,486.71 |
| Redevelopment Agency Secretary             | MM   | 342   | \$1,844.43         | \$1,936.82 | \$2,033.72 | \$2,135.10 | \$2,241.98 | \$2,354.36 |
| Redevelopment Manager                      | MM   | 427   | \$2,818.33         | \$2,959.18 | \$3,107.51 | \$3,262.84 | \$3,425.65 | \$3,596.96 |
| Safety Officer                             | MM   | 358   | \$1,997.76         | \$2,097.64 | \$2,202.53 | \$2,312.90 | \$2,428.27 | \$2,549.64 |
| Secretary                                  | GBU  | 253   | \$1,183.17         | \$1,242.60 | \$1,304.53 | \$1,369.96 | \$1,438.38 | \$1,510.30 |
| Senior Civil Engineer                      | MM   | 427   | \$2,818.33         | \$2,959.18 | \$3,107.51 | \$3,262.84 | \$3,425.65 | \$3,596.96 |
| Senior Nutrition Program Monitor           | GBU  | 233   | \$1,070.80         | \$1,124.74 | \$1,180.67 | \$1,239.61 | \$1,302.04 | \$1,366.96 |
| Senior Planner                             | MM   | 429   | \$2,846.80         | \$2,989.14 | \$3,138.48 | \$3,295.30 | \$3,460.11 | \$3,632.92 |
| Solid Waste Manager                        | MM   | 353   | \$1,948.81         | \$2,046.20 | \$2,148.09 | \$2,255.47 | \$2,368.34 | \$2,486.71 |
| Solid Waste/Recycling Assistant            | GBU  | 283   | \$1,374.46         | \$1,442.88 | \$1,515.30 | \$1,591.21 | \$1,670.62 | \$1,754.03 |
| Solid Waste/Recycling Coordinator          | GBU  | 313   | \$1,596.21         | \$1,676.12 | \$1,759.52 | \$1,847.92 | \$1,940.32 | \$2,037.21 |
| Streets & Storm Drainage Ops. Manager      | MM   | 385   | \$2,285.93         | \$2,399.80 | \$2,520.17 | \$2,646.03 | \$2,778.38 | \$2,917.22 |
| Streets & Storm Drainage Supervisor        | MM   | 340   | \$1,826.45         | \$1,917.35 | \$2,013.24 | \$2,114.13 | \$2,220.01 | \$2,330.88 |
| Tyler Munis Implementation Project Manager | MM   | 408   | \$2,563.62         | \$2,691.98 | \$2,826.33 | \$2,967.67 | \$3,116.00 | \$3,271.83 |
| Utility Billing Supervisor                 | MM   | 334   | \$1,772.51         | \$1,860.91 | \$1,954.31 | \$2,051.70 | \$2,154.58 | \$2,261.96 |
| Waste Water Treatment Plant Manager        | MM   | 459   | \$3,306.29         | \$3,471.60 | \$3,644.91 | \$3,827.20 | \$4,018.49 | \$4,219.76 |

# City of Madera Salary Schedule

Exhibit 1

| Job Title                                            | B/U | Range | Bi-Weekly Pay Rate |            |            |            |            |            |
|------------------------------------------------------|-----|-------|--------------------|------------|------------|------------|------------|------------|
|                                                      |     |       | A                  | B          | C          | D          | E          | F          |
| Wastewater Collection System Supervisor              | MM  | 346   | \$1,881.89         | \$1,975.78 | \$2,074.67 | \$2,178.55 | \$2,287.43 | \$2,401.80 |
| Water & Sewer Operations Manager                     | MM  | 423   | \$2,762.90         | \$2,900.74 | \$3,046.08 | \$3,198.41 | \$3,358.23 | \$3,526.04 |
| Water Conservation Customer Service Representative   | GBU | 260   | \$1,225.62         | \$1,286.56 | \$1,350.98 | \$1,418.41 | \$1,489.33 | \$1,563.74 |
| Water Conservation Specialist                        | GBU | 283   | \$1,374.46         | \$1,442.88 | \$1,515.30 | \$1,591.21 | \$1,670.62 | \$1,754.03 |
| Water Meter & Conservation Supervisor                | MM  | 340   | \$1,826.45         | \$1,917.35 | \$2,013.24 | \$2,114.13 | \$2,220.01 | \$2,330.88 |
| Water Quality Specialist I                           | GBU | 283   | \$1,374.46         | \$1,442.88 | \$1,515.30 | \$1,591.21 | \$1,670.62 | \$1,754.03 |
| Water Quality Specialist II                          | GBU | 305   | \$1,533.78         | \$1,610.19 | \$1,691.10 | \$1,775.51 | \$1,864.41 | \$1,957.30 |
| Water Quality Specialist III                         | GBU | 325   | \$1,694.60         | \$1,779.50 | \$1,868.40 | \$1,961.80 | \$2,059.69 | \$2,162.57 |
| Water Quality Specialist In Training                 | GBU | 262   | \$1,237.61         | \$1,299.54 | \$1,364.47 | \$1,432.89 | \$1,504.31 | \$1,579.73 |
| Water System Lead Worker                             | GBU | 335   | \$1,781.50         | \$1,870.40 | \$1,963.79 | \$2,062.18 | \$2,165.07 | \$2,273.45 |
| Water System Supervisor                              | MM  | 365   | \$2,068.68         | \$2,172.06 | \$2,280.94 | \$2,394.81 | \$2,514.68 | \$2,640.53 |
| Water System Technician                              | GBU | 344   | \$1,862.91         | \$1,956.30 | \$2,054.19 | \$2,156.58 | \$2,264.46 | \$2,377.83 |
| Water System Worker I                                | GBU | 272   | \$1,301.04         | \$1,365.97 | \$1,434.39 | \$1,505.81 | \$1,581.22 | \$1,660.63 |
| Water System Worker II                               | GBU | 311   | \$1,580.23         | \$1,659.14 | \$1,742.04 | \$1,829.45 | \$1,920.84 | \$2,016.73 |
| Water System Worker III                              | GBU | 315   | \$1,612.19         | \$1,692.60 | \$1,777.50 | \$1,866.40 | \$1,959.80 | \$2,057.69 |
| WW Lab Analyst/Environmental Compliance Inspector I  | GBU | 345   | \$1,872.40         | \$1,965.79 | \$2,064.18 | \$2,167.57 | \$2,275.94 | \$2,389.82 |
| WW Lab Analyst/Environmental Compliance Inspector II | GBU | 365   | \$2,068.68         | \$2,172.06 | \$2,280.94 | \$2,394.81 | \$2,514.68 | \$2,640.53 |
| WWTP Lead Operator                                   | GBU | 383   | \$2,262.96         | \$2,376.33 | \$2,495.20 | \$2,619.56 | \$2,750.91 | \$2,888.26 |
| WWTP Mechanic                                        | GBU | 375   | \$2,174.56         | \$2,283.44 | \$2,397.31 | \$2,517.17 | \$2,643.03 | \$2,775.38 |
| WWTP Operator I                                      | GBU | 322   | \$1,669.62         | \$1,753.03 | \$1,840.43 | \$1,932.33 | \$2,029.22 | \$2,130.61 |
| WWTP Operator II                                     | GBU | 344   | \$1,862.91         | \$1,956.30 | \$2,054.19 | \$2,156.58 | \$2,264.46 | \$2,377.83 |
| WWTP Operator III                                    | GBU | 364   | \$2,058.69         | \$2,161.57 | \$2,269.45 | \$2,382.82 | \$2,502.19 | \$2,627.05 |
| WWTP Operator In Training                            | GBU | 301   | \$1,503.31         | \$1,578.73 | \$1,657.64 | \$1,740.55 | \$1,827.45 | \$1,918.84 |



## REPORT TO CITY COUNCIL

**Approved by:**

  
Keith Helmuth, P.E. Department Director

  
Arnaldo Rodriguez, City Manager

**Council Meeting of:** December 18, 2019

**Agenda Number:** B-3

**SUBJECT:**

Actions Relating to Final Map for Bellava and Berk Subdivision (Tract No. 18-S-01)

- 1) Consideration of a Resolution of the City of Madera Approving the Final Map for Bellava and Berk Subdivision (Tract No. 18-S-01) and Improvement Agreement (Agreement) and Authorizing the Mayor to Execute the Agreement on Behalf of the City
- 2) Consideration of a Resolution of the City of Madera Approving Annexation of the Bellava and Berk Subdivision (Tract No. 18-S-01) into Zone of Benefit 20A; Confirming the Diagram and Assessments for City Wide Landscape and Lighting Assessment District Zone of Benefit 20A For Fiscal Year (FY) 2020/2021; And Authorizing the City Clerk to File the Diagram and Assessment with the Madera County Auditor (Report by Keith Helmuth)

**RECOMMENDATION:**

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

Resolution No. 19-\_\_\_\_\_ which provides:

- a. Approving the Final Map for the Bellava and Berk Subdivision.
- b. Approving Agreement for the Construction of Improvements for the Bellava and Berk Subdivision (Tract No. 18-S-01).
- c. Authorizing staff to record the Final Map and Agreement for the Construction of Improvements for the Bellava and Berk Subdivision (Tract No. 18-S-01).
- d. Accepting the Dedication of Land for Public Use.

Resolution No. 19-\_\_\_\_\_ which provides:

- a. Approving Annexation of Bellava and Berk Subdivision (Tract No. 18-S-01) into Landscape and Lighting Assessment District Zone of Benefit 20A of City-Wide Landscape Maintenance District; confirming the Diagram and Assessment for FY 2020/2021; 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.

**SUMMARY:**

On June 13, 2017, the City's Planning Commission approved Tentative Subdivision Map No. TSM 2017-01 for the Bellava and Berk Subdivision ("Project"). The Subdivider is now ready to proceed with development of the Project.

**DISCUSSION:**

The Final Map for Bellava and Berk Subdivision has been checked and approved by the City Engineer. The Final Map substantially complies with the approved tentative map. All taxes will be paid prior to recording of the Final Map. Bonds and insurance requirements will be provided prior to approval of this agreement or as part of an application to construct off-site improvements in advance of the approval of the Improvement Agreement.

The Subdivider, Bellava Construction, LLC, a California Limited Liability Company has signed a Landowner's Consent for annexation into Zone of Benefit 20A of City-Wide Landscape Maintenance District. Pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15268(b)(3), approval of final subdivision maps is a ministerial action and is exempt from the requirements of CEQA.

**FINANCIAL IMPACT:**

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

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN:**

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

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

**ALTERNATIVES:**

If Council does not approve the Final Map, the execution of the Agreement and the annexation of the parcels into the existing LMD zones, it would result in the inability to record the map and for the Subdivider to complete the project. Disapproval will require the Council make certain findings that specific conditions that have not been met.

**ATTACHMENTS:**

1. Resolution – Approving Final Map
  - Exhibit A – Improvement Agreement
  - Exhibit A – Legal Description
  - Exhibit B – Development Impact Fees
2. Resolution – Confirmation of the Diagram and Assessments (Zone of Benefit 20A)
  - Exhibit A – Legal Description
  - Exhibit B – Assessment Diagram (Zone 20A)

Exhibit C – Assessment Amounts

3. Covenant – LMD Zone 20A

Exhibit A – Legal Description

4. LMD Zone Map

5. Project Location Map

**Attachment 1**

Resolution  
Final Map and Agreement



**RESOLUTION NO. 19-\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,  
CALIFORNIA, APPROVING THE FINAL MAP FOR THE BELLAVA AND  
BERK SUBDIVISION (TRACT NO. 18-S-01) AND IMPROVEMENT  
AGREEMENT (AGREEMENT) AFFECTING LAND DEVELOPMENT  
AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENTS  
ON BEHALF OF THE CITY**

**WHEREAS**, Bellava Construction, LLC, a California Limited Liability Company, has offered for approval a Final Map designated as Tract No. 18-S-01; and

**WHEREAS**, the Final Map for the Bellava and Berk Subdivision, prepared by Lyle Brewer Engineering, Inc., for Bellava Construction, LLC, a California Limited Liability Company has been certified by the City Engineer that all provisions of the law and of Chapter 2 of Title 10 of the Madera Municipal Code have been complied with and that said subdivision as shown is substantially the same as it appears on the tentative map thereof heretofore approved by the Planning Commission of the City of Madera on June 13, 2017; and

**WHEREAS**, prior to the delivery of said map and prior to its recordation, the Owner and Subdivider of said subdivision shall enter into and execute an agreement between the City and said Owner and Subdivider for said subdivision which is on file in the office of the City Clerk entitled, "Improvement Agreement Bellava and Berk Subdivision (Final Map. No. 18-S-01)," (hereafter "Improvement Agreement") wherein the Subdivider, in consideration of the approval of said map by the City and the acceptance by the City of the dedication of lands for public use therein contained, shall agree to construct and complete within the time specified in said Agreement all street and other improvements required of Subdivider under the provisions of Chapter 2 of Title 10 of the Madera Municipal Code relating to regulations and standards for the subdivision of lands in the City and the preparation of maps thereof, and such street or other improvements designated or mentioned in said Agreement and/or set forth in the plans and specifications for the improvements for the Bellava and Berk Subdivision is on file in the office of the city engineer; and

**WHEREAS**, Subdivider shall, and as a condition precedent to the recordation of said Final Map, furnish to the City and file with the City Clerk a good and sufficient improvement security in a form to be approved by the City Attorney, securing the faithful performance by said Subdivider of all work and the construction of all improvements designated as required in the Improvement Agreement, and also security in form to be approved by the City Attorney securing the payment by said Subdivider of all bills for labor and materials incurred in the construction of any and all said improvements, and the doing of all other work therein agreed to be done by said Subdivider, within the time therein specified, the amount of said improvement securities to be not less than One Hundred Thirty-Seven Thousand Seven Hundred Seventy-Two Dollars (\$137,772.00); and

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

**WHEREAS**, Tract No. 18-S-01, has already been deemed to be categorically exempt under CEQA and, therefore, no further CEQA determination is required.

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

1. The above recitals are true and correct.
2. The Final Map for the Bellava and Berk Subdivision (Tract No. 18-S-01) is approved.
3. The agreement entitled "Improvement Agreement Bellava and Berk Subdivision (Final Map. No. 18-S-01)" for the construction of improvements for the Bellava and Berk Subdivision is approved and attached as Exhibit "A." A copy of the Agreement shall be kept on file in the office of the City Clerk.
4. The Mayor is authorized to execute the Agreement on behalf of the City.
5. The Staff is authorized to record the Final Map and Agreement for the construction of improvements for the Bellava and Berk Subdivision.
6. The dedication of lands for public use is accepted.
7. This resolution is effective immediately upon adoption.

\* \* \* \* \*

## **Exhibit A**

### Agreement

RECORDING REQUESTED BY:

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

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

**IMPROVEMENT AGREEMENT  
BELLAVA AND BERK SUBDIVISION  
(FINAL MAP. NO. 18-S-01)**

THIS IMPROVEMENT AGREEMENT ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, (the "Effective Date") by and between the City of Madera, a municipal corporation of the State of California, hereinafter called "City"; and Bellava Construction, LLC, a California Limited Liability Company, hereinafter called "Subdivider" or "Owner" (individually a "Party" and collectively the "Parties").

**RECITALS**

- A. Owner has filed with City a certain subdivision map of a proposed division of land known as BELLAVA AND BERK HOMES TRACT 18-S-01, recorded \_\_\_\_\_, in Book \_\_\_, Pages \_\_\_ through \_\_\_, recorded as document no. \_\_\_\_\_ Madera County records, situated in the City of Madera, County of Madera, State of California (the "Subject Property") owned by Owner, located within the corporate limits of the City, and more particularly described as set forth in Exhibit "A." A copy of said Tentative Tract Map No. 2017-01 ("Tentative Map") is on file with the City Clerk.
- B. The City has conducted the appropriate environmental review of the proposed subdivision; the Planning Commission has determined the proposed subdivision is consistent with the City's general plan in that the land use is compatible with the objectives, policies, general land uses, and programs specified in such a plan; and the Planning Commission has recommended approval of the proposed Tentative Map as conditioned.
- C. City requires as a condition precedent to the acceptance and approval of the Final Tract Map the dedications or deeds of such streets, highways, and public places for all areas delineated on said map for street and other public purposes as required under the Madera Municipal Code, this Agreement, and the Tentative Map.
- D. Owner is required to construct certain street, utility, and public improvements within

the boundaries of said Final Tract Map. Owner shall, at the Owner's own cost and expense, construct all of the improvements, mentioned, all in accordance with and to the extent and as provided in those certain plans entitled, "Improvement Plans for Bellava and Berk Homes Tract", as approved by the City Engineer and on file with the City Engineer of the City of Madera and the City of Madera Plans and Specifications, as amended. Said work shall include but shall not necessarily be limited to, all of the following: asphalt concrete paving, aggregate base, concrete curb and gutters, sidewalks, water and sewer mains, water and sewer services, storm drainage facilities, street lights, fire hydrants, gas, electric and communication lines, landscape district improvements, implementation of any and all Best Management Practices (BMP's) as outlined in the City's Storm Water Quality Management Program and Storm Water Pollution Prevention Plan on file in the office of the City Engineer, implementation of any and all BMP's to prevent the infiltration of storm water into the City's sanitary sewer collection system, and all other work, improvements or construction required by or mentioned in the above referenced plans and specifications and all appurtenances reasonably necessary to complete the aforementioned improvements. Except for streets not having direct residential access, installation of sidewalks may be deferred and constructed with residential development subsequent to the acceptance of the subdivision improvements so long as each and every house has an ADA accessible route to a collector or arterial adjacent to the subdivision prior to occupancy of any house.

- E. Reference is made hereby to (a) that certain subdivision map entitled, "Bellava and Berk Homes Tract 18-S-01", (b) improvement construction plans, (c) those certain specifications on file in the office of the City Engineer entitled, "City of Madera Standard Plans and Specifications", and (d) "Madera Irrigation District Standards", as may be applicable this project, for a more particular description of the work and improvements generally outlined in this Agreement. Said subdivision map, plans and specifications referred to in this paragraph are hereby incorporated herein and made a part of this Agreement by reference thereto.
- F. Owner desires and agrees to complete the improvements and subdivide the Subject Property through the Subdivision Map Act process.
- G. City Council approval of said Final Tract Map to divide the property and acceptance of the dedications therein offered are subject to and on the condition precedent that Owner first enter into and execute this Agreement with the City, and provide the City with such bonds, improvement securities, monies and all other things as required herein and/or as required by the City.

## **AGREEMENT**

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

### **ARTICLE I. GENERAL PROVISIONS**

#### **A. AGREEMENT**

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

#### **B. DEFINITIONS**

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

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

#### **C. DEVELOPMENT FEES**

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

place at the time of application.

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

#### D. INDEMNIFICATION

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

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

#### E. INSURANCE

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

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

#### F. NOTICE OF COMPLETION

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

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



at the time of issuance of any occupancy permits, or any stage of their development reached during the period commencing with the issuance of any occupancy permit and terminating upon the final acceptance of the tract.

G. BONDS AND OTHER SECURITY

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

1. Performance Security. Owner shall provide to City performance security in an amount no less than Ninety-One Thousand Eight Hundred Forty-Eight Dollars (\$91,848.00) which amount is equal to one hundred percent (100%) of the total estimated cost of all required work to be completed as required in this Agreement. Said performance security shall be in the form of (i) a letter of credit, from a bank insured by FDIC, (ii) a performance bond issued by a surety authorized to conduct business in the State of California, (iii) or cash. All required securities must be in a form approved by City's attorney.
2. Payment Security. Owner shall provide to City payment security in an amount no less than Forty-Five Thousand Nine Hundred Twenty-Four Dollars (\$45,924.00) which amount is equal to fifty percent (50%) of the estimated cost of all required work to secure payment to the contractor, his or her subcontractors, and persons renting equipment or furnishing labor or materials for such improvements. Said amount shall be determined by the City Engineer at the time such payment security is due when a successor in interest acquires fee simple interest in any portion of the property. Said payment security shall be in the form of (i) a letter of credit, from a bank insured by FDIC, (ii) a performance bond issued by a surety authorized to conduct business in the State of California, (iii) or cash. All required securities must be in a form approved by City's attorney.
3. Warranty Security. Owner shall remedy any defective work, labor or materials related to the Improvements, and shall pay City for any damage to the Improvements resulting therefrom, which occur within a period of one (1) year from the date of acceptance of the Improvements by the City. To ensure Owner complies with these obligations, on acceptance of the required work by the City Engineer, warranty security in the amount of the ten percent (10%) of the estimated cost of all required work shall be furnished to City in an amount no less than Nine Thousand One Hundred Eighty-Four Dollars and Eighty Cents (\$9,184.80). The warranty security shall serve as a guarantee and warranty of

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

H. MATERIALS AND LABOR

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

I. LIGHTING AND LANDSCAPING DISTRICT

The Owner agrees to complete annexation to or establishment of a Lighting and Landscaping District Zone of Benefit 20A pursuant to California Streets and Highway Code section 22500, *et. seq.*, and to maintain lighting and publicly landscaped areas until the City formally accepts the Improvements which are the subject of this Agreement. Prior to release and recordation of the Final Map, Owner shall, at Owner's sole cost and expense, submit to City all engineering reports, assessment data, and updated maps necessary to cause the Subject Property, to be annexed into Zone of Benefit 20A of the City-Wide Landscape and Lighting Assessment District. The annexation of the property into Zone of Benefit 20A shall be considered for recording concurrently with the City Council's consideration and approval of the Final Map. If annexation into Zone of Benefit 20A is not possible for any reason, the Owner shall cooperate with the City in forming a new Zone of Benefit or identification of another existing zone into which this subdivision can be annexed.

J. EASEMENTS

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

K. FAILURE OF PERFORMANCE; ATTORNEY'S FEES

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

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

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

L. TIME OF THE ESSENCE

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

M. SUCCESSORS AND ASSIGNS; COVENANT RUNNING WITH LAND

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

N. INTEGRATION; INCORPORATION OF EXHIBITS

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

O. CONDITIONS OF APPROVAL

Owner shall comply with all conditions of approval set forth in TSM 2017-01 approving the Tract Map as adopted on June 13, 2017 by the Planning Commission, including the requirements and conditions of the City Engineer, and all specifications or requirements set forth on the Final Map, all of which are on file with the City Clerk.

P. COMPLIANCE WITH LAW

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

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

Q. PREVAILING WAGES

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

R. ENFORCEMENT OF OBLIGATIONS

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

S. LIMITATIONS OF LEGAL ACTS

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

T. ATTORNEY’S FEES AND LEGAL EXPENSES

If either party is required to commence any proceeding or legal action to enforce or interpret any term or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses. For the purposes of this Agreement, “attorneys’ fees” and “legal

expenses” include, without limitation, paralegals’ fees and expenses, attorneys, consultants fees and expenses, expert witness fees and expenses, and all other expenses incurred by the prevailing party’s attorneys in the course of the representation of the prevailing party in anticipation of and/or during the course of litigation, whether or not otherwise recoverable as “attorneys’ fees” or as “costs” under California law, and the same may be sought and awarded in accordance with California procedure as pertaining to an award of contractual attorneys’ fees.

U. OBLIGATION RUNNING WITH LAND

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

V. WAIVER

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

W. SUBORDINATION

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

X. NO ASSIGNMENT

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

Y. CAPTIONS

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

Z. AMBIGUITIES OR UNCERTAINTIES

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

AA. SEVERABLE PROVISIONS

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

BB. RELEASE OF CONDITIONS

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

CC. PIPES AND MONUMENTS

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

DD. OWNERSHIP OF IMPROVEMENTS

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

EE. RELEASE OF BONDS AND SECURITIES

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

FF. SUBDIVIDER NOT A CITY AGENT OR EMPLOYEE

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

GG. DEPOSIT FOR CORRECTION OF DEFICIENCIES

In addition to the improvement security hereinabove referred to, Subdivider shall concurrently with the execution hereof deposit with the City not less than 1% of engineer's estimate in an amount no less than Nine Hundred Eighteen Dollars and Forty-Eight Cents (\$918.48), which may be used at the discretion of the City to correct deficiencies and conditions caused by Subdivider or Subdivider's contractors during or after construction of the subdivision. Any unexpended amount thereof will be returned to Subdivider when all other bonds or improvement securities are released.

HH. REIMBURSEMENTS/FAIRSHARE CONTRIBUTIONS DUE FROM SUBDIVIDER

The Owner hereby agrees to the following reimbursements or fair share contributions to be paid before approval of the final map for Bellava and Berk Subdivision No. 18-S-01 as noted herein below:

1. The Owner shall reimburse its fair share cost to the City for the previously constructed sewer main along the Adell Street project frontage.
2. The Owner shall reimburse its fair share cost to the City for the previously constructed water main along the Adell Street project frontage.

II. REIMBURSEMENTS TO BE PROVIDED TO SUBDIVIDER

There are no public improvements being constructed through plans prepared by Lyle Brewer Engineering, Inc., for Bellava and Berk Subdivision No. 18-S-01.

JJ. TERMS OF REIMBURSEMENTS TO BE PROVIDED TO OWNER

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

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

well and street impact fees or connection fees as applicable from other developments using said facilities as said fees are collected or a combination thereof. City shall not reimburse any expenses beyond the actual and reasonable cost of installing the improvements. All reimbursements are subject to the conditions precedent that the Owner shall have submitted a financial statement within ninety (90) days of the City's acceptance of the improvements, showing evidence of the actual cost of the improvements described in this agreement. Evidence shall be provided in the form of receipted bills, canceled checks and/or construction contracts. Failure to timely submit evidence shall void the reimbursement agreement as to any items not timely submitted or not supported by such evidence. Any cost to be reimbursed for administration or overhead shall not exceed the usual and customary cost for such expenses in the industry, and in no event shall they exceed fifteen percent (15%). Such cost shall be determined in the sole discretion of the City Engineer.

- ii. City does not guarantee reimbursement, where reimbursements are made from impact fees or connection fees as those fees are collected. The City shall have no responsibility for the delivery of the funds collected hereunder to Owner and only agrees to hold said funds collected and to make payment as directed by Owner upon contact by City. City will contact Owner within ninety (90) days of collection of funds at the address as specified in this agreement or as may thereafter be provided in writing to the City Clerk of the City. City shall have no obligation to locate or determine the true address of Owner other than the addresses provided under this Agreement. If no contact has been made at the address provided under this Agreement, City shall hold such funds collected hereunder for a period of one (1) year. Undistributed funds shall then be paid into the appropriate Impact or Connection Fee fund and all responsibilities and liabilities of City shall terminate. City cannot and does not pledge itself in advance that such charges will be collected or that they are valid or that there will be proceeds for reimbursement, but only that pursuant to this agreement City will, as a condition precedent to the issuance of permits for the development of such properties, levy such charges. Owner acknowledges that impact fees may be used to reimburse other developers based on a first in time payment process and additionally, may be pledged for the payment or repayment of other improvements to be constructed by or for



City in advance of reimbursement to Owner. In no event shall reimbursement exceed the Subdivider's cost of construction as adjusted by the Engineering News Record Construction Cost Index (CCI) as determined by the City Engineer based upon duly verified records submitted to the city within 90 days from the completion of such facilities and approved by the City Engineer. For the purpose of determining the adjustment in the CCI, the time begins upon acceptance of improvements by City Council after execution of the Agreement.

**KK. ASSIGNABILITY OF AGREEMENT**

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

**LL. VENUE**

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

**MM. ACKNOWLEDGEMENT OF CONTENT**

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

**ARTICLE II. CONSTRUCTION REQUIREMENTS**

**A. STANDARD SPECIFICATIONS**

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

shall be done, performed and installed under the supervision of the City Engineer, under whose direction the work shall be inspected as it progresses.

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

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

B. SCOPE OF IMPROVEMENTS

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

C. APPROVED PLANS

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

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

D. SCHEDULE

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

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

is responsible for following the extension request process under Madera Municipal Code Section 10-2.711.3.

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

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

E. COMPACTION AND MATERIALS TESTING

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

F. CODES AND PERMITS

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

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

G. COORDINATION OF CONTRACTORS

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

part of Owner to notify the City Engineer may cause delay for which Owner shall be solely responsible.

#### H. INSPECTION

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

#### I. REPAIR OF DAMAGED IMPROVEMENTS

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

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

#### J. DUST CONTROL

Adequate dust and mud control shall be maintained by Owner on all streets within and without the subdivision until the paving of the streets is completed. "Adequate dust control" as used herein shall mean the sprinkling of the streets with water with sufficient frequency to prevent the scattering of dust by wind or the activity of vehicles and equipment onto any street area or private property adjacent to the subdivision. Whenever in the opinion of the City Engineer adequate dust control is not being maintained on any street or streets as required by this paragraph, the City Engineer shall give notice to Owner to comply with the provision of the paragraph forthwith. Such notice may be personally served upon Owner or, if Owner is not an individual, upon any person who has signed this Agreement on behalf of Owner or a superintendent or foreman of Owner's or Owner's subcontractor at the subdivision or, at the election of the Engineer, such notice may be mailed to Owner at his address on file with the City Engineer. If within 24 hours after such personal service of such notice or within 48 hours after the mailing thereof as herein

provided, Owner shall not have commenced to maintain adequate dust control or shall at any time thereafter fail to maintain adequate dust control, the City Engineer may, without further notice of any kind, cause any such street or streets to be sprinkled, as he may deem advisable to eliminate the scattering of dust, by equipment and personnel of City or by contract as the City Engineer shall determine, and City may deduct the cost thereof from any deposits which the Owner has placed with the City. When the surfacing on any existing street is disturbed, this surfacing shall be replaced with temporary or permanent surfacing within fourteen (14) calendar days, and the roadway shall be maintained in a safe and passable condition at all times between the commencement and final completion, and adequate dust control shall be maintained during these operations.

K. STREET SURFACING AND UNDERGROUNDING OF UTILITIES

Owner agrees all existing overhead utilities within the boundaries of this subdivision, and on adjacent streets and/or alleys to the centerlines thereof shall be relocated in underground installations except for transformers consistent with the Construction Plans for Bellava and Berk Subdivision. All new utilities shall be undergrounded and all work shall be completed before installation of street surfacing, if any.

L. STREET SWEEPING

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

M. WARRANTY

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

N. PRECONSTRUCTION MEETING

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

O. BUILDING MATERIALS RECYCLING

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

**ARTICLE III. SPECIAL PROVISIONS**

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

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

**CITY OF MADERA:**

By: \_\_\_\_\_  
Andrew J. Medellin, Mayor

**SUBDIVIDER/OWNER:**

**Bellava Construction, LLC, a California  
Limited Liability Company**

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Hilda Cantú Montoy, City Attorney

By: \_\_\_\_\_  
Maria E. Gonzalez, President

**ATTEST:**

By: \_\_\_\_\_  
Alicia Gonzales, City Clerk

**APPROVED:**

By: \_\_\_\_\_  
Keith Helmuth, P.E., City Engineer

**NOTARY ACKNOWLEDGEMENT REQUIRED**

EXHIBIT "A"  
Legal Description

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

THAT PORTION OF LOT 207 IN SECTION 7, TOWNSHIP 11 SOUTH, RANGE 18 EAST, MOUNT DIABLO BASE AND MERIDIAN, OF MILLER AND LUX'S SUBDIVISION OF LANDS AT MADERA, RECORDED FEBRUARY 2, 1895 IN BOOK 1 OF MAPS, AT PAGES 10 AND 11, MADERA COUNTY RECORDS, CITY OF MADERA, CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 207; THENCE NORTH 00° 43' 43" EAST ALONG THE EAST LINE OF SAID LOT 207 AND THE CENTER LINE OF MERCED STREET (80.00 FEET IN WIDTH) 256.37 FEET TO THE SOUTHEAST CORNER OF A PARCEL OF LAND DEEDED TO CARLOS C. RODRIGUEZ AND ANDREA M. RODRIGUEZ BY A DEED RECORDED JANUARY 27, 1958 IN BOOK 710, AT PAGE 52, MADERA COUNTY OFFICIAL RECORDS, THENCE NORTH 89° 59' 45" WEST, ALONG THE SOUTH LINE THEREOF, 106.01 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89° 59' 45" WEST, 324.69 FEET TO A POINT IN THE EAST LINE OF A PARCEL OF LAND DEEDED TO DAVID FUENTES RODRIGUEZ AND ESTER GONZALES RODRIGUEZ BY A JOINT TENANCY GRANT DEED RECORDED AUGUST 15, 1979 AS INSTRUMENT NO. 20199, MADERA COUNTY OFFICIAL RECORDS; THENCE NORTH 00° 59' 54" WEST, ALONG THE EAST LINE THEREOF, 254.91 FEET TO A POINT IN THE SOUTH LINE OF A PARCEL OF LAND DEEDED TO THE MADERA SCHOOL DISTRICT BY A DEED RECORDED JANUARY 8, 1951 IN BOOK 509 AT PAGE 330, MADERA COUNTY OFFICIAL RECORDS; THENCE NORTH 89° 48' 39" EAST, ALONG SAID SOUTH LINE, 398.40 FEET TO A POINT IN THE WESTERLY RIGHT-OF-WAY LINE OF THE AFORMENTIONED) MERCED STREET; THENCE SOUTH 00° 43' 43" WEST ALONG SAID WESTERLY RIGHT OF WAY LINE, 156.23 FEET TO A POINT IN THE NORTH LINE OF THE AFORMENTIONED PARCEL OF LAND DEED TO CARLOS C. RODRIGUEZ AND ANDREA M. RODRIGUEZ; THENCE NORTH 89° 59' 45" WEST, ALONG SAID NORTH LINE 66.01 FEET; THENCE SOUTH 00° 43' 43" WEST 100.01 FEET TO THE POINT OF BEGINNING.

AND FURTHER EXCEPTING THEREFROM AN UNDIVIDED 3/4 INTEREST IN ALL THE OIL GAS AND MINERALS AS RESERVED BY ROSSE M. GILSON, A MARRIED MAN, AS HIS SEPARATE PROPERTY, DATED JANUARY 28, 1942 AND RECORDED FEBRUARY 8, 1942 IN VOL. 301 OFFICIAL RECORDS, PAGE 277, MADERA COUNTY RECORDS.

# Exhibit B

## Development Impact Fees

| Impact Fee Category                            | SFD<br>Fee | MFD<br>Fee | Commercial<br>Fee (sq.ft.) | Industrial<br>Fee (sq.ft.) |
|------------------------------------------------|------------|------------|----------------------------|----------------------------|
| Administrative impact fee                      | 93.72      | 56.67      | 0.024                      | n/a                        |
| Fire department impact fees                    | 336.75     | 247.38     | 0.036                      | 0.0240                     |
| General government impact fees                 | 231.04     | 168.92     | 0.012                      | n/a                        |
| Police department impact fee                   | 541.63     | 398.87     | 0.072                      | 0.0599                     |
| Parks department impact fee                    | 2,652.57   | 1,945.29   | n/a                        | n/a                        |
| Public Works impact fee                        | 323.67     | 99.17      | 0.133                      | 0.0970                     |
| Sewer additional obl. impact fee - northwest   | 185.27     | 134.05     | 0.048                      | [1]                        |
| Sewer additional obl. impact fee - northeast   | 992.81     | 724.72     | 0.169                      | [1]                        |
| Sewer additional obl. impact fee - southwest   | 569.97     | 381.43     | 0.193                      | [1]                        |
| Sewer additional obl. impact fee - southeast   | 1,495.21   | 1,093.07   | 0.278                      | [1]                        |
| Sewer additional obl. impact fee - SCCC        | 888.19     | 625.55     | 0.181                      | [1]                        |
| Sewer additional obl. impact fee - exist. area | 135.14     | 93.72      | 0.024                      | [1]                        |
| Storm drain impact fee - northwest             | 2,028.12   | 1,044.03   | 1.330                      | 0.5558                     |
| Storm drain impact fee - northeast             | 3,099.39   | 1,453.79   | 1.210                      | 0.5558                     |
| Storm drain impact fee - southwest             | 1,250.00   | 559.07     | 1.188                      | 0.5558                     |
| Storm drain impact fee - southeast             | 3,472.10   | 1,394.94   | 1.090                      | 0.5558                     |
| Storm drain impact fee - existing service area | 1,132.30   | 545.99     | 0.632                      | 0.5558                     |
| Storm drain impact fee - SCCC                  | n/a        | n/a        | n/a                        | n/a                        |
| Sewer exist. obl. impact fee - northwest       | 272.45     | 272.45     | 0.036                      | \$272/unit [1]             |
| Sewer exist. obl. impact fee - northeast       | 272.45     | 272.45     | 0.036                      | \$272/unit [1]             |
| Sewer exist. obl. impact fee - southwest       | 272.45     | 272.45     | 0.036                      | \$272/unit [1]             |
| Sewer exist. obl. impact fee - southeast       | 716.00     | 716.00     | 0.085                      | \$716/unit [1]             |
| Sewer exist. obl. impact fee - SCCC            | n/a        | n/a        | n/a                        | n/a                        |
| Streets 16 ft. arterial street median island   | 387.97     | 237.58     | 0.142                      | n/a                        |
| Streets 24 ft. collector street lane           | 697.47     | 428.29     | 0.251                      | n/a                        |
| Streets 12 ft. arterial street lane            | 697.47     | 428.29     | 0.251                      | n/a                        |
| Transportation facility impact fee - city wide | 951.40     | 584.13     | 0.254                      | 0.3869                     |
| Traffic signals                                | 235.40     | 144.94     | 0.087                      | n/a                        |
| Water impact fees - pipes                      | 283.33     | 151.48     | 0.133                      | n/a                        |
| Wastewater treatment plan impact fee           | 1,314.30   | 923.06     | 0.763                      | 1.5148                     |
| Water impact fees - Wells                      | 562.34     | 300.78     | 0.072                      | [2]                        |

### Industrial Fee Notes

[1] Westberry Blvd/Ellis Street interceptor to be based on a dwelling unit equivalency at \$272 per unit.

Road 28 interceptor to be based on a dwelling unit equivalency at \$716 per unit.

[2] A minimum of \$413 or the amount determined by the City Engineer by multiplying \$413 for water supply by either (1) the proposed users estimated daily use in gallons per day divided by 1050, or (2) the estimated number of employees divided by 6, whichever is greater.



## **Attachment 2**

### Resolution

Confirmation of the Diagram and Assessments for Zone of Benefit 20A

**RESOLUTION NO. 19-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING ANNEXATION OF BELLAVA AND BERK SUBDIVISION (TRACT NO. 18-S-01) INTO ZONE OF BENEFIT 20A; CONFIRMING THE DIAGRAM AND ASSESSMENT FOR CITY WIDE LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT ZONE OF BENEFIT 20A FOR FISCAL YEAR (FY) 2020/2021; 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**

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

**WHEREAS**, the recommended assessments for FY 2020/2021 reflect the cost of landscape maintenance provided by the City for said fiscal year; and

**WHEREAS**, all of the owners of property proposed to be annexed to the Zone of Benefit 20A of said District consisting of Bellava and Berk Subdivision, as described in Exhibit "A" attached hereto and incorporated herein by reference, have consented to said annexation and such annexation may be ordered without notice and hearing or filing of engineer's report, or both;

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

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

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

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

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

by reference incorporated herein, be annexed to City Landscape Maintenance District as Zone of Benefit 20A for the maintenance and servicing of landscaping facilities.

3. The Mayor is authorized to execute the Covenant Landscape Maintenance District Zone of Benefit 20A on behalf of the City.
4. The City Council hereby confirms the diagram and annual assessments and levies the assessments for FY 2020/2021 for the same, as identified in Exhibits "A," "B" and "C," and as set forth in the agreement "Covenant Landscape Maintenance District Zone of Benefit 20A."
5. Pursuant to Section 22641 of the Streets and Highways Code, the City Clerk is authorized and directed to forthwith file the diagram and assessments with Auditor of Madera County.
6. This resolution is effective immediately upon adoption.

\* \* \* \* \*

## **Exhibit A**

### **Legal Description**

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

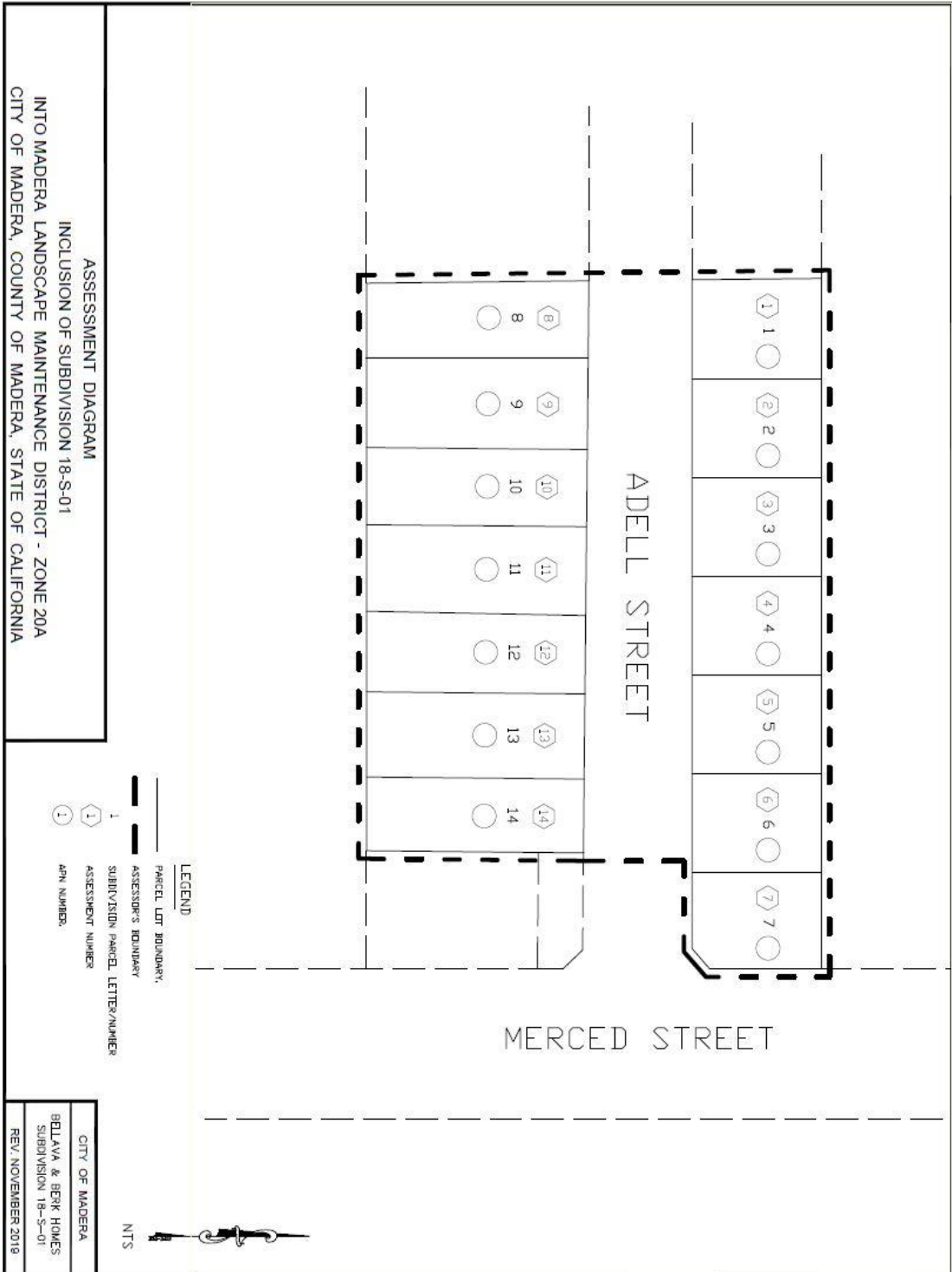
THAT PORTION OF LOT 207 IN SECTION 7, TOWNSHIP 11 SOUTH, RANGE 18 EAST, MOUNT DIABLO BASE AND MERIDIAN, OF MILLER AND LUX'S SUBDIVISION OF LANDS AT MADERA, RECORDED FEBRUARY 2, 1895 IN BOOK 1 OF MAPS, AT PAGES 10 AND 11, MADERA COUNTY RECORDS, CITY OF MADERA, CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 207; THENCE NORTH 00° 43' 43" EAST ALONG THE EAST LINE OF SAID LOT 207 AND THE CENTER LINE OF MERCED STREET (80.00 FEET IN WIDTH) 256.37 FEET TO THE SOUTHEAST CORNER OF A PARCEL OF LAND DEEDED TO CARLOS C. RODRIGUEZ AND ANDREA M. RODRIGUEZ BY A DEED RECORDED JANUARY 27, 1958 IN BOOK 710, AT PAGE 52, MADERA COUNTY OFFICIAL RECORDS, THENCE NORTH 89° 59' 45" WEST, ALONG THE SOUTH LINE THEREOF, 106.01 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89° 59' 45" WEST, 324.69 FEET TO A POINT IN THE EAST LINE OF A PARCEL OF LAND DEEDED TO DAVID FUENTES RODRIGUEZ AND ESTER GONZALES RODRIGUEZ BY A JOINT TENANCY GRANT DEED RECORDED AUGUST 15, 1979 AS INSTRUMENT NO. 20199, MADERA COUNTY OFFICIAL RECORDS; THENCE NORTH 00° 59' 54" WEST, ALONG THE EAST LINE THEREOF, 254.91 FEET TO A POINT IN THE SOUTH LINE OF A PARCEL OF LAND DEEDED TO THE MADERA SCHOOL DISTRICT BY A DEED RECORDED JANUARY 8, 1951 IN BOOK 509 AT PAGE 330, MADERA COUNTY OFFICIAL RECORDS; THENCE NORTH 89° 48' 39" EAST, ALONG SAID SOUTH LINE, 398.40 FEET TO A POINT IN THE WESTERLY RIGHT-OF-WAY LINE OF THE AFORMENTIONED) MERCED STREET; THENCE SOUTH 00° 43' 43" WEST ALONG SAID WESTERLY RIGHT OF WAY LINE, 156.23 FEET TO A POINT IN THE NORTH LINE OF THE AFORMENTIONED PARCEL OF LAND DEED TO CARLOS C. RODRIGUEZ AND ANDREA M. RODRIGUEZ; THENCE NORTH 89° 59' 45" WEST, ALONG SAID NORTH LINE 66.01 FEET; THENCE SOUTH 00° 43' 43" WEST 100.01 FEET TO THE POINT OF BEGINNING.

AND FURTHER EXCEPTING THEREFROM AN UNDIVIDED 3/4 INTEREST IN ALL THE OIL GAS AND MINERALS AS RESERVED BY ROSSE M. GILSON, A MARRIED MAN, AS HIS SEPARATE PROPERTY, DATED JANUARY 28, 1942 AND RECORDED FEBRUARY 8, 1942 IN VOL. 301 OFFICIAL RECORDS, PAGE 277, MADERA COUNTY RECORDS.

## Exhibit B

### Assessment Diagram



## **Exhibit C**

### **Assessment Amounts**

| <b>Lot</b> | <b>Owner</b>                                                      | <b>Assessment<br/>Amount (FY<br/>2020/2021)</b> |
|------------|-------------------------------------------------------------------|-------------------------------------------------|
| 1          | Bellava Construction, LLC, a California Limited Liability Company | \$ 77.70                                        |
| 2          | Bellava Construction, LLC, a California Limited Liability Company | \$ 77.70                                        |
| 3          | Bellava Construction, LLC, a California Limited Liability Company | \$ 77.70                                        |
| 4          | Bellava Construction, LLC, a California Limited Liability Company | \$ 77.70                                        |
| 5          | Bellava Construction, LLC, a California Limited Liability Company | \$ 77.70                                        |
| 6          | Bellava Construction, LLC, a California Limited Liability Company | \$ 77.70                                        |
| 7          | Bellava Construction, LLC, a California Limited Liability Company | \$ 77.70                                        |
| 8          | Bellava Construction, LLC, a California Limited Liability Company | \$ 77.70                                        |
| 9          | Bellava Construction, LLC, a California Limited Liability Company | \$ 77.70                                        |
| 10         | Bellava Construction, LLC, a California Limited Liability Company | \$ 77.70                                        |
| 11         | Bellava Construction, LLC, a California Limited Liability Company | \$ 77.70                                        |
| 12         | Bellava Construction, LLC, a California Limited Liability Company | \$ 77.70                                        |
| 13         | Bellava Construction, LLC, a California Limited Liability Company | \$ 77.70                                        |
| 14         | Bellava Construction, LLC, a California Limited Liability Company | \$ 77.70                                        |

### **Attachment 3**

LMD Covenant

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

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

**COVENANT  
LANDSCAPE MAINTENANCE DISTRICT  
ZONE OF BENEFIT 20A**

**WHEREAS, Bellava Construction, LLC, a California Limited Liability Company** hereinafter referred to as “Covenantor”, is the owner of the real property situated in the City of Madera, County of Madera, State of California, hereinafter referred to as “Subject Property” and more particularly described in attached Exhibit “A” which is incorporated by reference; and

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

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

**WHEREAS,** Covenantor is required by the City as a condition of Tentative Subdivision Map (TSM) 2017-01 & Precise Plan (PPL) 2017-02 approval and the Improvement Agreement to annex to the City’s Landscape Maintenance District; and

**WHEREAS,** the Planning Commission on June 13, 2017 approved Tentative Subdivision Map TSM 2017-01 for the Bellava and Berk Subdivision which provided for the annexation of this subdivision into the aforementioned Zone of Benefit; and



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

**NOW, THEREFORE**, it is agreed:

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

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

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

4. The Covenantor consents to an annual assessment on the Subject Property currently in an amount not to exceed \$77.70 per each of the 14 lots. The Covenantor agrees that this assessment is proportional to, and no greater than, the special benefit conferred on the Subject Property by being annexed into the Landscape Maintenance District. The Covenantor also consents to an annual change in the range of the assessment in the

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

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

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

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

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

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

10. The Covenant shall be released and be of no further effect upon written

determination by the undersigned and the City Engineer of the City of Madera that its continued existence and enforcement are no longer necessary.

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

12. This Covenant shall be effective on December 18, 2019.

**IN WITNESS WHEREOF**, the parties duly executed this Covenant.

**CITY OF MADERA:**

By: \_\_\_\_\_  
Andrew J. Medellin, Mayor

**APPROVED:**

By: \_\_\_\_\_  
Keith B. Helmuth, P.E.,  
City Engineer

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Hilda Cantú Montoy, City Attorney

**COVENANTOR:**

By: \_\_\_\_\_  
Maria E. Gonzalez, President

**ATTEST:**

By: \_\_\_\_\_  
Alicia Gonzales, City Clerk

**NOTARY ACKNOWLEDGEMENT  
REQUIRED**

EXHIBIT "A"  
Legal Description

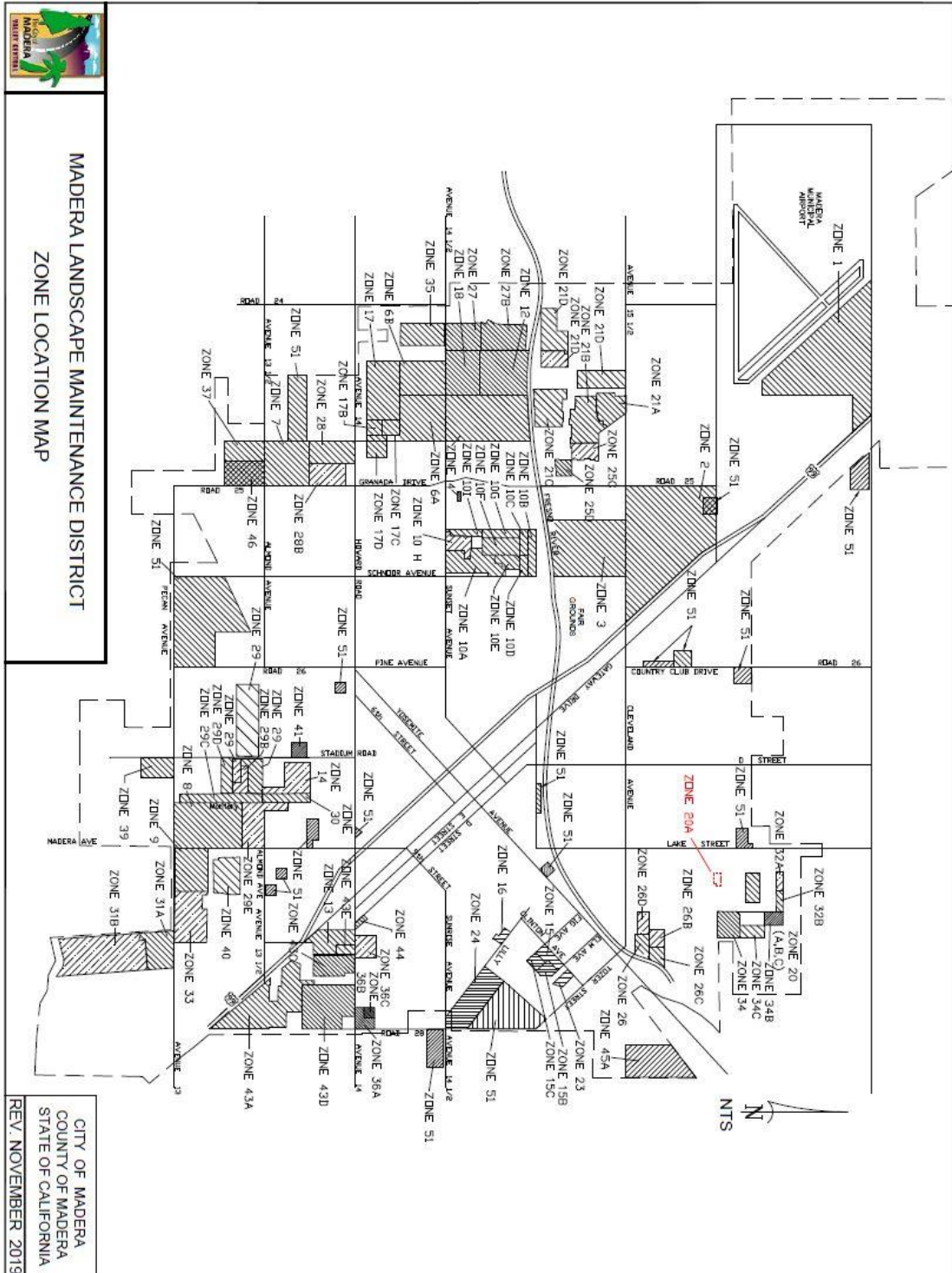
THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT 207 IN SECTION 7, TOWNSHIP 11 SOUTH, RANGE 18 EAST, MOUNT DIABLO BASE AND MERIDIAN, OF MILLER AND LUX'S SUBDIVISION OF LANDS AT MADERA, RECORDED FEBRUARY 2, 1895 IN BOOK 1 OF MAPS, AT PAGES 10 AND 11, MADERA COUNTY RECORDS, CITY OF MADERA, CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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AND FURTHER EXCEPTING THEREFROM AN UNDIVIDED 314 INTEREST IN ALL THE OIL GAS AND MINERALS AS RESERVED BY ROSSE M. GILSON, A MARRIED MAN, AS HIS SEPARATE PROPERTY, DATED JANUARY 28, 1942 AND RECORDED FEBRUARY 8, 1942 IN VOL. 301 OFFICIAL RECORDS, PAGE 277, MADERA COUNTY RECORDS.

## LMD Zone Map

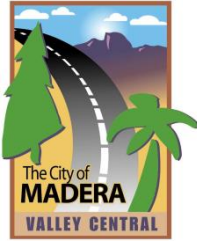


## Attachment 5

### Project Location Map

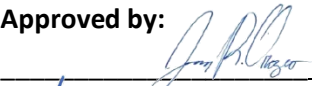






## REPORT TO CITY COUNCIL

Approved by:

 for the  
Department Director  
  
Arnoldo Rodriguez, City Manager

Council Meeting of: December 18, 2019

Agenda Number: B-4

### SUBJECT:

Waive Full Reading and Consider Adoption "An Ordinance of the City of Madera Rezoning One Parcel Encompassing Approximately 0.29 Acre located Approximately 450 feet north of the Northwest Corner of the Intersection of Sherwood Way and Owens Street from the C1 (Light Commercial) Zone District to the PD-3000 (Planned Development) Zone District".

### RECOMMENDATION:

It is recommended that the City Council (Council) waive full reading and adopt "An Ordinance of the City Council of the City of Madera Approving Rezone 2019-05 Amending the Official City of Madera Zoning Map to Rezone approximately .29 Acre of Property (APN 003-210-029) Located Approximately 450 Feet North of the Intersection of Owens Street and Sherwood Way to the PD 3000 (Planned Development) Zone District".

### SUMMARY:

The Council introduced the Rezone Ordinance at a public hearing held on December 4, 2019 and voted to waive full reading and approved the associated Negative Declaration. The adoption of the Ordinance will complete the rezoning process, allowing for the developing of a fourplex apartment building.

### DISCUSSION:

The Planning Commission (Commission) on November 12<sup>th</sup> approved a precise plan application that allows for the development of a residential fourplex apartment building in conjunction with a resolution recommending the approval of a Negative Declaration and a rezone. Approval of the precise plan is contingent upon approval of the Rezone Ordinance.

Rezoning the property from the C1 (Light Commercial) Zone District to the PD-3000 (Planned Development) Zone District provides consistency between the General Plan and zoning. Development of the residential fourplex apartment building will be consistent with the development standards of the PD-3000 (Planned Development) Zone District and the goals and policies of the General Plan as it relates to residential development.

**FINANCIAL IMPACT:**

The applicant paid \$9,230.00 in Planning Department entitlement fees to offset the costs associated with processing this rezoning request, precise plan and the supporting environmental determination. Additional fees will be required from the Engineering and Building Departments in conjunction with final approval of civil improvement plans and building plan check and permitting. With the development of a residential fourplex, the developer will pay development impact fees toward supporting City infrastructure and services. Conditions of approval for the subdivision require annexation into a City's landscape maintenance district and the City's Community Facilities District 2005-01, supporting the provision of police, fire, parks, and storm drainage services in the City.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN:**

The project supports one of the four core vision statements in the Vision Plan, "A Well-Planned City." The Council, by considering how the neighborhood and infrastructure can be maintained, is actively implementing this key concept of the Vision Plan. Moreover, approval of the project will help provide consistency with Strategy 131, which states, "Create well-planned neighborhoods throughout Madera that promote connectivity and inclusiveness with a mix of densities and commercial components."

**ALTERNATIVES:**

The Council may consider alternatives other than staff's recommendation to waive full reading and adopt the Rezone Ordinance. Those include:

1. Denial of the request for the rezone. Should the request be denied, the subject property would remain within the C1 (Light Commercial) zone district and the contingently approved precise plan would extinguish.
2. Continuing the item with direction to staff to provide additional information so as to follow the Council time to digest that information in advance of a decision.
3. Provide staff with other alternative directives.

**ATTACHMENTS:**

1. Aerial Map
2. Precise Plan Site Plan
3. Rezone Ordinance  
Exhibit A – Zoning Map



Attachment 1: Aerial Map



This architectural site plan illustrates a building complex with various accessibility features. The plan includes the following elements:

- Building Complex:** A large building with multiple rooms, including a "PRIVATE YARD" and "PRIVATE YARD" areas. The building is surrounded by "LANDSCAPING" and "PRIVATE YARD" areas.
- Common Area:** A "COMMON AREA" featuring a "3'-0\" HIGH DECORATIVE MASONRY BLOCK WALL" and "LANDSCAPING".
- Truncated Domes:** A "TRUNCATED DOMES - DETECTABLE WARNING" area is located near the common area.
- International Symbol of Accessibility:** An "INTERNATIONAL SYMBOL OF ACCESSIBILITY STALL" is shown near the accessible parking.
- Accessible Parking:** An "ACCESSIBLE PARKING SIGN" is located near the accessible parking area.
- Enclosure:** An "ENCLOSURE 10'x8' I.D." is shown near the accessible parking area.
- Dimensions:** Various dimensions are provided throughout the plan, including "2'-4\"", "1'-0\"", "1'-6\"", "1'-10\"", "1'-11\"", "1'-12\"", "1'-13\"", "1'-14\"", "1'-15\"", "1'-16\"", "1'-17\"", "1'-18\"", "1'-19\"", "1'-20\"", "1'-21\"", "1'-22\"", "1'-23\"", "1'-24\"", "1'-25\"", "1'-26\"", "1'-27\"", "1'-28\"", "1'-29\"", "1'-30\"", "1'-31\"", "1'-32\"", "1'-33\"", "1'-34\"", "1'-35\"", "1'-36\"", "1'-37\"", "1'-38\"", "1'-39\"", "1'-40\"", "1'-41\"", "1'-42\"", "1'-43\"", "1'-44\"", "1'-45\"", "1'-46\"", "1'-47\"", "1'-48\"", "1'-49\"", "1'-50\"", "1'-51\"", "1'-52\"", "1'-53\"", "1'-54\"", "1'-55\"", "1'-56\"", "1'-57\"", "1'-58\"", "1'-59\"", "1'-60\"", "1'-61\"", "1'-62\"", "1'-63\"", "1'-64\"", "1'-65\"", "1'-66\"", "1'-67\"", "1'-68\"", "1'-69\"", "1'-70\"", "1'-71\"", "1'-72\"", "1'-73\"", "1'-74\"", "1'-75\"", "1'-76\"", "1'-77\"", "1'-78\"", "1'-79\"", "1'-80\"", "1'-81\"", "1'-82\"", "1'-83\"", "1'-84\"", "1'-85\"", "1'-86\"", "1'-87\"", "1'-88\"", "1'-89\"", "1'-90\"", 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Attachment 3: Ordinance

**ORDINANCE**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING REZONE 2019-05 AND AMENDING THE OFFICIAL CITY OF MADERA ZONING MAP TO REZONE APPROXIMATELY 0.29 ACRE OF PROPERTY (APN: 003-210-029) LOCATED APPROXIMATELY 450 FEET NORTH OF THE INTERSECTION OF OWENS STREET AND SHERWOOD WAY, TO THE PD 3000 (PLANNED DEVELOPMENT) ZONE DISTRICT.

THE CITY COUNCIL OF THE CITY OF MADERA DOES ORDAIN AS FOLLOWS:

SECTION 1. The City Council finds an environmental assessment initial study was prepared for this project in accordance with the requirements of the California Environmental Quality Act (CEQA) Guidelines. This process included the distribution of requests for comment from other responsible or affected agencies and interested organizations. Preparation of the environmental assessment necessitated a thorough review of the proposed project and relevant environmental issues. The Planning Commission of the City of Madera has also reviewed the environmental assessment and recommended adoption of a negative declaration for this project. Based on the entire review and assessment, and on the basis of the whole record before it, the City Council finds there is no substantial evidence in the record that this project may have a significant direct, indirect or cumulative effects on the environment. The City Council further finds the Initial Study and Negative Declaration reflects the City Council's independent judgement and analysis, and that there would be no significant effect on the environment. The City Council further finds the Initial Study and Negative Declaration were timely and properly published and notices as required by CEQA, and comments, if any, have been appropriately received and assessed by the City. The City Council also finds that a Negative Declaration is appropriate for this project. As such, the City Council adopts the Negative Declaration for this project. The Director of the Planning Department is directed to file a Notice of Determination as may be warranted.

SECTION 2. The Planning Commission of the City of Madera and this Council have held public hearings upon the rezoning of this property and have determined that the proposed rezoning is consistent with the General Plan as amended and subsequent development will be in conformance with all standards and regulations of the Madera Municipal Code.

SECTION 3. Based upon the testimony and information presented at the hearing, the adoption of the proposed rezoning is in the best interest of the City of Madera, and the Council hereby approves the rezoning based on the following findings:

FINDINGS:

1. The proposed rezone will provide the required consistency between the general plan amendment and zoning.
2. The rezone is not expected to be detrimental to the health, safety, peace, comfort or general welfare of the neighborhood or the city.
3. City services and utilities are available or can be extended to serve the area.

SECTION 4. Based on the findings set forth below, the City Council approves Rezone 2019-05. The City of Madera Zoning Map as provided for in Chapter 3 of Title 10 of the Madera Municipal Code is hereby amended as illustrated in Exhibit "A" which is attached hereto and incorporated by reference. Exhibit "A" reflects the segment of the City of Madera Zoning Map to be amended.

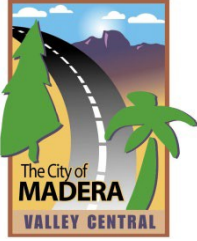
SECTION 5. Unless the adoption of this ordinance is lawfully stayed, thirty-one (31) days after adoption of this amendment, the Planning Director and City Clerk shall cause these revisions to be made to the City of Madera Zoning Map which shall also indicate the date of adoption of this revision and be signed by the Planning Director and City Clerk.

SECTION 6. This Ordinance shall be effective and of full force and effect at 12:01 a.m. on the thirty-first day after its passage.

\* \* \* \* \*

EXHIBIT A

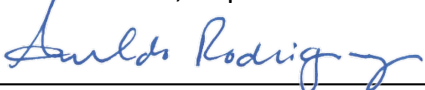




## REPORT TO CITY COUNCIL

Approved by: 

Keith Helmuth, Department Director

  
Arnaldo Rodriguez, City Manager

Council Meeting of: December 18, 2019

Agenda Number: B-5

### SUBJECT:

Consideration of a Resolution Rescinding Resolution No. 19-100 and Approving the Amended Application for Transportation Development Act (TDA), Local Transportation Funds (LTF) Funds for Fiscal Year (FY) 2019/20 with LTF FY 2018/19 Carryover Balances and Authorizing the City Engineer to Execute and Submit the Application to the Madera County Transportation Commission (MCTC)

### RECOMMENDATION:

That the City Council (Council) adopts a Resolution:

1. Rescinding Resolution No. 19-100 and approving the amended application for TDA, LTF for FY 2019/20 with FY 2018/19 carryover balances.
2. Authorizing the City Engineer to execute the amended application and submit it to the MCTC for approval and adoption.

### SUMMARY:

On June 19, 2019, Council adopted Resolution No. 19-100 for the use of FY 2019/20 LTF and STA funds as required by MCTC. This Resolution reflected the LTF and STA applications that included the projected amounts for FY 2019/20.

At the November 20, 2019 Council meeting, Council approved an amended application for STA.

The amended application for LTF is required for proper accounting of the City's claim filed with MCTC for expenditures of the LTF in FY 2019/20.

**DISCUSSION:**

LTF and STA applications are prepared for funds apportioned to the City of Madera, Madera County and City of Chowchilla by the MCTC based on population pursuant to the TDA. Changes to this application by the local agency can be made through an amended application at any time. The original LTF application was prepared to reflect the proposed expenditures for the FY 2019/20 using only the allocation of funds provided by MCTC in May of 2019, and as required by statute. The amended LTF application includes the new revenue in FY 2019/20 and prior year balance rolled over from FY 2018/19.

The approved allocation for FY 2019/2020 is \$1,782,259. With the carryover balances from FY 2018/2019 of \$3,713,407.93, the new proposed allocation is \$5,495,666.93. The amended LTF allocation for each activity is summarized in Exhibit A attached to this report.

This amended LTF application will include funding for programs and projects approved by Council in the FY 2019/20 Budget Capital Improvement Program (CIP).

The amendment to the LTF application is prepared and submitted to MCTC annually after the prior year's final expenses and claims have been processed, and the excess prior year funds and carryover balances have been confirmed by MCTC.

**FINANCIAL IMPACT:**

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

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN:**

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

**ALTERNATIVES:**

The Council may provide staff direction on how to amend the TDA application or may refer the item back to staff for additional information.

**ATTACHMENTS:**

1. Resolution  
Exhibit A - Application

## **Attachment 1**

Resolution



**RESOLUTION NO. 19-**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,  
CALIFORNIA, RESCINDING RESOLUTION NO. 19-100 AND APPROVING  
THE AMENDED APPLICATION FOR TRANSPORTATION DEVELOPMENT  
ACT, LOCAL TRANSPORTATION FUNDS, STATE TRANSIT ASSISTANCE  
FUNDS FOR FISCAL YEAR 2019/2020 WITH LOCAL TRANSPORTATION  
FUNDS 2018/2019 CARRYOVER BALANCES AND AUTHORIZING THE CITY  
ENGINEER TO EXECUTE AND SUBMIT THE APPLICATION TO THE  
MADERA COUNTY TRANSPORTATION COMMISSION**

**WHEREAS**, Transportation Development Act (TDA), Local Transportation Funds (LTF) and State Transit Assistance Funds (STA) are annually allocated by the Madera County Transportation Commission (MCTC) pursuant to the TDA; and

**WHEREAS**, the City of Madera prepare applications outlining the intended uses for the LTF and STA funds each year and the applications may be amended as needed; and

**WHEREAS**, the unexpended balance of LTF funds in FY 2018/2019 must be added to the FY 2019/20 amended application for proper accounting purposes; and

**WHEREAS**, the TDA - LTF application For FY 2019/2020 with the actual FY 2018/2019 carryover balance is submitted to the City Council for its review and consideration.

**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. Resolution No. 19-100 approved on June 19, 2019 is hereby rescinded
3. The City Council of the City of Madera approves the Application, a copy of which is attached hereto as Exhibit A and incorporated by reference.
4. The City Engineer is authorized to execute the amended TDA – LTF application and submit it to the Madera County Transportation Commission for adoption.
5. This resolution is effective immediately upon adoption.

\* \* \* \* \*

**Exhibit A**

Application

# Madera County Transportation Commission

## TDA Amendment Request

Agency: \_\_\_\_\_

City of Madera \_\_\_\_\_

Date: \_\_\_\_\_

12/18/2019

Fiscal Year: 2019-2020

Amending: ☒ LTF ☐ STA

Type of Amendment: ☒ Carryover of PY Funds ☐ Reassign funds ☐ Other

| Project                                    | Approved Allocation | New Proposed Allocation | Difference     |
|--------------------------------------------|---------------------|-------------------------|----------------|
| 1 <b>Pedestrian and Bikeway Facilities</b> | \$36,748.00         | \$136,948.86            | \$100,200.86   |
| 2 <b>Streets and Roads</b>                 | \$995,230.00        | \$4,266,069.07          | \$3,270,839.07 |
| 3 <b>Transit</b>                           | \$750,281.00        | \$1,092,649.00          | \$342,368.00   |
| 4                                          |                     |                         | \$0.00         |
| 5                                          |                     |                         | \$0.00         |
| 6                                          |                     |                         | \$0.00         |
| 7                                          |                     |                         | \$0.00         |
| 8                                          |                     |                         | \$0.00         |
| 9                                          |                     |                         | \$0.00         |
| 10                                         |                     |                         | \$0.00         |
| Total                                      | \$1,782,259.00      | \$5,495,666.93          | \$3,713,407.93 |

### Notes

New proposed allocation includes the addition of the 2018/19 carryover balances to the 2019/20 approved allocation

12/4/2019

Keith B. Helmuth, PE - City Engineer

Date

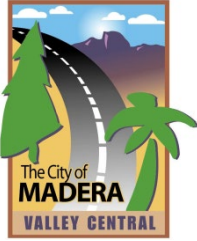
MCTC Executive Director

Date

MCTC Use:

Month \_\_\_\_\_

Amendment No. \_\_\_\_\_



## REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: December 18, 2019

Agenda Number: B-6

### SUBJECT: CMAQ Proposed Projects

1. Consideration of a Resolution Approving the List of Project Nominations for Federal Transportation Funding under the CMAQ Program – 2019 Cycle and Authorizing the City Engineer to Submit the Project Applications to the Madera County Transportation Commission; and
2. Consideration of a Resolution Supporting Implementation of AB 1012, “Timely Use of Funding” for Project Delivery Schedules in the CMAQ Program

### RECOMMENDATION:

That the City Council (Council) take the following actions:

1. Adopt a Resolution:
  - a. Approving the list of projects to be nominated for Federal Transportation Funding under the Congestion Mitigation and Air Quality (CMAQ) Competitive Grant Program and Lifeline Program.
  - b. Authorizing the City Engineer to submit the project applications to the Madera County Transportation Commission (MCTC) for priority ranking.
2. Adopt a Resolution Supporting Implementation of AB 1012, “Timely Use of Funding” for Federal Funding of Projects in this 2019 Cycle of the Federal CMAQ Program.

### SUMMARY:

The City of Madera may submit applications on eligible air quality enhancing projects for federal funding under the September 2019 Call for Projects of the 2019 Cycle of the CMAQ Competitive Grant and Lifeline Program. The CMAQ Program requires a local match of 11.47

percent. Exhibit “A” lists the projects proposed for the Regional Competitive Grant and Lifeline funds. The priority order of the listed projects may be adjusted at the discretion of the Council.

## **DISCUSSION:**

### *The CMAQ Program*

The most recent federal transportation funding bill, Fixing America’s Surface Transportation Act (FAST Act), maintained the CMAQ program that was originally created through federal legislation in 1991. CMAQ funds are funneled through Caltrans and programmed by the Madera County Transportation Commission (MCTC), the designated Metropolitan Planning Organization (MPO) for Madera County.

The purpose of the CMAQ program is to fund transportation projects or programs that will contribute to attainment or maintenance of the National Ambient Air Quality Standards (NAAQS) for ozone, carbon monoxide (CO), and particulate matter (both PM10 and PM2.5). The CMAQ program supports two important goals of the U.S. Department of Transportation (Department): *improving air quality and relieving congestion*.

CMAQ funds have already been apportioned and programmed for Madera County through Fiscal Year 2017/18. A complete listing of funded projects and programs is available in the City Engineering Department. Caltrans released the estimated apportionment for new allocation and programming through federal fiscal years FY 2021/22. MCTC developed an expenditure plan for these funds which allocates 85 percent of the 2019 cycle funds to be apportioned through regional competitive grant program (Cycle 2019). The remaining 15 percent is apportioned to be set aside as a Lifeline amount.

- **Grant Program**

The amount apportioned for regional competitive grant is called the “Grant Program”. The total CMAQ funding to be apportioned is \$3,830,964. These funds are available to local government agencies/districts/jurisdictions and public/private partnerships in the Madera County Region based on project ranking up to the amount available. The projects will be scored on congestion relief, trip reduction, air quality emission reduction, cost benefit ratio and subjective evaluation.

- **Lifeline**

15 percent of the County’s apportionment is set aside for each local agency with Madera County as a guaranteed level of CMAQ funding that can be used for any eligible CMAQ project. The City’s share is \$325,086. This program is not competitive and generally used for projects that meet eligibility requirements but would not score particularly well under the Grant program. The City can program these funds at this time as well.

Assembly Bill (AB) 1012, enacted on October 10, 1999, requires that federal funds be used in a timely manner. Given AB 1012 requirements, MCTC requires that each application for CMAQ

funds must be accompanied by a formal resolution stating that each project will meet established project delivery schedules and that staff will be directed to insure timely delivery of the projects.

The last day that project applications will be accepted by MCTC for this Grant program is December 20, 2019.

#### *City of Madera CMAQ Project Nominations - September 2019 Call for Projects*

Staff has prepared a list of projects for City Council approval and consideration by MCTC for participation in the CMAQ Program 2019 Cycle. The proposed project list is shown in Exhibit A. MCTC has asked the agencies to prioritize the project nominations. The first priority represents the project suggested for lifeline funds; the remaining list is presented in a priority order for consideration by Council based on cost-effectiveness. The priorities may be adjusted strategically as applications are finalized.

Eligible projects have been nominated from several departments with the City.

- **Engineering**

Engineering Division is including a project to continue installation of sidewalks serving Washington Elementary School for the Lifeline funding. First priority is Dellavalle between Cleveland and Lincoln; next is Austin, same limits, and lastly, Nebraska Street.

Engineering is proposing to nominate two traffic signal projects pending completion of warrant analysis:

- D Street & South Street (warrant study pending)
- Cleveland Avenue & Granada Drive (warrants met)

The Granada Pedestrian/Bicycle Bridge is identified as a top priority in the 2018 Active Transportation Plan and is also included in the project nomination list.

- **Public Works**

The proposed Alley Paving Project will help the City meet Air District requirements for eliminating particulate matter from unpaved roadways. Approval of this project will greatly enhance the current maintenance program. The first CMAQ funded Alley Paving Project for the City is currently under construction. Another is planned for 2019/20. This project would be the third alley paving project proposed for funding with CMAQ dollars. Priority is for alleys that carry the most vehicular traffic.

- **Transit**

Transit is seeking grant funding under Alternative Fuels and Vehicles eligibility to install four charging stations for electric vehicles at the new Transit Facility and one electric bus.

Engineering received input from each nominating department/division and presents this initial priority list. The priorities as presented are based on:

- Cost-effectiveness (project dollar(s) per pound (\$/lb) of emissions reduced with the lower value being more effective in utilizing the funding source).
- Availability of other funding sources to complete these projects (are other sources out there to complete these projects?)

#### **FINANCIAL IMPACT:**

The City is obligated to provide the local funding match as shown in Exhibit “A” for each project that is successful. When the successful projects are brought forward and included in the City’s Capital Improvement Program budgets, the match will be sought from LTF (Local Transportation Funds), STA (State Transit Assistance Funds), Measure T, or other available local grants and sources. It is not anticipated to obligate any General Fund monies for local matching.

#### **CONSISTENCY WITH THE VISION MADERA 2025 PLAN:**

- *Strategy 121:* Multi-modal transportation: Develop a city-wide multi-modal transportation plan to ensure safe, affordable and convenient transportation modes for residents and businesses within Madera.
- *Strategy 431:* Alternative Energy Use: Develop a City plan to promote both governmental and citizen use of alternative sources of energy.
- *Action 433.1:* Continue to adhere to, or improve upon, existing air quality policies.

#### **ALTERNATIVES:**

The Council may elect to adjust the priority listing, remove any of the projects from the list to be submitted for funding, or choose not to approve submitting any applications.

#### **ATTACHMENTS:**

1. Resolution Approving List of Projects
2. AB 1012 Resolution

**ATTACHMENT 1**

**RESOLUTION APPROVING LIST OF PROJECTS**



**RESOLUTION NO. 19 - \_\_\_\_\_**

**RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA,  
CALIFORNIA, APPROVING THE LIST OF PROJECTS FOR FEDERAL  
TRANSPORTATION FUNDING UNDER THE CMAQ PROGRAM –  
2019 CYCLE, AND AUTHORIZING THE CITY ENGINEER TO SUBMIT  
THE PROJECT APPLICATIONS TO THE MADERA COUNTY  
TRANSPORTATION COMMISSION.**

**WHEREAS**, Congestion Mitigation and Air Quality (CMAQ) funds are allocated by the Madera County Transportation Commission (MCTC) pursuant to Federal Transportation Legislations; and

**WHEREAS**, local matching funds in the amount of 11.47% of the project cost will be provided by the City of Madera as required to receive CMAQ funds; and

**WHEREAS**, MCTC has allocated a “Regional Competitive Grant Program” amount of \$3,830,964 of CMAQ funds for local agencies and private/public partnerships; and

**WHEREAS**, MCTC has allocated \$325,086 to the City as part of the “Lifeline Program”; and

**WHEREAS**, MCTC requested application packages for the proposed projects, outlining the intended uses for the CMAQ funds for submittal by December 20, 2019; and

**WHEREAS**, a list of projects to be nominated for the 2019 Cycle of the CMAQ Program funds has been prepared and is attached hereto as Exhibit “A”; and

**WHEREAS**, MCTC will review and prioritize the project applications for funding.

**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 project list for nomination for the 2019 Cycle of CMAQ funds allocated by the MCTC attached hereto and incorporated by reference as Exhibit “A” is approved.
3. The City Engineer is authorized to submit the project applications to the Madera County Transportation Commission for review, prioritizing and funding approval.
4. This resolution is effective immediately upon adoption.

\* \* \* \* \*

# EXHIBIT “A”

## CITY OF MADERA

### PROJECT PRIORITY LIST FOR THE CMAQ PROGRAM – 2019 Cycle

| <b>Project Description</b>                                              | <b>Projected Cost Effectiveness (\$/lb reduced)*</b> | <b>CMAQ (max 88.53%)</b> | <b>Local Match (min 11.47%)</b> | <b>Total</b>   |
|-------------------------------------------------------------------------|------------------------------------------------------|--------------------------|---------------------------------|----------------|
| 1. Sidewalk Project Washington School Area                              |                                                      | \$325,086                | 42,914                          | \$368,000      |
| 2. Alley Paving                                                         | < \$2                                                | \$600,000                | \$80,000                        | \$680,000      |
| 3. Traffic Signal D Street & South Street (subject to meeting warrants) | \$100- \$200                                         | \$398,000                | \$52,000                        | \$450,000      |
| 4. New Traffic Signal Cleveland Ave & Granada Dr                        | \$100 - \$200                                        | \$398,000                | \$52,000                        | \$450,000      |
| 5. Electric Transit Bus                                                 | >\$200                                               | \$253,195                | \$32,805                        | \$286,000      |
| 6. Electric Vehicle Charging Stations @ Transit Facility                | >\$200                                               | \$265,590                | \$34,410                        | \$300,000      |
| 7. Granada Bicycle/Pedestrian Bridge                                    | >\$200                                               | \$2,213,000              | \$287,000                       | \$2,500,000    |
|                                                                         |                                                      |                          |                                 |                |
|                                                                         |                                                      |                          |                                 |                |
|                                                                         | <b>TOTAL</b>                                         | \$4,452,871.00           | \$581,129.00                    | \$5,034,000.00 |

*\* As calculated at time of report. May be revised higher or lower with updated technical information on the estimated emission reductions.*

## **ATTACHMENT 2**

AB 1012 Resolution

**RESOLUTION NO. 19 - \_\_\_\_\_**

**RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA,  
CALIFORNIA, SUPPORTING IMPLEMENTATION OF AB 1012,  
“TIMELY USE OF FUNDING” REQUIREMENTS FOR PROJECT  
DELIVERY SCHEDULES CMAQ PROGRAM**

**WHEREAS**, AB 1012 has been enacted into State law in part to provide for the “timely use” of Federal and State funding; and

**WHEREAS**, the City of Madera is able to apply for and receive Federal and State funding under Federal transportation legislation; and

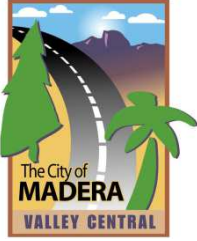
**WHEREAS**, the City of Madera desires to ensure that its projects are delivered in a timely manner to preclude the Madera Region from losing those funds for non-delivery; and

**WHEREAS**, it is understood by the City of Madera that failure for not meeting project delivery dates for any phase of a project may jeopardize Federal or State funding to the Region.

**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 of Madera hereby agrees to ensure that all project delivery deadlines for all project phases will be met or exceeded.
3. The City of Madera understands that failure to meet project delivery deadlines may be deemed as sufficient cause for the Madera County Transportation Commission Policy Board to terminate an agency’s project and reprogram Federal/State funds as deemed necessary.
4. The City of Madera directs its management and engineering staffs to ensure all CMAQ projects are carried out in a timely manner as per the requirements of AB 1012 and the directive of the City Council of the City of Madera.
5. This resolution is effective immediately upon adoption.

\* \* \* \* \*



## REPORT TO CITY COUNCIL

Approved by:

Dino Lawson, Chief of Police

Arnoldo Rodriguez, City Manager

**Council Meeting of:** December 18, 2019

**Agenda Number:** B-7

### SUBJECT:

Consideration of a Resolution approving a contract with Central Valley Forensic Nursing Specialists to provide sexual assault forensic evidence examinations and authorizing the Mayor to execute the contract on the behalf of the City

### RECOMMENDATION:

It is recommended the City Council (Council) approve the attached resolution approving the contract with Central Valley Forensic Nursing Specialists.

### SUMMARY:

The City is currently in a contract with Forensic Nurse Specialists of Central California (FNSCC) to provide evidence examinations on sexual assault investigations. FNSCC has changed their name to Central Valley Forensic Nursing Specialists (CVFNS). The name change is a result of the founder and owner of FNSCC retiring and turning over control to a partner. All staff and services will remain the same with a slight increase in fees.

### DISCUSSION:

CVFNS is a team of registered nurses who have specialized training to handle victims and suspects of sexual assault. CVFNS conducts examinations documenting any physical signs of an assault and collects forensic evidence from their person. CVFNS is a unique service in the Central Valley that has the training and expertise to give expert witness testimony in court proceedings and collects forensic evidence in a court approved manner. There are no other companies that provide this specialized service in the Central Valley.

CVFNS was formally known as FNSCC, which the City contracted with to provide this service. This contract comes before Council to conform to the name change to CVFNS. This contract is similar to the previous contract except for the name change and a slight increase in fee per case which

was previously \$900 and is now \$1,000. Also different in the new contract is a \$50 increase in the “no show or cancellation” fee from \$100 to \$150.

**FINANCIAL IMPACT:**

The fee increase is negligible, and we believe we will be able to absorb this cost in the Police Department’s existing investigative budget.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN:**

The requested action is consistent with the following Vision Strategy:

*Strategy- 406: Community Safety: Reduce the incidence of domestic violence within the community including: child abuse; spousal abuse; crimes against youth and the elderly; and crimes committed by youth.*

**ALTERNATIVES:**

If Council choses to not approve the contract the Police Department will have to meet with the District Attorney and Victim Services to find a feasible alternative.

**ATTACHMENTS:**

1. Resolution- Approving the contract  
Exhibit A- Contract

RESOLUTION NO. 19 \_\_\_\_\_

**CONSIDERATION OF A RESOLUTION APPROVING A CONTRACT WITH CENTRAL VALLEY FORENSIC NURSING SPECIALISTS TO PROVIDE SEXUAL ASSAULT FORENSIC EVIDENCE EXAMINATIONS AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT ON THE BEHALF OF THE CITY**

**WHEREAS**, the City of Madera wishes to contract with the Central Valley Forensic Nursing Specialists (FNSCC) to provide sexual assault forensic evidence examinations; and

**WHEREAS**, the updated agreement was necessitated by the company's recent name change from FNSCC to Central Valley Forensic Nursing Specialists (CVFNS); and

**WHEREAS**, the contract is similar as the previous contract except for the name change and a slight increase in fee per case which was previously \$900 and is now \$1,000. Also different in the new contract is a \$50 increase in the "no show or cancellation" fee from \$100 to \$150.

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

1. The above recitals are true and correct.
2. The Contract with the Central Valley Forensic Nursing Specialists is attached as Exhibit A and incorporated by reference is approved.
3. The Mayor is authorized to execute the contract on behalf of the City of Madera
4. This resolution is effective immediately upon adoption.

\* \* \* \* \*

# **Exhibit “A”**

## **Contract**



**AGREEMENT BETWEEN CITY OF MADERA AND CENTRAL VALLEY FORENSIC  
NURSING SPECIALISTS TO PROVIDE SERVICE TO MADERA POLICE  
DEPARTMENT FOR SEXUAL ASSAULT FORENSIC EVIDENCE**

This Agreement to Provide Service to Madera Police Department for Sexual Assault Forensic Evidence is entered between the Central Valley Forensic Nursing Specialists (CVFNS) and the City of Madera (City).

**RECITALS**

- A. City is in need of services relating to sexual assault forensic evidence.
- B. CVNS is in the business of providing the services relating to sexual assault forensic evidence and represents that it is qualified and holds all necessary licenses and permits to provide such services.

**AGREEMENT**

The parties incorporate the recitals as part of this Agreement and agree as follows:

**GENERAL PROVISIONS:**

- 1. CVFNS agrees to provide forensic evidence collection and examinations of victims of sexual assault and forensic evidence collection from suspects.
- 2. The charge per case, to be paid for by City is \$1,000.00. Suspect exams at the same time as victim exam are \$500.00. Suspect examination after initial victim examination will be \$600.00. Victim “no show or cancelled” after CVFNS nurse is called out will be subject to a \$150.00 “dry run” fee. Additional follow up examination for victims at law enforcement request will be subject to a \$450.00 fee. Expert Witness testimony is a contracted negotiated amount between CVFNS and the District Attorney Office.
- 3. The Madera Police Chief or his Designee is authorized to administer and implement this Agreement.

**SPECIAL PROVISIONS:**

- 1. Term of Agreement shall be November 1, 2019, through June 30, 2020, unless terminated by either party with a 90 day written notice.

2. Law enforcement officers agree to call the 24-hour CVFNS answering service prior to transporting victim to CVFNS examination site located at the Fresno SART Center.
3. CVFNS agrees to collect forensic evidence from sexual assault victims in accordance with OES state protocols by qualified forensic examiners. All examinations will utilize a Cannon Digital Camera for photography when injuries are present. Copies of photographs to be made available to contracting law enforcement agency upon request. Discussion of findings will be provided at the conclusion of the exam.
4. CVFNS agrees to provide competent expert witness testimony in court when subpoenaed to be present.
5. All evidence collected will be relinquished by CVFNS to the police officer ordering the examination at the conclusion of the examination with a completed copy of the OES 923/925/930/950 medical report.
6. CVFNS agrees to make results of and evidence from examination available to law enforcement personnel at any time subsequent to the date of examination upon request.
7. This Agreement is not meant to prohibit law enforcement agency from utilizing the services of other hospitals.
8. Contracted rates will be subject to annual review. New rates will be effective July 1<sup>st</sup> of every year the agreement is in effect. Factors considered in this rate review will include, but are not limited to, prevailing nurse contractor rates, medical supplies, and building lease rates. You will receive notice at least thirty days prior to the new rate taking effect.
9. Insurance and Indemnification. CVFNS agrees to provide insurance as set forth in Exhibit A. CVFNS shall indemnify and hold harmless City and its officers, agents, and employees from, and if requested, shall defend them from and against any and all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual or otherwise) arising from or in any way connected with any: (i) injury or death of a person, including employees of City or CVFNS; (ii) loss or damage to property; (iii) violation of local, state, or federal common law, statute or regulation, including but not limited to privacy or personally identifiable information, health information, disability and labor laws or regulations; (iv) strict liability imposed by any law or regulation; or (v) losses arising from CVFNS's execution of subcontracts not in accordance with the requirements of this Agreement applicable to subcontractors; so long as such injury, violation, loss, or strict liability (as set forth in subsections (i) – (v) above) arises directly or indirectly from CVFNS's performance of this Agreement, including, but not limited to, CVFNS's use of facilities or equipment provided by City or others, regardless of negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the

extent that such indemnity is void or otherwise unenforceable under applicable law, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on CVFNS, its subcontractors, or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against City.

*SIGNATURES ON NEXT PAGE*

City of Madera,  
a California municipal corporation

Central Valley Forensic Nursing Specialists

\_\_\_\_\_  
Andrew Medellin, Mayor

: \_\_\_\_\_  
Heather McCoy, RN, Owner/Director

ATTEST:

By: \_\_\_\_\_  
Alicia Gonzales                      Date  
City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Hilda Cantú Montoy                      Date  
City Attorney

Attachments:    Exhibit 'A' – Insurance Requirements

## **EXHIBIT A**

### **INSURANCE REQUIREMENTS**

#### **a. Insurance Requirements**

- i. CVFNS shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. CVFNS's general liability policies shall be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction projects, an endorsement providing completed operations coverage for the additional insured, ISO form CG 20 37 (or equivalent), is also required.
- ii. Any failure to comply with reporting provisions of the policies by CVFNS shall not affect coverage provided by the City.
- iii. Coverage shall state that CVFNS insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.
- iv. Coverage shall contain a waiver of subrogation in favor of the City.

#### **b. Business Automobile Liability**

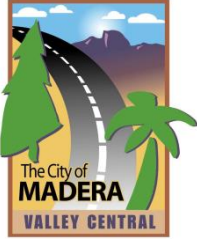
- i. CVFNS shall provide auto liability coverage for owned, non-owned, and hired autos using ISP Business Auto Coverage form CA 00 01 (or equivalent) with a limit of no less than two million dollars (\$2,000,000) per accident.

#### **c. Workers' Compensation and Employers' Liability**

- i. CVFNS shall maintain Workers' Compensation Insurance (Statutory Limits) and Employers' Liability Insurance with limits of at least one million dollars (\$1,000,000). CVFNS shall submit to City, along with the certificate of insurance, a waiver of subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

d. All Coverages

- i. Each insurance policy required by the agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to the City, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.
- ii. All self-insurance, self-insured retentions, and deductibles must be declared and approved by the City.
- iii. Evidence of Insurance – Prior to commencement of work, the CVFNS shall furnish the City with certificates, additional insured endorsements, and waivers of subrogation evidencing compliance with the insurance requirements above. The CVFNS must agree to provide complete, certified copies of all required insurance policies of requested by the City.
- iv. Acceptability of Insurers – Insurance shall be placed with insurers admitted in the State of California with an AM Best rating of A- VII or higher.



## REPORT TO CITY COUNCIL

**Approved by:**

  
\_\_\_\_\_  
Keith Helmuth, P.E., Department Director

  
\_\_\_\_\_  
Arnaldo Rodriguez, City Manager

**Council Meeting of:** December 18, 2019

**Agenda Number:** B-8

**SUBJECT:**

Consideration of a Resolution of the City of Madera Accepting a Portion of the Improvements Required to be Installed in Connection with Varbella Estates I Subdivision and Authorizing the Filing of a Notice of Completion for Such Improvements (Report by Keith Helmuth)

**RECOMMENDATION:**

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

Resolution No. 19-\_\_\_\_\_ which provides:

- a. Accepting a Portion of the Improvements for Varbella Estates I Subdivision.
- b. Authorizing the Filing of the Notice of Acceptance for Said Subdivision Improvements.

**SUMMARY:**

The Varbella Estates I Subdivision is a two-phased residential development located between the streets of Pecan Avenue and Gary Lane and Stadium Avenue and Monterey Street. The Council approved the Final Map on April 4, 2018.

The Subdivider, DMP Development Corporation, A California Corporation, has completed a portion of the off-site public improvements in accordance with the approved Subdivision Agreement and improvement plans. The Subdivider has paid all required fees for the completed improvements. It is recommended that the City Council accept that portion of the improvements that have been completed for the Varbella Estates I Subdivision.

**DISCUSSION:**

The Subdivider, DMP Development Corporation, A California Corporation, has completed most of the public improvements in accordance with the approved Subdivision Agreement and improvement plans. Approval of the proposed resolution will cause acceptance of the following improvements:

1. Reconstruction of outlet structures within the Agajanian Basin located south of the subdivision.

It is appropriate for the City to accept the completed improvements as the basin is complete and ready to accept storm water. Acceptance of a portion of the public improvements required of the Subdivider is permitted by section 10-2.712.3 of the Municipal Code. The Subdivider has not requested final acceptance of other improvements eligible for reimbursement as described within the subdivision agreement. The Subdivider has previously paid all required fees and provided payment and performance bonds sufficient to cover uncompleted work. A warranty bond has not been required for said improvements as the improvements were in place but submerged for several months prior to inspection and approval by staff.

It is noted that the Subdivider has requested that interest be paid on the amount he is due to be reimbursed based on the date he believes a formal request was made for reimbursement. While the City has not historically paid interest, the Subdivision Map Act does include language that would indicate interest might be due and payable under certain circumstances. Given the time frame in which the request for interest payment was received, staff plans to bring this question back to Council at the next meeting to:

- Allow the City Attorney an opportunity to review past practices
- How they correlate to the Subdivision Map Act, and
- How such a reimbursement would be structured in terms of the type of interest paid and when such reimbursement would be triggered.

#### **FINANCIAL IMPACT:**

Acceptance of this subdivision will result in transfer of maintenance and resulting costs from Subdivider to City.

#### **CONSISTENCY WITH THE VISION MADERA 2025 PLAN:**

Acceptance of the improvements for Varbella Estates I is not directly addressed in the vision or action plans; however, the requested action could address the following specific task in the action plan:

*Action 126: Clean, attractive streets: Expand or develop programs to create clean, safe and aesthetically pleasing streets - Current landscape design standards have been adhered to which aid in the establishment of Well-Planned Neighborhoods and Housing.*

#### **ALTERNATIVES:**

If Council does not accept the completed improvements, it would result in the inability to reimburse the Subdivider for said improvements.

#### **ATTACHMENTS:**

1. Resolution  
Exhibit A – Notice of Partial Acceptance

## **Attachment 1**

Resolution



**RESOLUTION NO. 19-\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,  
CALIFORNIA, ACCEPTING A PORTION OF THE IMPROVEMENTS  
REQUIRED TO BE INSTALLED IN CONNECTION WITH VARBELLA ESTATES  
I SUBDIVISION, AND AUTHORIZING THE FILING OF A NOTICE OF PARTIAL  
ACCEPTANCE FOR SUCH IMPROVEMENTS**

**WHEREAS**, the Subdivider, DMP Development Corporation, A California Corporation, has requested acceptance for a portion of the improvements for the Varbella Estates I Subdivision; and

**WHEREAS**, the City Engineer has certified to this Council that a portion of the required improvements for Varbella Estates I Subdivision, have been completed.

**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 Subdivider has completed a portion of improvements for Varbella Estates I Subdivision, within the following right-of ways:
  - Reconstruction of outlet structures within the Agajanian Basin located south of the subdivision.
3. The City Clerk is hereby authorized and directed to record a Notice of Partial Acceptance as required by Section 10-2.712.2 of the Madera Municipal Code.

\* \* \* \* \*

## **Exhibit A**

### Notice of Partial Acceptance

RECORDING REQUESTED BY:

City of Madera

AFTER RECORDING RETURN TO:

City Clerk

City of Madera

205 W. 4th Street

Madera, CA 93637

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

## **NOTICE OF PARTIAL ACCEPTANCE OF SUBDIVISION IMPROVEMENTS**

NOTICE IS HEREBY GIVEN that on December 18, 2019, the City Council of the City of Madera confirmed the satisfactory completion of a portion of the improvements as shown on the plans for Varbella Estates I Subdivision, described as:

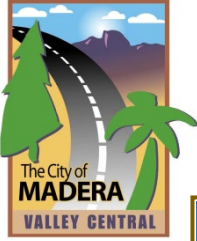
- Reconstruction of outlet structures within the Agajanian Basin located south of the subdivision.

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Alicia Gonzales

City Clerk



## REPORT TO CITY COUNCIL

Groundwater Sustainability Agency

Approved by:

Keith Helmuth, Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: December 18, 2019

Agenda Number: C-1

### SUBJECT:

Public Hearing and Consideration of a Resolution Adopting the Madera Subbasin Groundwater Sustainability Plan (GSP) and Updates to Other On-going Items Associated with the GSP that Includes Cost Sharing and Coordination Agreements Among Groundwater Sustainability Agencies (GSAs)

### RECOMMENDATION:

Staff recommends that the City Council (Council), acting as the GSA:

1. Conduct a public hearing
2. Take the action of adopting a resolution, approving the adoption of the GSP
3. Consider an update regarding the cost sharing and coordination agreements among the agencies

### SUMMARY:

The City of Madera (City) is one of seven agencies that have established a GSA within the boundaries of Madera Groundwater Subbasin pursuant to the 2014 Sustainable Groundwater Management Act (SGMA). Four of those GSAs, including the City, County of Madera (County), Madera Irrigation District (MID), and Madera Water District (MWD), prepared one joint GSP. Physical copies of the GSP and comments received can be reviewed at the City of Madera City Clerk's office at 205 W. Fourth Street or on-line at <https://www.maderacountywater.com/madera-subbasin/>

The GSP has been prepared in compliance with the SGMA, which requires GSAs to achieve groundwater sustainability in a subbasin by 2040. Combined, the GSP GSAs are responsible for approximately 95 percent of the Madera subbasin. Preparation of the GSP was funded primarily through a State grant, complimented by staff and resources from each GSA.

The remaining three GSAs, Gravelly Ford Water District GSA, Root Creek Water District GSA and New Stone Water District GSA, have each prepared individual GSPs, which, when combined with the joint GSP, collectively cover the entire Madera Subbasin as required by SGMA.

## **DISCUSSION:**

The SGMA offered local entities a chance to develop and implement plans to address their prevalent groundwater overdraft conditions. SGMA required the formation of GSAs, often tied to already-established governing boundaries such as the City's or a local irrigation district. The GSAs are required to prepare, adopt and begin implementing the GSP by January 31, 2020.

The purpose of the Joint GSP is to characterize groundwater conditions in the Madera Subbasin, evaluate and report on conditions of overdraft, establish sustainability goals, and to describe programs and management actions the GSAs will implement to achieve sustainable groundwater management by 2040.

The four GSAs will adopt or amend the GSP after public hearings held following the close of the public review comment period which ended on November 11, 2019. Once adopted by all GSAs and approved by the California Department of Water Resources (DWR), the GSP will govern sustainable groundwater management actions within each GSA's jurisdictional boundaries located in the Madera Subbasin. The four GSAs will jointly submit the adopted GSP prior to the regulatory deadline of January 31, 2020 to the DWR for review and approval.

## **Adoption of the GSP**

A fundamental responsibility of each GSA under SGMA is to adopt the GSP relevant to their service area. As the GSP has been jointly prepared by four GSAs, each GSA's governing body must separately adopt the GSP, with adoption required by all four GSAs prior to submittal to the DWR. Submittal to DWR must occur prior to January 31, 2020.

Relevant sections of the California Water Code (CWC) and the California Code of Regulations (CCR), Title 23, Chapter 1.5, Subchapter 2 related to the adoption of a GSP include:

*CWC §10725.4(a) A groundwater sustainability agency may conduct an investigation for the purposes of this part, including, but not limited to, investigations for the following:*

*(2) To prepare and adopt a groundwater sustainability plan and implementing rules and regulations.*

*CWC §10733.4(a) Upon adoption of a groundwater sustainability plan, a groundwater sustainability agency shall submit the groundwater sustainability plan to the department*

*for review pursuant to this chapter.*

*CCR §350.4(e) An Agency shall have the responsibility for adopting a Plan that defines the basin setting and establishes criteria that will maintain or achieve sustainable groundwater management, and the Department shall have the ongoing responsibility to evaluate the adequacy of that Plan and the success of its implementation.*

*CCR §351(y) "Plan implementation" refers to an Agency's exercise of the powers and authorities described in the Act, which commences after an Agency adopts and submits a Plan or Alternative to the Department and begins exercising such powers and authorities.*

*CCR §352.2 Each Plan shall include monitoring protocols adopted by the Agency for data collection and management, as follows:*

As represented in the above citations, the Madera Subbasin GSP, including several actionable items including reporting and monitoring detailed in the GSP, must be adopted by all four GSAs prior to submittal. The GSP cannot be submitted without formal adoption.

### **Coordination Agreement**

Because all seven GSAs did not choose to participate in preparing a Joint GSP, SGMA requires that a GSP Coordination Agreement be prepared. Under SGMA, the purpose of a coordination agreement is to ensure the GSPs within the Madera Subbasin are developed and implemented utilizing the same methodologies or foundational data and to ensure the GSPs affecting a subbasin are appropriately coordinated to achieve sustainable management of the basin and consistent interpretations of the basin setting. The methodologies or foundational data included within individual GSPs include but are not necessarily limited to groundwater elevation data, groundwater extraction data, surface water supply, total water use, changes in groundwater storage, subbasin water budgets, and subbasin sustainable yield.

The agreement, as drafted, does not seek to add any provisions that are not specifically already included within SGMA.

At the time this staff report was completed, the language within the Coordination Agreement had not been fully approved by all seven GSAs. It is hoped that an agreement can be executed prior to January 31, 2019 as SGMA requires all GSAs within a subbasin have such an agreement or risk being out of compliance and subject to possible unwanted measures being placed on the Madera Subbasin that can include adjudication of the basin. If the State were to take such actions, it is possible that the ability to make decisions regarding groundwater would be taken from local authorities and placed in the hands of staff with the State.

The most recent draft of this agreement is included as Attachment 2.

Staff has participated in the preparation of this agreement. It is fully anticipated that staff will recommend approval of the agreement when it is brought to Council at an upcoming meeting.

### **Cost Sharing Agreement**

The Cost Sharing Agreement has been prepared with the intent to allocate costs related to the preparation of annual reports, Data Management System (DMS) and other activities to the four GSAs that jointly prepared the GSP.

As currently drafted, the agreement assumes an equal split in costs. At this time, it is unclear as to what the value of these costs will be as many of them are only now becoming clear. At present, various cost components include:

- Annual Report – \$22,000 (Current estimate for GSP is \$84,000 to be divided four ways),
- DMS - \$9,500 setup/\$900 annual maintenance (Initial estimated cost of setup \$132,000 with an estimated annual maintenance cost of \$12,400. Costs will be split between the Madera and Chowchilla subbasins and then divided to the seven GSAs within the Madera subbasin. Negotiations are forthcoming with DMS consultant with cost varying based on the features ultimately selected.
- Point of Contact – The seven GSAs through various representatives to each GSA have agreed that a single point of contact should exist between the State and GSAs. An as yet determined cost will be associated with this consultant.

Because a reasonable argument can be made that the bulk of the cost for the first year, maybe two, can be attributed to pulling together the various components that each GSA would be required to do individually if they had not chosen to participate in this GSP process, but such assumptions cannot be assured in future years, staff is proposing additional language be included. The language would indicate that the City GSA agrees to the current equal distribution of costs but request the agreement contain a provision that allows for review of costs after two years for the purposes of confirming that costs going forward are being assessed based on an understanding of where the costs are being accrued.

In addition to shared costs, the City will also accrue additional internal City only costs solely generated by staff or consultants in their efforts to provide data necessary for inclusion into the Annual report or DMS. It is currently believed that much, but not all, of that data is already generated by the City which may indicate minimal internal City costs.

Assuming the estimates seen above remain substantially similar to what has been presented herein, staff would recommend use of Water Utility Fund, 2020380 under the Capital Improvement Program Project W-STDY-1. W-STDY-1 (Water Feasibility & New Water Supply) is considered appropriate for funding this as the GSP is directly related to ensuring future water supplies, not just for the City but the entire Madera Subbasin. It also represents a reasonable funding source in the sense that the costs will be assigned to beneficial users based on the amount of water being used on a volumetric basis as determined by water meters associated

with each user.

Like the Coordination Agreement, at the time this staff report was completed the language within the Cost Sharing Agreement had not been approved by all four GSAs that are a party to it.

**FINANCIAL IMPACT:**

There is no fiscal impact to the City's General Fund related to adoption of the GSP. Costs associated with the GSP annual reports, Data Management System (DMS) and other activities will be presented later as part of the Cost Sharing Agreement at a minimum. The Coordination agreement may also contain provisions associated with sharing of costs for the Point of Contact.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN:**

The recommended action supports the Well-Planned Community Vision Statement. "Sound planning helps Madera celebrate its past, balance its present with available resources and infrastructure and anticipate its future with coordinated planning and interagency cooperation guided by a shared vision." Where Strategy 434 is directly related: "Ensure continued water supplies to meet the demands of all Madeirans through innovative reclamation, conservation and education on water-use."

**ALTERNATIVES:**

Not adopt the GSP – To do so may result in the inability to submit the GSP by January 31, 2019 and possible determination by the State that the Madera Subbasin is subject to measure that might include adjudication of the subbasin.

**ATTACHMENTS:**

1. Resolution  
Exhibit A – Groundwater Sustainability Plan (Incorporated as reference.)
2. Draft Coordination Agreement  
Exhibit A - List of GSA Representatives  
Exhibit B - Individual Water Budgets
3. Cost Sharing Agreement (Memorandum of Understanding with Respect to the Cost Sharing in the Implementation of the Madera Subbasin Groundwater Sustainability Plan)



**Attachment 1**  
Resolution

**RESOLUTION NO. 19-**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,  
CALIFORNIA, ADOPTING THE MADERA SUBBASIN GROUNDWATER  
SUSTAINABILITY PLAN**

**WHEREAS**, the Sustainable Groundwater Management Act of 2014, Water Code sections 10720-10737.8 ("SGMA") was signed into law on September 16, 2014; and

**WHEREAS**, SGMA requires that each groundwater basin be managed by a Groundwater Sustainability Agency ("GSA"), or multiple GSAs, and that such management be pursuant to an approved Groundwater Sustainability Plan ("GSP"), or multiple GSPs; and

**WHEREAS**, on August 17, 2016, the City Council (Council) elected to form a GSA under SGMA making it one of seven GSAs within the Madera Subbasin; and

**WHEREAS**, pursuant to Water Code section 10727, SGMA requires that a Groundwater Sustainability Plan ("GSP"), or multiple GSPs, be developed and implemented by January 31, 2020 for each high-priority basin; and,

**WHEREAS**, the City of Madera GSA, the Madera County GSA, the Madera Irrigation District GSA, and Madera Water District GSA have collaboratively prepared a joint GSP for the Madera Subbasin in accordance with Water Code section 10727.2 to include all the components required by SGMA; and

**WHEREAS**, the Madera County GSA, on behalf of City of Madera, Madera Irrigation District and Madera Water District, gave notice on August 20, 2019, pursuant to Water Code section 10728.4, to affected cities and counties regarding the intent of the GSAs to each adopt the GSP; and

**WHEREAS**, the City of Madera GSA published a notice on December 7, 2019 in the Madera Tribune, a newspaper of general circulation in the City of Madera and the Madera Subbasin, giving notice that a public hearing (Hearing) would be held on December 18, 2019 for the purpose of considering adoption of a GSP for its portion of the Madera Groundwater Subbasin; and,

**WHEREAS**, upon adoption of a GSP, Water Code section 10733.4 requires that the GSP be submitted to DWR for review.

**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 Madera Subbasin Groundwater

Sustainability Plan (“GSP”), a copy of which is attached hereto as Exhibit A and incorporated as reference.

3. The City Engineer is hereby authorized and directed to timely provide notification of this approval and adoption to DWR, including a copy of this Resolution, the approved GSP, and any additional information required by law.
4. This resolution is effective immediately upon adoption.

\* \* \* \* \*

**Attachment 2**

Draft Madera Subasin Coordination Agreement

## **MADERA SUBBASIN COORDINATION AGREEMENT**

THIS MADERA SUBBASIN COORDINATION AGREEMENT (“Agreement”) is entered into the \_\_\_\_ day of December 2019 (the “Effective Date”), by and between the Groundwater Sustainability Agencies of the COUNTY OF MADERA (“COUNTY”), the CITY OF MADERA (“CITY”), the MADERA IRRIGATION DISTRICT (“MID”), the ROOT CREEK WATER DISTRICT (“RCWD”), the MADERA WATER DISTRICT (“MWD”), the GRAVELLY FORD WATER DISTRICT (“GFWD”), and the NEW STONE WATER DISTRICT (“NSWD”), collectively hereinafter referred to as the “Parties,” or individually as a “Party.”

### **RECITALS**

A. WHEREAS, on September 16, 2014, the Governor of the State of California signed the Sustainable Groundwater Management Act (“SGMA”) into law, consisting of Senate Bills 1168 and 1319, and Assembly Bill 1739 collectively, codified at Water Code sections 10720, *et seq.*; and

B. WHEREAS, each Party overlies the Madera Groundwater Subbasin (“Madera Subbasin”), which is defined by the California Department of Water Resources (“DWR”) in Bulletin 118 as Basin Number 5-22.06, and may be modified from time to time in accordance with Water Code section 10722.2; and

C. WHEREAS, the Madera Subbasin has been designated by DWR as a high-priority basin in a state of “critical overdraft”; and

D. WHEREAS, SGMA requires that California groundwater basins and subbasins be managed by a Groundwater Sustainability Agency (“GSA”) or multiple GSAs, and that such management be implemented pursuant to an approved Groundwater Sustainability Plan (“GSP”), or multiple coordinated GSPs; and

E. WHEREAS, County, City, MID and MWD have developed one GSP; RCWD has developed one GSP; GFWD has developed one GSP; and NSWD has developed one GSP, such that the Madera Subbasin is governed by four separate GSPs; and

F. WHEREAS, the Madera Subbasin has no adjudicated areas or areas covered by an Alternative to a GSP as described in Water Code Section 10733.6; and

G. WHEREAS, SGMA requires GSAs in all subbasins that are managed by more than one GSP to enter into a coordination agreement to coordinate the multiple GSPs to sustainably manage the subbasin; and

H. WHEREAS, Title 23 of the Code of California Regulations outlines the requirements for this Agreement and requires the Parties to include a copy of this signed Agreement as part of their GSP; and

I. WHEREAS, the Parties developed and are utilizing the same foundational Madera Subbasin data and analysis methodologies as the basis for each GSP to assure the GSPs are developed, and will be implemented, using the same data and methods.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein and these Recitals, which are hereby incorporated herein by this reference, it is agreed by and among the Parties as follows:

## **SECTION 1 - PURPOSE**

### **1.1 Compliance with SGMA**

The purpose of this Agreement is to comply with SGMA's GSP coordination agreement requirement. Under SGMA, the purpose of a coordination agreement is to ensure the GSPs within the Madera Subbasin are developed and implemented utilizing the same methodologies and foundational data and to ensure the GSPs affecting a basin are appropriately coordinated to achieve sustainable management of the basin and consistent interpretations of the basin setting. Such methodologies and/or foundational data includes, without limitation, groundwater elevation data, groundwater extraction data, surface water supply, total water use, changes in groundwater storage, subbasin water budgets, and subbasin sustainable yield as required by SGMA and associated regulations.

To support SGMA's GSP coordination requirement, this Agreement describes the responsibilities of each Party for meeting the terms of this Agreement, the procedures for the exchange of information between the Parties and the procedures for resolving conflicts between the Parties.

The Parties also desire to set forth the information necessary to show how the implementation of the four GSPs in the Madera Subbasin will satisfy the requirements of SGMA and are in substantial compliance with the regulations adopted thereunder.

This Agreement shall remain in effect until December 31, 2024 unless terminated earlier by the Parties as provided herein.

## **SECTION 2 – DEFINITIONS**

2.1 "Agreement" shall mean this Madera Subbasin Coordination Agreement, which is entered into pursuant to and intended to be consistent with Water Code section 10727.6 and 23 CCR Section 357.4.

2.2 "Coordinated Plan Expenses" shall mean any expenses incurred by the Point of Contact for purposes of its duties under this Agreement.

2.3 "Coordination Workgroup" shall mean the workgroup of GSA Representatives established pursuant to this Agreement.

2.4 “GSA” shall mean a Groundwater Sustainability Agency established in accordance with SGMA and “GSAs” shall mean more than one such Groundwater Sustainability Agency.

2.5 “GSA Representative” and its plural forms as appropriate shall mean a member of the Coordination Workgroup selected by a GSA to represent such GSA in accordance with Section 5.1.2 – 5.1.4 of this Agreement. The names of each initial GSA Representative appointed by each GSA (the “GSA Representative List”) is set forth on Exhibit A to this Agreement.

2.6 “GSA Alternate Representative” and its plural forms shall mean an alternate member of the Coordination Workgroup selected by a GSA to represent such GSA in accordance with Section 5.1.2-5.1.4 of this Agreement. A GSA Alternate Representative shall serve in the absence of the respective GSA Representative and shall be entitled to cast the vote for the GSA only in the absence of that GSA’s GSA Representative. A list of the names of each GSA Alternate Representative appointed by each GSA is set forth on the GSA Representative List.

2.7 “GSP” shall mean a Groundwater Sustainability Plan adopted by one or more GSAs for the Madera Subbasin and “GSPs” shall mean more than one such Groundwater Sustainability Plan.

2.8 “Point of Contact” shall mean an entity or individual, appointed at the pleasure of the Coordination Workgroup to serve as the Madera Subbasin’s point of contact with the Department of Water Resources pursuant to 23 CCR 357.4(b)(1). The initial Point of Contact shall be Davids Engineering.

2.9 “SGMA” shall mean the Sustainable Groundwater Management Act, as amended from time to time, commencing at Water Code section 10720, together with its implementing regulations, set forth at Title 23, California Code of Regulations, Division 2, Chapter 1.5, Subchapter 2.

2.10 “Withdrawal” means withdrawal by a Party from this Agreement.

## **SECTION 3 – GENERAL GUIDELINES**

### **3.1 Responsibilities of the Parties**

#### **3.1.1 Obligation to Coordinate**

The Parties to this Agreement agree to work collaboratively to coordinate the GSPs as provided in this Agreement and to meet the objectives of SGMA for the Madera Subbasin. Each Party to this Agreement is a GSA and acknowledges that (i) it is bound by the terms of this Agreement, and (ii) that it intends to implement the projects and demand management actions within its jurisdictional area in accordance with the GSP governing such GSA, as may be amended from time to time, or as needed to meet the requirements of SGMA.

#### **3.1.2 Submissions to Point of Contact**

(a) Each Party shall provide its GSP to the Point of Contact no later than three business days before it is due to DWR and authorizes the Point of Contact to submit such GSP to DWR.

(b) After adoption of the GSPs, each Party shall provide its Annual Report as required by 23 CCR Section 356.2 in writing to the Point of Contact on or before March 20 for each year beginning March 20, 2020, through the expiration of this Agreement.

(c) The Annual Report shall include the information required by 23 CCR Section 356.2 and any other information required by DWR by regulation.

(d) If, based on the Annual Reports, the Point of Contact believes a cumulative negative balance exists between the completed projects and the planned projects for any GSA(s), within 10 business days the Point of Contact shall submit the issue to the Coordination Workgroup for review. If the Coordination Workgroup or any Party believes the cumulative negative balance conflicts with one or more GSPs or triggers the Minimum Thresholds in one or more of the GSPs, the Parties shall follow the Procedures for Resolving Conflicts described in Section 15 of this Agreement.

### 3.1.3 Obligations Outside of Agreement

(a) Representation on Coordination Workgroup. Each Party understands its participation, as more fully set forth in Section 5 of this Agreement, is based on representation through and by a single GSA Representative and a single GSA Alternate Representative for each Party. It is the responsibility and obligation of each Party under this Agreement to develop its own arrangements for how its respective GSA Representative and Alternate Representative are selected.

(b) Representatives. The Coordination Workgroup and its members shall have no requirement to recognize a decision or representation from any Party to this Agreement other than through such GSA's designated GSA Representative(s). For purposes of this Agreement, it is assumed the GSA Representatives have been duly authorized by the Parties to participate as described herein.

(c) GSA Designation of Representative and Alternate Representative. By signing this Agreement, each Party commits to provide written documentation to the Point of Contact and the other members of the Coordination Workgroup of the authorization of its GSA Representative(s). However, the Point of Contact shall not be obligated to evaluate or provide an opinion on the legal sufficiency of the documentation. Upon receipt of such documentation from a GSA showing a change in the GSA Representative or the GSA Alternate Representative, in accordance with Section 5.1.2 below, the Point of Contact shall update Exhibit A to reflect the then-current list of GSA Representatives or GSA Alternate Representatives and provide a copy of such updated Exhibit A to each GSA that is a Party to this Agreement.



#### 3.1.4 Implementation of Individual GSPs

Nothing in this Agreement shall be interpreted to give any GSA the right or obligation to implement a GSP adopted by another GSA for the basin. The sole purpose of this Agreement is to provide for the coordination of the GSPs for the Madera Subbasin pursuant to 13 CCR Section 357.4, which requires a coordination agreement that meets the requirements of such Section 357.4.

### SECTION 4 – FINANCIAL MATTERS

#### 4.1 Coordination Expenses

Except as expressly set forth in this Agreement, each Party shall bear its own costs associated with activities performed under this Agreement. No Party shall incur debts, liabilities, or obligations on behalf of any other Party.

#### 4.2 Contracting for Services

Each of the Parties shall contract with the Point of Contact in their respective capacities as individual GSAs. Nothing in this Agreement shall be construed as to create a fiscal agent relationship between the Parties, or between the Parties and the Point of Contact, or any other individuals or entities.

#### 4.3 Point of Contact Coordinated Plan Expenses

The Parties agree that all fees or costs for the Point of Contact's services for Coordinated Plan Expenses shall be allocated by the Point of Contact among the Parties based on the following guidelines:

4.3.1 Questions to/from DWR and the Point of Contact regarding a specific GSP shall be allocated to the Parties who adopted such GSP. By way of example only, if there is a question from DWR regarding the content of GFWD's GSP, then all fees or expenses associated with such question/answer shall be the sole responsibility of GFWD. Similarly, if there is a question from DWR regarding the content of the GSP adopted by County, City, MID and MWD, all fees or expenses associated with such question/answer shall be the responsibility of those four Parties to be allocated by such four Parties as determined by such Parties

4.3.2 General Questions regarding the Madera Subbasin to/from (i) DWR and the Point of Contact or (ii) the Point of Contact and the Parties shall be shared evenly among the Parties, i.e., each Party shall pay one-seventh of such expense.

4.3.3 Questions to/from DWR and the Point of Contact regarding the coordination of the GSPs shall be allocated four ways with the Party(ies) adopting the GSPs each paying one-fourth of such expense (recognizing that County, City, MID and MWD will share the one-fourth associated with their joint GSP).

4.3.4 With respect to the Data Management System ("DMS") required by SGMA, each Party agrees to pay one-seventh of the cost of the data management system for the

Madera Subbasin. For purposes of clarification only, the Parties acknowledge the expenses associated with the DMS may be shared equally with the Chowchilla Subbasin and that, in such situation, each Party to this Agreement shall pay one-seventh of the one-half share associated with the Madera Subbasin.

4.4 Other Cost-Sharing Arrangements. If the Parties agree to perform activities that involve a financial obligation other than as set forth above, the Parties shall agree to a written cost-sharing arrangement (“Cost Sharing Agreement”) as a part of approving and undertaking such activity. Unless a Party has agreed to be bound by a Cost Sharing Agreement, such Party shall have no obligation for the financial obligations described in such Cost Sharing Agreement.

## **SECTION 5 – RESPONSIBILITIES FOR KEY FUNCTIONS**

### **5.1 Coordination Workgroup**

5.1.1 The Parties agree to establish a Coordination Workgroup to provide a forum for the Parties to coordinate the GSPs for the basin and satisfy the coordination obligation of SGMA. The Coordination Workgroup will replace the Coordination Workgroup created under that certain Madera Subbasin Coordination Committee Charter dated March 22, 2019 (the “Charter”) originally entered in by each of the Parties except NSW and recognizing GFWD and RCWD subsequently withdrew therefrom. The Charter shall be terminated by a separate agreement entered into by the parties to such Agreement upon execution of this Agreement by all of the Parties. Further, the Parties acknowledge that certain Memorandum of Understanding With Respect to the Preparation of a Groundwater Sustainability Plan Within the Madera Subbasin dated November 1, 2017 will expire on its own terms when the GSPs are adopted by the respective Parties.

5.1.2 The Coordination Workgroup will consist of the GSA Representatives identified on Exhibit A, attached hereto and incorporated herein by reference, and as may be modified from time to time pursuant to Section 13 of this Agreement. Pursuant to Section 3.1.2 above, each GSA shall be entitled to one GSA Representative and one Alternate GSA Representative. A GSA Alternate Representative shall only be authorized to act in the absence of the GSA Representative for such Party.

5.1.3 Individuals serving as GSA Representatives and Alternate Representatives shall be selected by each respective GSA in the sole discretion of such GSA. Such appointments shall be effective upon the GSA providing written notice to the Point of Contact of such appointment.

5.1.4 The Coordination Workgroup will recognize each GSA Representative and GSA Alternate Representative until such time as a GSA provides written notice of removal and replacement to the Point of Contact. Each GSA shall promptly fill any vacancy created by the removal of such Representative or Alternate Representative so that each GSA shall have a validly designated Representative and Alternate Representative during the entire term of this Agreement.

5.1.5. Meeting notes of the Coordination Workgroup will be prepared and maintained by the Point of Contact as set forth in Section 5.5.5.

5.1.6. The Coordination Workgroup is not a legal entity with the power to sue or be sued, to enter into contracts, or to enjoy the benefits or accept the obligations of a legal entity.

5.2. Designation of Point of Contact

The Parties agree Davids Engineering shall be the Point of Contact with the Department of Water Resources for the Madera Subbasin, as well as each of the GSPs and Parties for purposes of their respective GSPs. In the event of the removal of or resignation by the Point of Contact, the Parties shall appoint a new Point of Contact.

(a) The Point of Contact shall have no authority to manage each individual GSP for the Madera Subbasin. Instead, the Point of Contact shall be responsible for submitting the GSPs for the Madera Subbasin after they have been uploaded by the GSAs, submitting this Agreement, submitting the Annual Reports required under SGMA and communicating with DWR with respect to the GSPs.

(b) The Point of Contact shall manage and maintain an “Interested Parties” list for the Madera Subbasin.

(c) The Point of Contact shall request meetings of the Coordination Workgroup on an as needed basis and shall attend the Annual Meeting of the Coordination Workgroup as defined below, to meet and discuss the status of the respective GSPs or to respond to any questions or concerns expressed by DWR to the Point of Contact.

(d) The Parties agree to provide the Point of Contact with copies of its respective GSP and any subsequent amendments within 10 business days after the adoption of any amendment to a GSP, supporting information for any GSP, Annual Reports, and monitoring data. Notwithstanding the foregoing, in no event shall such GSP, Annual Report or other information be provided to the Point of Contact any later than three days prior to the deadline for such amendment, supporting information, or Annual Report.

(e) The Point of Contact has no authority to represent the Coordination Workgroup with respect to any matter not designated by this Agreement without specific authority from the Parties. The Point of Contact shall disclose all substantive communications s/he transmits and receives in his/her capacity as Point of Contact for the Madera Subbasin, whether such communication is from the State Water Resources Control Board, the Department of Water Resources or another person or agency, to each member of the Coordination Workgroup, whether such communication is by email, facsimile or any other communication method in a timely manner. If the Point of Contact receives any substantive or material questions regarding the Madera Subbasin from a third party, whether such party is a natural person, State public agency or local public

agency, the Point of Contact shall not provide a response unless and until the Point of Contact has consulted with the Coordination Workgroup.

(f) If there is a lack of consensus on an issue amongst the GSAs in the Madera Subbasin with respect to a question or inquiry from DWR, the Point of Contact shall convey the positions of each GSA within the basin to DWR, regardless of the Point of Contact's agreement on the positions and policies of any GSA.

### 5.3 Coordination Workgroup Authorized Actions and Limitations

#### 5.3.1 Authorized Actions

The Coordination Workgroup is authorized to meet and discuss the following enumerated items:

(a) The Coordination Workgroup shall review those matters brought to the attention of the Coordination Workgroup by the Point of Contact or another GSA with respect to the Madera Subbasin. If inconsistencies are identified in the representation of the Madera Subbasin foundational data among the GSPs, the Coordination Workgroup shall meet and discuss the identified inconsistencies, and provide a recommendation to the Parties for resolution of the inconsistencies after attempting to obtain unanimous consent pursuant to Section 5.6.3 of this Agreement.

(b) Once the GSPs for the Madera Subbasin have been submitted to and approved by DWR, the Coordination Workgroup shall review and update the subbasin foundational data as needed, review the Annual Report and five-year assessment of the GSPs and recommend any needed revisions to this Agreement. The Coordination Workgroup may also provide review and assistance with coordinated projects and programs if requested by the affected GSAs.

(c) Each Member of the Coordination Workgroup shall review and recommend approval to their respective GSAs of any work plans recommended by the Coordination Workgroup and review and recommend approval to their respective GSAs any annual estimates of Coordinated Plan Expenses presented by the Point of Contact and any updates to such estimates; provided, that such estimates or updates with supporting documentation shall be circulated to all Parties for comment at least 30 days in advance of the meeting at which the Coordination Workgroup will review the annual estimate.

(d) The Coordination Workgroup shall take action to appropriately direct the Point of Contact in the performance of his/her duties under SGMA.

(e) The Coordination Workgroup may recommend one or more projects or management actions to be considered for the basin, but no GSA shall be obligated to implement such action.

(f) The Coordination Workgroup may discuss and recommend approval to their respective GSAs to change the designated Point of Contact to another person or entity.

#### 5.3.2 Limitations

When the terms of this Agreement or applicable law require the approval of a Party, that approval shall be required to be in writing as provided in Section 6.1 of this Agreement.

#### 5.4 Sub-workgroups

The Coordination Workgroup may appoint sub-workgroups, such as a technical ad-hoc workgroup (“Technical Ad-Hoc Workgroup”), or otherwise respond to or direct the Point of Contact. Such sub-workgroups may include qualified individuals possessing the knowledge and expertise to advance the goal of coordinating the GSPs for the Madera Subbasin, whether or not such individuals are GSA Representatives or Alternate Representatives. Tasks assigned to sub-workgroups or staff made available by one or more Parties may include making recommendations to the Parties concerning developing technical data, supporting information, and/or recommendations on various matters.

#### 5.5 Coordination Workgroup Meetings

##### 5.5.1 Timing

Any two GSA Representatives, or the Point of Contact, may call meetings of the Coordination Workgroup as needed to carry out the activities described in this Agreement. There shall be at least one meeting of the Coordination Workgroup per year and, unless the Parties agree otherwise, such meeting (the “Annual Meeting”) shall be at 10 a.m. on the second Thursday in February commencing in February 2020.

##### 5.5.2 Agenda

No later than 20 days before the Annual Meeting, each Party shall submit to the Point of Contact those topics a Party wishes to discuss with the Coordination Workgroup at the Annual Meeting. The Point of Contact shall then prepare and distribute the Agenda to the GSA Representatives and Alternative Representatives at least 10 days before the Annual Meeting.

##### 5.5.2 Quorum

A majority of the GSA Representatives listed on Exhibit A shall constitute a quorum of the Coordination Workgroup for the Annual Meeting; provided, that at least one GSA Representative from every GSA must be present at a meeting for any Coordination Workgroup vote on a matter described in section 5.3.1 to take place. The GSA Alternate Representative(s) of each GSA shall be counted towards a quorum and as the representative(s) in the absence of the GSA Representative for which the GSA Alternate has been appointed. If less than a quorum is present, GSA Representatives and Alternate Representatives present may, by majority vote, elect (i) to hear reports and discuss items

on the agenda before the Coordination Committee, but no action may be taken, or (ii) reschedule the meeting.

#### 5.5.4 Open Attendance

Members of the public, stakeholders, and representatives of the Parties who are not appointed as GSA Representatives may attend all meetings of the Coordination Workgroup, and shall be provided with an opportunity to comment on matters on the meeting agenda. The Point of Contact should provide notice of all Coordination Workgroup meetings to the Interested Parties List for the Madera Subbasin.

#### 5.5.5 Meeting Notes

All notes for meetings and telephone calls between the Point of Contact and DWR shall be taken and maintained by the Point of Contact and, once such notes are approved by the Point of Contact, shall be made available by the Point of Contact to the members of the Coordination Workgroup. All minutes for meetings of the Coordination Workgroup shall be maintained by the Point of Contact and, after they have been approved by those members of the Coordination Workgroup who attended the meeting, provided to each Party.

#### 5.6 Voting by Coordination Workgroup

5.6.1. In the event a vote of the Coordination Workgroup is necessary, each GSA Representative shall be entitled to one vote for the Coordination Workgroup. It shall be up to each Party to determine how the vote of its GSA Representative (or, if applicable, GSA Alternate Representative) will be cast.

#### 5.7 Rules of Order

Unless otherwise provided for in this Agreement, meetings of the Coordination Workgroup shall be conducted by Rosenberg's Rules of Order.

### **SECTION 6 – APPROVAL BY INDIVIDUAL PARTIES**

#### 6.1 Written Approvals

Where the law or this Agreement require separate written approval by each of the Parties, such approval shall be evidenced in writing by providing a copy of the resolution, motion, or minutes of their respective GSA Boards of Directors to the Point of Contact. The Point of Contact shall notify the Coordination Workgroup and the affected GSA of any missing approvals.

### **SECTION 7 – EXCHANGE OF DATA AND INFORMATION**

#### 7.1 Exchange of Information

The Parties acknowledge and recognize the Parties will need to exchange information amongst and between the Parties in order to coordinate the GSPs and sustainably manage the Madera Subbasin.

## **7.2 Procedure for Exchange of Information**

7.2.1 The Parties shall exchange public and non-privileged information through collaboration and/or informal requests made at the Coordination Workgroup level. However, to the extent it is necessary to make a written request for information to another Party, such written request shall be made to the applicable GSA Representative. Requests may be communicated in writing and transmitted in person, by mail, facsimile machine, or other electronic means to the appropriate GSA Representative. The GSA Representative shall respond in a reasonably timely manner.

7.2.2 Nothing in this Agreement shall be construed to prohibit any Party from voluntarily exchanging information with any other Party by any other mechanism separate from the Coordination Workgroup.

7.2.3 The Parties agree each GSA shall provide the foundational data required to develop the Subbasin-wide coordinated water budget, but any personal information included in a report or record pursuant to this Section 7 has the same protection from disclosure as is provided for information concerning utility customers of local agencies pursuant to Section 6254.16 of the Government Code.

7.2.4 To the extent a Party receives a court order, subpoena, or the California Public Records Act which is applicable to such Party and the information sought from such Party was provided by another Party, the responding Party shall notify each other Party in writing of its proposed release of information in its possession in order to provide the other Parties with the opportunity to seek a court order preventing such release of information in responding to a request made pursuant to that Act for release of information exchanged from another Party, prior to responding to any such request for records.

## **SECTION 8 – METHODOLOGIES AND ASSUMPTIONS**

### **8.1 SGMA Coordination Requirements**

Pursuant to SGMA, a purpose of a coordination agreement is to ensure the individual GSPs for a basin or Subbasin utilize the same foundational data or methodologies for gathering information and developing the methods used to determine: 1) groundwater elevation in wells; 2) groundwater extraction data; 3) surface water supply; 4) total water use; 5) changes in groundwater storage; 6) subbasin water budgets; and 7) subbasin sustainable yield.

### **8.2 Coordination During GSP Development**

During development of the GSPs, the Parties agreed to use agreed-upon methodologies or foundational data to develop assumptions about 1) groundwater elevation; 2) groundwater extraction data; 3) surface water supply; 4) total water use; 5) changes in groundwater storage; 6)

subbasin water budgets; and 7) subbasin sustainable yield. This development has been facilitated through a prior coordination workgroup and, after execution of this Agreement, will be facilitated through the Coordination Workgroup, the Technical Ad-Hoc Workgroup (if any), or a different workgroup of the technical staff provided by all of the Parties.

The “Data Collection and Analysis” used by each of the GSPs is summarized in a report by Davids Engineering Inc. and Luhdorff & Scalmanini dated July 2017. The method identified within that report is the method used within the Madera Subbasin for the determinations listed in Section 8.1. The “Draft Preliminary Basin Boundary Water Budget,” developed by Davids Engineering Inc. and Luhdorff & Scalmanini dated February 2018 proposed the draft Madera Subbasin water budget. The “Data Collection and Analysis” and the “Draft Preliminary Basin Boundary Water Budget” are referred to collectively as the “GSP Foundational Data Documents.”

Each of the Parties executing this Agreement represents and warrants to each of the other Parties that the GSP Foundational Data Documents were used and applied to that GSP adopted by such Party.<sup>1</sup> Each GSA’s water budget information is described more particularly on Exhibit B to this Agreement (the “Individual Water Budgets”).

If the Coordination Workgroup unanimously agrees the GSP Foundational Data Documents should be revised or supplemented and adopts new Foundational Data Documents, each GSA will revise their applicable GSP to adopt such new Foundational Data Documents.

### 8.3 Technical Memoranda Required

The foundational data and methodologies for assumptions described in Water Code Section 10727.6 and 23 CCR Section 357.4, to prepare coordinated plans have been set forth in the GSP Foundational Data Documents, and have been further vetted and discussed by the Parties for use in each GSP.

## **SECTION 9 – MONITORING NETWORK**

### 9.1 Development of Monitoring Network

In accordance with SGMA, each of the GSPs adopted for the Madera Subbasin includes a description of a monitoring network for that GSP. The purpose of each monitoring network shall be to facilitate the collection of data in order to further characterize groundwater and related surface water conditions in the Madera Subbasin and evaluate changing conditions that occur from implementation of the individual GSPs. Each GSP also describes the monitoring network’s objectives for that portion of the Madera Subbasin monitored pursuant to a GSP, including an explanation of network development and implementation to monitor groundwater and related surface conditions, and the interconnection of surface water and groundwater.

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<sup>1</sup> The Parties recognize there are certain non-significant variances in the calculations of the impact of various sources of recharge and intend to develop further data or information through the DMS to further narrow such variances. Such additional data will help to refine, prove or disprove models and/or presumptions included in the respective GSPs.



## 9.2 Provision of Data

Each GSA shall provide the Coordination Workgroup copies of all relevant data and information for their respective representative monitoring sites established in accordance with 23 CCR Section 354.36, as amended from time to time, including but not limited to: (1) surface water deliveries, (2) groundwater production, and (3) land uses.

## **SECTION 10 – COORDINATED WATER BUDGET**

### 10.1 Preparation

In accordance with SGMA, the Parties agreed upon a single coordinated Madera Subbasin-wide water budget for the Madera Subbasin for use in the respective GSP in which each of the Parties hereto are participating. The Madera Subbasin-wide water budget includes providing an estimate of the total annual volume of groundwater and surface water entering and leaving the Madera Subbasin, including historical, current and projected water budget conditions, and the change in the volume of water stored and the sustainable yield of the entire Madera Subbasin.

The water budget for each of the Parties is described in the Individual Water Budgets. Each Party understand these estimates were completed using best available science and data. Where data gaps exist, the Parties intend to conduct the work necessary to substantiate or improve the estimations and assumptions developed for determining the Individual Water Budgets. Each of the Parties agrees that nothing in this Agreement or in any GSP adopted by a Party determines or alters surface water rights or groundwater rights under common law or any provision of law that determine or grants surface water rights.

### 10.2 Best Available Information and Science

During the term of this Agreement and to the extent feasible, the Parties will consider the best available information and best available science to further quantify the subbasin-wide water budget for the Madera Subbasin in order to provide an understanding of historical and projected hydrology, water demand, water supply, land use, population, climate change, sea level rise, groundwater and surface water interaction, and subsurface groundwater flow.

## **SECTION 11 – COORDINATED DATA MANAGEMENT SYSTEM**

### 11.1 Coordinated Data Management System

The Parties will develop and maintain a coordinated data management system that is capable of storing and reporting information from each GSP's monitoring network system relevant to the reporting requirements and/or implementation of the GSPs and monitoring network of the Madera Subbasin.

### 11.2 Separate Data Management Systems

The Parties acknowledge each GSP provides for a separate data management system. Each separate data management system developed for each GSP will store information related to

implementation of each individual GSP, monitoring network data and monitoring sites requirements, and GSP-specific water budget data requirements. Each data management system will be capable of reporting all pertinent information to the Coordination Workgroup. After providing the Coordination Workgroup with data from the individual GSPs, the Coordination Workgroup will ensure the data is stored and managed in a coordinated manner throughout the Madera Subbasin as provided in Section 11.1 above and reported to DWR annually as required.

The Coordination Workgroup shall work together to obtain the services of a consultant for the design, development and implementation of data management system (“DMS”) for entering, storing and maintaining data related to the implementation of the GSP. The DMS provides the capability to handle the diverse datasets that will need maintenance such as time-series data, GIS data (vector and raster datasets), and other files such as images and text files. The DMS shall interact with other applications including for ongoing analyses, serving data for public information, or output of data in formats compatible for submittal to DWR.

## **SECTION 12 – ADOPTION AND USE OF THE COORDINATION AGREEMENT**

### **12.1 Coordination of GSPs**

Each Party is responsible to ensure that its own GSP complies with the statutory requirements of SGMA including, but not limited to, the filing deadline. The Parties to this Agreement intend that their individual GSPs be coordinated together in order to satisfy the requirements of SGMA and to be in substantial compliance with Title 13 of the California Code of Regulations. It is the intent of the Parties that the collective GSPs satisfy the requirements of Sections 10727.2 and 10727.4 of the Water Code by providing, among other things, a description of the physical setting and characteristics of the aquifer systems within the Madera Subbasin, the measurable objectives for each such GSP, interim milestones, and monitoring protocols that together provide a detailed description of how the Madera Subbasin as a whole will be sustainably managed.

### **12.2 GSP and Coordination Agreement Submission**

The Parties agree to submit their respective GSPs to DWR through the Point of Contact in accordance with all applicable requirements. To this end, the Parties agree to act in good faith in avoiding undue delay in the GSP approval and GSP submission process.

## **SECTION 13 – MODIFICATION AND TERMINATION**

### **13.1 Modification or Amendment of Exhibit A**

The Parties agree the Point of Contact shall have the unilateral right to update the GSA Representative List on Exhibit A for all Parties to this Agreement upon receipt of any changes in the Representative List pursuant to Section 5.1.4 above. Upon such modification, the updated Exhibit A shall be a replacement to the previous version of such Exhibit A and shall become a part of this Agreement without further action or amendment of this Agreement by the Parties being required. The Point of Contact shall also circulate a copy of the updated Exhibit A to all GSA Representatives and GSA Alternate Representatives.

### 13.2 Amendment for Compliance with Law

Should any provision of this Agreement be determined not to be in compliance with the legal requirements of coordination agreements under circumstances where amendment of the Agreement to include a provision addressing the legal requirement will cure the non-compliance, each of the Parties agree to cooperate in promptly preparing and obtaining the approval of such amendment.

### 13.3 Modification or Amendment of Coordination Agreement

Except as provided in Sections 13.1, the Parties hereby agree that this Agreement may be supplemented, amended, or modified only by a writing signed by all Parties.

## **SECTION 14 – WITHDRAWAL**

### 14.1 Jeopardy of Intervention

The Parties recognize SGMA requires an intra-basin coordination agreement if multiple GSAs within a subbasin submit multiple GSPs to DWR for review and approval pursuant to Water Code section 10727(b)(3). Thus, the Parties recognize that the withdrawal of any Party from this Agreement, whether before or after the Madera Subbasin GSPs are submitted to DWR, places the Madera Subbasin in jeopardy of being subject to intervention by the State Water Resources Control Board (“SWRCB”), including being designated on probationary status, and being subject to an interim plan promulgated by the SWRCB.

### 14.2 No Termination of Agreement

Should a Party decide to unilaterally withdraw from this Agreement, such withdrawal shall only be effective upon 30 days written notice to the Point of Contact and all other Parties, and such withdrawal will not cause a termination of this Agreement as to the remaining Parties.

14.2.1 Upon receipt of written notice of withdrawal from this Agreement by a Party, the Point of Contact shall immediately cease acting as the Point of Contact for the Withdrawing Party and shall have no further authority to incur any new expenses on behalf of the Withdrawing Party. The Withdrawing Party shall have no obligation for expenses incurred by the Point of Contact after such withdrawal.

14.2.2 The Withdrawing Party shall remain obligated to pay its share of any expenses included in a Cost Sharing Agreement unless otherwise provided in such Cost Sharing Agreement.

14.2.3 Upon withdrawal, the Withdrawing Party acknowledges it has a continuing obligation to comply with SGMA and any coordination guidelines or regulations issued by DWR. This obligation shall survive the withdrawal from this Agreement and is for the express benefit of the remaining Parties.

### 14.3 Remedies

Subject to the requirements of Section 15 below, nothing in Section 14 shall be construed as a limitation on the right of a Party to seek legal remedies against a Withdrawing Party.

## **SECTION 15 – PROCEDURES FOR RESOLVING CONFLICTS**

### **15.1 Procedures for Resolving Conflicts**

If any dispute arises among the Parties relating to this Agreement or the rights and obligations arising from this Agreement, the aggrieved Party or Parties shall provide written notice to the Coordination Workgroup of the dispute. Within 10 days after such written notice, the Point of Contact shall call a meeting of the Coordination Workgroup. The Coordination Workgroup shall attempt in good faith to resolve the dispute through informal means for a period of 30 days. If the Parties, through the Coordination Workgroup, cannot agree upon a resolution of the dispute within 30 days from the date of the first meeting of the Coordination Workgroup on the issue in dispute, the Parties may elect to submit the dispute to voluntary mediation prior to commencement of any legal action. If each of the Parties to the mediation agree to a mediation, the cost of mediation shall be paid in equal proportion among the Parties to the dispute. Upon completion of mediation, if any, and if the controversy has not been resolved, any Party may exercise any and all rights to bring a legal action relating to the dispute.

### **15.2 Litigation**

In the event a dispute or claim is not resolved by a mutually agreeable settlement through negotiation or mediation, the aggrieved Party may file suit in the Madera County Superior Court, pursuant to Section 17.2 of this Agreement.

## **SECTION 16 - NOTICES**

All notices required or permitted by this Agreement shall be in writing, and may be delivered in person (by hand or by courier) or may be sent by regular, certified, or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, or by electronic transmission (email) and shall be deemed sufficiently given if served in a manner specified in this Section 16. The addresses and addressees noted below are that Party's designated address and addressee for delivery or mailing of notices.

|            |                                                                                             |
|------------|---------------------------------------------------------------------------------------------|
| To COUNTY: | County of Madera<br>Stephanie Anagnoson<br>200 W. 4th Street, 4th Floor<br>Madera, CA 93637 |
|------------|---------------------------------------------------------------------------------------------|

|          |                                                                                        |
|----------|----------------------------------------------------------------------------------------|
| To CITY: | City of Madera<br>Keith Helmuth<br>205 West 4 <sup>th</sup> Street<br>Madera, CA 93637 |
|----------|----------------------------------------------------------------------------------------|

|         |                                                                         |
|---------|-------------------------------------------------------------------------|
| To MID: | Madera Irrigation District<br>Tommy Greci, Manager<br>12152 Road 28 1/4 |
|---------|-------------------------------------------------------------------------|

Madera, CA 93637

To NSWD: New Stone Water District  
Roger Skinner  
9500 South DeWolf Avenue  
Selma, CA 93662

To RCWD: Root Creek Water District  
Julia Berry, General Manager  
P.O. Box 27950  
Fresno, CA 93729

To MWD: Madera Water District  
John Gies, Manager  
16943 Road 26, Suite 103  
Madera, CA 93638

To GFWD: Gravelly Ford Water District  
Don Roberts, General Manager  
18811 Road 27  
Madera, CA 93638

Any Party may, by written notice to each of the other Parties, specify a different address for notice. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, three days after the postmark date. If sent by regular mail, the notice shall be deemed given 48 hours after it is addressed as required in this section and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed given 24 hours after delivery to the Postal Service or overnight courier. Notices transmitted by facsimile transmission or similar means (including email) shall be deemed delivered upon telephone or similar confirmation of delivery (confirmation report from fax machine is sufficient), provided a copy is also delivered via personal delivery or mail. If notice is received after 4:00 p.m. or on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

## **SECTION 17 – GENERAL PROVISIONS**

### **17.1 Authority of Signers**

The individuals executing this Agreement represent and warrant they have the authority to execute this Agreement and to legally bind the Party for whom they are signing to the terms and conditions of this Agreement.

### **17.2 Governing Law/Venue**

The validity and interpretation of this Agreement will be governed by the laws of the State of California without giving effect to the principles of conflict of laws, with venue for all purposes to be proper only in the County of Madera, State of California.

#### 17.3 Severability

If any term, provision, covenant, or condition of this Agreement is determined to be unenforceable by a court of competent jurisdiction, it is the Parties' intent that the remaining provisions of this Agreement will remain in full force and effect and will not be affected, impaired, or invalidated by such a determination.

#### 17.4 Counterparts

This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which will constitute one and the same agreement.

#### 17.5 Construction and Interpretation

This Agreement has been arrived at through negotiation and each of the Parties has had a full and fair opportunity to revise the terms of this Agreement. As a result, the normal rule of construction that any ambiguities are to be resolved against the drafting Parties shall not apply in the construction or interpretation of this Agreement.

#### 17.6 Headings

The subject headings of the sections of this Agreement are included for purposes of convenience, and shall not affect the interpretation of any of the provisions herein.

#### 17.7 Entire Agreement

This Agreement constitutes the entire agreement among the Parties with respect to the matters addressed in this Agreement, and supersedes all prior agreements and understandings, written or oral.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

COUNTY OF MADERA

MADERA IRRIGATION DISTRICT

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

CITY OF MADERA

MADERA WATER DISTRICT

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

GRAVELLY FORD WATER DISTRICT

ROOT CREEK WATER DISTRICT

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

NEW STONE WATER DISTRICT

By:\_\_\_\_\_

Name:\_\_\_\_\_

Title: \_\_\_\_\_

00640090.DOCX



EXHIBIT A

**“List of GSA Representatives”**

| <u>GSA</u>                   | <u>GSA Representatives</u> | <u>GSA Alternate<br/>Representatives</u> |
|------------------------------|----------------------------|------------------------------------------|
| County of Madera             | _____                      | _____                                    |
| City of Madera               | _____                      | _____                                    |
| Root Creek Water District    | _____                      | _____                                    |
| Gravelly Ford Water District | _____                      | _____                                    |
| Madera Water District        | _____                      | _____                                    |
| New Stone Water District     | _____                      | _____                                    |

## EXHIBIT B

### Individual Water Budgets<sup>2</sup>

#### County of Madera GSA Water Budget

Annual inflows, outflows, and change in surface water system (SWS) storage during the historical water budget period (1989-2014) are summarized for the County of Madera GSA in Table B.1. Decreases in SWS storage are inflows to the SWS budget and shown as positive values, while increases in SWS storage are outflows from the SWS budget and shown as negative values. Other inflows are shown as positive values, while other outflows are shown as negative values. Additional information regarding development of the County of Madera GSA water budget is provided in the Madera Subbasin Joint GSP Appendix 2.F.b.

**Table B.1. County of Madera GSA Surface Water System Historical Water Budget, 1989-2014 (Acre-Feet).**

| Flow Path Direction | Flow Path                                                            | Average Annual Volume, 1989-2014 (AF/yr) <sup>1</sup> |
|---------------------|----------------------------------------------------------------------|-------------------------------------------------------|
| Inflow              | Boundary Surface Inflows                                             | 308,230                                               |
|                     | Groundwater Extraction                                               | 225,770                                               |
|                     | Precipitation                                                        | 152,710                                               |
|                     | Change in SWS Storage                                                | 530                                                   |
| Outflow             | Evapotranspiration                                                   | -277,150                                              |
|                     | Evaporation                                                          | -1,990                                                |
|                     | <i>Evaporation (Other GSAs)<sup>2</sup></i>                          | -3,430                                                |
|                     | Infil. of Precipitation                                              | -40,140                                               |
|                     | Infil. of Surface Water                                              | -13,940                                               |
|                     | <i>Infil. of Surface Water (Other GSAs)<sup>2</sup></i>              | -18,860                                               |
|                     | Infil. of Applied Water                                              | -56,270                                               |
|                     | Boundary Surface Outflows                                            | -275,460                                              |
|                     |                                                                      |                                                       |
| Boundary Flow       | Boundary Infil. of Surface Water from San Joaquin River <sup>3</sup> | -37,720                                               |

<sup>1</sup> Values are rounded to the nearest 10 acre-feet. Total inflows may not equal total outflows due to rounding.

<sup>2</sup> Where most rivers and streams enter and leave the Madera Subbasin, they also enter and leave the County of Madera GSA. Because the County of Madera GSA includes several noncontiguous areas, the rivers and streams also pass through other GSAs before exiting the subbasin, thus the difference between the boundary surface water inflows and outflows from the County of Madera GSA includes evaporation and seepage from the river and stream segments in other GSAs. To balance the total boundary surface inflows and outflows from the subbasin and the County of Madera GSA, the County of Madera GSA water budget included

<sup>2</sup> The Parties recognize there are certain non-significant variances in the calculations of the impact of various sources of recharge and intend to develop further data or information through the DMS to further narrow such variances. Such additional data will help to refine, prove or disprove models and/or presumptions included in the respective GSPs.

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estimates of evaporation and infiltration of surface water from the segments of the rivers and streams that are physically located in other GSAs. The estimate of Infil. of Surface Water (Other GSAs) is not included in the calculation of net recharge from the SWS for the County of Madera GSA, but is included in the calculations of net recharge from the SWS for those GSAs where the lengths are physically located.

<sup>3</sup> The San Joaquin River flows along the subbasin boundary and was therefore not explicitly included in the surface water system water budget inflows and outflows. However, boundary infiltration of surface water (seepage) from the San Joaquin River (one-half of the total estimated seepage) was included in the groundwater system water budget and calculation of net recharge from the SWS for the subbasin and for GSAs adjacent to the river. This boundary flow is not included directly in the GSA surface water system water budget inflows, but is included in the GSA groundwater system water budget inflows.

## City of Madera GSA Water Budget

Annual inflows, outflows, and change in SWS storage during the historical water budget period (1989-2014) are summarized for the City of Madera GSA in Table B.2. Decreases in SWS storage are inflows to the SWS budget and shown as positive values, while increases in SWS storage are outflows from the SWS budget and shown as negative values. Other inflows are shown as positive values, while other outflows are shown as negative value. Additional information regarding development of the City of Madera GSA water budget is provided in the Madera Subbasin Joint GSP Appendix 2.F.a.

**Table B.2. City of Madera GSA Surface Water System Historical Water Budget, 1989-2014 (Acre-Feet).**

| Flow Path Direction | Flow Path                 | Average Annual Volume, 1989-2014 (AF/yr) <sup>1</sup> |
|---------------------|---------------------------|-------------------------------------------------------|
| Inflow              | Boundary Surface Inflows  | 41,350                                                |
|                     | Groundwater Extraction    | 10,750                                                |
|                     | Precipitation             | 8,680                                                 |
|                     | Change in SWS Storage     | 10                                                    |
| Outflow             | Evapotranspiration        | -13,440                                               |
|                     | Evaporation               | -370                                                  |
|                     | Infil. of Precipitation   | -2,550                                                |
|                     | Infil. of Surface Water   | -2,100                                                |
|                     | Infil. of Applied Water   | -2,920                                                |
|                     | Boundary Surface Outflows | -39,410                                               |

<sup>1</sup> Values are rounded to the nearest 10 acre-feet. Total inflows may not equal total outflows due to rounding.

## Madera Irrigation District GSA Water Budget

Annual inflows, outflows, and change in SWS storage during the historical water budget period (1989-2014) are summarized for Madera Irrigation District GSA in Table B.3. Decreases in SWS storage are inflows to the SWS budget and shown as positive values, while increases in SWS storage are outflows from the SWS budget and shown as negative values. Other inflows are shown as positive values, while other outflows are shown as negative value. Additional information regarding development of the Madera Irrigation District GSA water budget is provided in the Madera Subbasin Joint GSP Appendix 2.F.c.

**Table B.3. Madera Irrigation District GSA Surface Water System Historical Water Budget, 1989-2014 (Acre-Feet).**

| Flow Path Direction | Flow Path                                                            | Average Annual Volume, 1989-2014 (AF/yr) <sup>1</sup> |
|---------------------|----------------------------------------------------------------------|-------------------------------------------------------|
| Inflow              | Boundary Surface Inflows                                             | 215,490                                               |
|                     | Groundwater Extraction                                               | 176,560                                               |
|                     | Precipitation                                                        | 113,070                                               |
|                     | Change in SWS Storage                                                | 190                                                   |
| Outflow             | Evapotranspiration                                                   | -290,210                                              |
|                     | Evaporation                                                          | -3,870                                                |
|                     | Infil. of Precipitation                                              | -32,800                                               |
|                     | Infil. of Surface Water                                              | -60,630                                               |
|                     | Infil. of Applied Water                                              | -65,060                                               |
|                     | Boundary Surface Outflows                                            | -52,730                                               |
|                     |                                                                      |                                                       |
| Boundary Flow       | Boundary Infil. of Surface Water from San Joaquin River <sup>2</sup> | -20,280                                               |

<sup>1</sup> Values are rounded to the nearest 10 acre-feet. Total inflows may not equal total outflows due to rounding.

<sup>2</sup> The San Joaquin River flows along the subbasin boundary and was therefore not explicitly included in the surface water system water budget inflows and outflows. However, boundary infiltration of surface water (seepage) from the San Joaquin River (one-half of the total estimated seepage) was included in the groundwater system water budget and calculation of net recharge from the SWS for the subbasin and for GSAs adjacent to the river. This boundary flow is not included directly in the GSA surface water system water budget inflows, but is included in the GSA groundwater system water budget inflows.

## Root Creek Water District GSA Water Budget

Annual inflows, outflows, and change in SWS storage during the historical water budget period (1989-2014) are summarized for Root Creek Water District GSA in Table B.4. Decreases in SWS storage are inflows to the SWS budget and shown as positive values, while increases in SWS storage are outflows from the SWS budget and shown as negative values. Other inflows are shown as positive values, while other outflows are shown as negative value. Additional information regarding development of the Root Creek Water District GSA water budget is provided in the Madera Subbasin Joint GSP Appendix 2.F.g.

**Table B.4. Root Creek Water District GSA Surface Water System Historical Water Budget, 1989-2014 (Acre-Feet).**

| Flow Path Direction | Flow Path                                                            | Average Annual Volume, 1989-2014 (AF/yr) <sup>1</sup> |
|---------------------|----------------------------------------------------------------------|-------------------------------------------------------|
| Inflow              | Boundary Surface Inflows                                             | 1,890                                                 |
|                     | Groundwater Extraction                                               | 22,440                                                |
|                     | Precipitation                                                        | 8,170                                                 |
|                     | Change in SWS Storage                                                | 20                                                    |
| Outflow             | Evapotranspiration                                                   | -25,670                                               |
|                     | Evaporation                                                          | -10                                                   |
|                     | Infil. of Precipitation                                              | -2,000                                                |
|                     | Infil. of Surface Water                                              | -280                                                  |
|                     | Infil. of Applied Water                                              | -4,580                                                |
|                     | Boundary Surface Outflows                                            | 0                                                     |
|                     |                                                                      |                                                       |
| Boundary Flow       | Boundary Infil. of Surface Water from San Joaquin River <sup>2</sup> | -1,960                                                |

<sup>1</sup> Values are rounded to the nearest 10 acre-feet. Total inflows may not equal total outflows due to rounding.

<sup>2</sup> The San Joaquin River flows along the subbasin boundary and was therefore not explicitly included in the surface water system water budget inflows and outflows. However, boundary infiltration of surface water (seepage) from the San Joaquin River (one-half of the total estimated seepage) was included in the groundwater system water budget and calculation of net recharge from the SWS for the subbasin and for GSAs adjacent to the river. This boundary flow is not included directly in the GSA surface water system water budget inflows, but is included in the GSA groundwater system water budget inflows.

## Gravelly Ford Water District GSA Water Budget

Annual inflows, outflows, and change in SWS storage during the historical water budget period (1989-2014) are summarized for Gravelly Ford Water District GSA in Table B.5. Decreases in SWS storage are inflows to the SWS budget and shown as positive values, while increases in SWS storage are outflows from the SWS budget and shown as negative values. Other inflows are shown as positive values, while other outflows are shown as negative value. Additional information regarding development of the Gravelly Ford Water District GSA water budget is provided in the Madera Subbasin Joint GSP Appendix 2.F.e.

**Table B.5. Gravelly Ford Water District GSA Surface Water System Historical Water Budget, 1989-2014 (Acre-Feet).**

| Flow Path Direction | Flow Path                 | Average Annual Volume, 1989-2014 (AF/yr) <sup>1</sup> |
|---------------------|---------------------------|-------------------------------------------------------|
| Inflow              | Boundary Surface Inflows  | 16,070                                                |
|                     | Groundwater Extraction    | 15,750                                                |
|                     | Precipitation             | 7,200                                                 |
|                     | Change in SWS Storage     | 10                                                    |
| Outflow             | Evapotranspiration        | -19,550                                               |
|                     | Evaporation               | -180                                                  |
|                     | Infil. of Precipitation   | -2,690                                                |
|                     | Infil. of Surface Water   | -6,180                                                |
|                     | Infil. of Applied Water   | -6,360                                                |
|                     | Boundary Surface Outflows | -4,060                                                |

<sup>1</sup> Values are rounded to the nearest 10 acre-feet. Total inflows may not equal total outflows due to rounding.

## Madera Water District GSA Water Budget

Annual inflows, outflows, and change in SWS storage during the historical water budget period (1989-2014) are summarized for Madera Water District GSA in Table B.6. Decreases in SWS storage are inflows to the SWS budget and shown as positive values, while increases in SWS storage are outflows from the SWS budget and shown as negative values. Other inflows are shown as positive values, while other outflows are shown as negative value. Additional information regarding development of the Madera Water District GSA water budget is provided in the Madera Subbasin Joint GSP Appendix 2.F.d.

**Table B.6. Madera Water District GSA Surface Water System Historical Water Budget, 1989-2014 (Acre-Feet).**

| Flow Path Direction | Flow Path                 | Average Annual Volume, 1989-2014 (AF/yr) <sup>1</sup> |
|---------------------|---------------------------|-------------------------------------------------------|
| Inflow              | Boundary Surface Inflows  | 4,210                                                 |
|                     | Groundwater Extraction    | 7,450                                                 |
|                     | Precipitation             | 3,220                                                 |
|                     | Change in SWS Storage     | 30                                                    |
| Outflow             | Evapotranspiration        | -10,680                                               |
|                     | Evaporation               | -20                                                   |
|                     | Infil. of Precipitation   | -880                                                  |
|                     | Infil. of Surface Water   | -360                                                  |
|                     | Infil. of Applied Water   | -1,130                                                |
|                     | Boundary Surface Outflows | -1,830                                                |

<sup>1</sup> Values are rounded to the nearest 10 acre-feet. Total inflows may not equal total outflows due to rounding.



## New Stone Water District GSA Water Budget

Annual inflows, outflows, and change in SWS storage during the historical water budget period (1989-2014) are summarized for New Stone Water District GSA in Table B.7. Decreases in SWS storage are inflows to the SWS budget and shown as positive values, while increases in SWS storage are outflows from the SWS budget and shown as negative values. Other inflows are shown as positive values, while other outflows are shown as negative value. Additional information regarding development of the New Stone Water District GSA water budget is provided in the Madera Subbasin Joint GSP Appendix 2.F.f.

***Table B.7. New Stone Water District GSA Surface Water System Historical Water Budget, 1989-2014 (Acre-Feet).***

| Flow Path Direction | Flow Path                 | Average Annual Volume, 1989-2014 (AF/yr) <sup>1</sup> |
|---------------------|---------------------------|-------------------------------------------------------|
| Inflow              | Boundary Surface Inflows  | 186,430                                               |
|                     | Groundwater Extraction    | 11,310                                                |
|                     | Precipitation             | 3,590                                                 |
|                     | Change in SWS Storage     | 0                                                     |
| Outflow             | Evapotranspiration        | -10,310                                               |
|                     | Evaporation               | -90                                                   |
|                     | Infil. of Precipitation   | -1,200                                                |
|                     | Infil. of Surface Water   | -1,740                                                |
|                     | Infil. of Applied Water   | -3,250                                                |
|                     | Boundary Surface Outflows | -184,740                                              |

<sup>1</sup> Values are rounded to the nearest 10 acre-feet. Total inflows may not equal total outflows due to rounding.

**Attachment 3**

Cost Sharing Agreement

(Memorandum of Understanding with Respect to the Cost Sharing in the  
Implementation of the Madera Subbasin Groundwater Sustainability Plan)

**MEMORANDUM OF UNDERSTANDING  
WITH RESPECT TO THE COST SHARING IN THE IMPLEMENTATION OF THE  
MADERA SUBBASIN JOINT GROUNDWATER SUSTAINABILITY PLAN**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into the \_\_\_\_ day of \_\_\_\_\_, 2019 (the “Effective Date”), by and among the CITY OF MADERA (“City”), the COUNTY OF MADERA (“County”), MADERA IRRIGATION DISTRICT (“MID”), and MADERA WATER DISTRICT (“MWD”) collectively hereinafter referred to as the “Parties.”

**RECITALS**

A. WHEREAS, on September 16, 2014, the Governor of the State of California signed SGMA into law, consisting of Senate Bills 1168 and 1319, and Assembly Bill 1739 collectively, codified at Water Code Sections 10720 *et seq.*; and

B. WHEREAS, SGMA requires that California groundwater basins and subbasins be managed by a Groundwater Sustainability Agency (“GSA”) or multiple GSAs, and that such management be implemented pursuant to an approved Groundwater Sustainability Plan (“GSP”) or multiple coordinated GSPs; and

C. WHEREAS, each Party overlies the Madera Groundwater Subbasin (“Madera Subbasin”), as its boundaries are recognized by California’s Department of Water Resources (“DWR”), and may be modified from time to time in accordance with Water Code section 10722.2; and,

D. WHEREAS, each Party is a GSA; and,

E. WHEREAS, the Parties have jointly prepared the Madera Subbasin Joint GSP; and

F. WHEREAS, the Parties desire, through this MOU, to allocate the costs related to preparation of the Annual Reports and other activities as may be deemed necessary by all Parties to this agreement for implementation of the Madera Subbasin Joint GSP, as required under Water Code section 10728; and

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein and these Recitals, which are hereby incorporated herein by this reference, it is agreed by and among the Parties as follows:

1. **Objectives.** The objectives of the Parties in entering into this MOU are as follows:

(a) The Parties intend to work together in mutual cooperation to jointly coordinate and cooperate in the implementation of the Madera Subbasin Joint GSP in

compliance with SGMA, for the sustainable management of groundwater for the Madera Subbasin for which there may be, at times, costs associated that can be shared by all Parties.

(b) The Parties intend that nothing in this MOU will serve to limit, or otherwise interfere with a respective Party's rights and authorities over its own internal matters as recognized by SGMA, including, but not limited to, a Party's rights and powers as a GSA, its surface water supplies, groundwater supplies, facilities, operations, water management, water supply matters, or anything else limiting a Party's police powers under any other authority.

(c) The Parties intend through this MOU to share the cost of preparation of Annual Reports and other activities as may be deemed necessary by all Parties to this agreement for implementation of the Madera Subbasin Joint GSP.

(d) Each Party recognizes that nothing in this MOU confers authorities or powers to any Party that the Party does not otherwise already hold.

2. **Cost Sharing.** With respect to the sharing of costs, the Parties to this MOU agree as follows:

- (a) Costs shall be allocated equally, meaning divided into four equal portions.
- (b) The Parties shall pay any invoice associated with this MOU within thirty (30) days of the date of the invoice.

3. **Term.** This MOU shall be effective as of the Effective Date, and shall remain in effect until terminated by all of the Parties.

4. **Withdrawal.** A Party may, in its sole discretion, withdraw from this MOU upon 90 days written notice to the other Parties, provided that the withdrawing Party will remain responsible for its proportionate share of any obligation or liability duly incurred under this MOU, and previously approved by the withdrawing Party.

5. **Notices.** All notices required or permitted by this MOU shall be in writing, and may be delivered in person (by hand or by courier) or may be sent by regular, certified, or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, or by electronic transmission (email) and shall be deemed sufficiently given if served in a manner specified in this Section 5. The addresses and addressees noted below are that Party's designated address and addressee for delivery or mailing of notices.

To City of Madera:

City of Madera  
205 W. Fourth Street  
Madera, CA 93637  
559-661-5400

To County of Madera:

County of Madera  
Department of Water and Natural Resources

200 W. Fourth Street  
Madera, CA 93637  
559-675-7703

To Madera Irrigation District: Madera Irrigation District  
12152 Rd 28 ¼  
Madera, CA 93637  
559-673-3514

To Madera Water District: Madera Water District  
16943 Rd 26, Suite 103  
Madera, CA 93637  
559-674-4944

Any Party may, by written notice to the other, specify a different address for notice. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, three (3) days after the postmark date. If sent by regular mail, the notice shall be deemed given forty-eight (48) hours after it is addressed as required in this section and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed given twenty-four (24) hours after delivery to the Postal Service or courier. Notices transmitted by facsimile transmission or similar means (including email) shall be deemed delivered upon telephone or similar confirmation of delivery (confirmation report from fax machine is sufficient), provided a copy is also delivered via personal delivery or mail. If notice is received after 4:00 p.m. or on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

6. **Compliance with Laws.** In any action taken pursuant to this MOU, the Parties shall comply with all applicable statutes, laws, and regulations, specifically including, but not limited to, SGMA and its implementing regulations, as they now exist or as they may be amended or promulgated from time to time.

To the extent that this MOU conflicts with or does not accurately reflect any applicable statutes, laws, or regulations now existing or as amended or promulgated from time to time, the laws, statutes, and regulations shall govern. To the extent that any applicable statutes, laws, or regulations are amended or newly promulgated in such a manner that causes this MOU to conflict with, or no longer accurately reflect, such statutes, laws, or regulations, this MOU shall be modified, in writing, by all Parties, in order to comport with the newly amended or promulgated statutes, laws, or regulations.

7. **Entire Agreement.** This MOU and items incorporated herein contain all of the agreements of the Parties with respect to the matters contained herein, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose.

8. **Amendments.** No provisions of this MOU may be amended or modified in any manner whatsoever except by an agreement in writing duly authorized by the governing bodies of all Parties.

9. **Assignment.** The rights and obligations of the Parties under this MOU may not be assigned or delegated.

10. **Binding Effect.** This MOU shall apply to and bind successors, assignees, contractors, subcontractors, transferees, agents, employees, and representatives of the respective Parties hereto.

11. **Governing Law.** This MOU and all documents provided for herein and the rights and obligations of the Parties hereto shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of California (without giving effect to any choice of law principles).

12. **Waiver.** The failure of any Party to insist on strict compliance with any provision of this MOU shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by any Party of either performance or payment shall not be considered to be a waiver of any preceding breach of the MOU by any other Party.

13. **Severability.** If any term or provision of this MOU is, to any extent, held invalid or unenforceable, the remainder of this MOU shall not be affected.

14. **Headings.** The subject headings of the sections of this MOU are included for purposes of convenience only and shall not affect the construction or interpretation of any of the provisions herein.

15. **Counterparts.** This MOU may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this MOU as of the day and year first above written.

City of Madera

County of Madera

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Madera Irrigation District

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

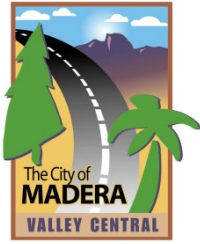
Madera Water District

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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## REPORT TO THE CITY COUNCIL

Approved by:

  
City Manager

Council Meeting of: December 18, 2019

Agenda Number: C-2

### SUBJECT:

Public Hearing Under Tax and Equity Fiscal Responsibility Act (TEFRA) Relating to Conduit Financing for the Madera Village Apartments Affordable Housing Project for the benefit of Downtown Madera Housing Associates, a California Limited Partnership (the "Borrower"), to provide for the financing of the Madera Village Apartments Affordable Housing Project:

- 1) Consider adoption of Resolution of the City Council of the City of Madera Approving the Issuance of Revenue Bonds by the California Municipal Finance Authority in an Aggregate Principal Amount not to exceed \$24,000,000 to Finance an Affordable Rental Housing Facility for the Benefit of Self-Help Enterprises, and Certain Other Matters Relating Thereto

### RECOMMENDATIONS:

1. Conduct the public hearing under the requirements of TEFRA and the Internal Revenue Code of 1986, as amended (the "Code") and
2. Adopt the resolution approving the issuance of the Bonds by the CMFA for the benefit of Self-Help Enterprises, a California non-profit public benefit corporation (the "Borrower"), to provide for the financing of the Project, such adoption is solely for the purposes of satisfying the requirements of TEFRA, the Code, and California Government Code Section 6500 (and following).

### SUMMARY:

The purpose of this agenda item is to conduct a public hearing under the Tax and Equity Fiscal Responsibility Act ("TEFRA") in connection with the proposed issuance of revenue bonds by the California Municipal Finance Authority (the "CMFA"), in an amount not to exceed \$24,000,000, (the "Bonds"), for the acquisition, construction, improvement and equipping of 52-unit rental housing facility for low-income households, to be located in the City of Madera, California on an approximately 3.5-acre parcel bounded by E. Lewis Street to the west, State Highway 99 to the northeast, and, to the south, the alley that runs to the north and to the east of the lots on the north side of E. Dunham Street (the "Project").



The CMFA is a joint powers authority formed to assist local governments, non-profit organizations, and businesses with the issuance of both taxable and tax-exempt debt. The debt to be issued by the CMFA will be the sole responsibility of the Borrower and the City will have no financial or legal obligations or responsibilities regarding the repayment of the debt. A couple of items worth highlighting:

- All financing documents will carry disclaimers that the loan is not an obligation of the City. **The City will also bear no costs in the issuance of the proposed debt.**
- This is a private loan with the borrower and their bank.
- The issuance of the Bonds by the Authority must be approved by the City because the Project is to be located within the territorial limits of the City.

#### **BACKGROUND:**

Self-Help Enterprises, on behalf of a limited partnership or other legal entity to be created by the Sponsor or an affiliate of the Sponsor (such limited partnership or other entity being referred to herein as the “Borrower”), has requested that the CMFA issue one or more series of revenue bonds in an aggregate principal amount not to exceed \$24,000,000, including but not limited to revenue bonds issued as part of a plan to finance the facilities described herein, for the acquisition, construction, improvement and equipping of 52-unit rental housing facility for low-income households, to be located in the City of Madera, California on an approximately 3.5-acre parcel bounded by E. Lewis Street to the west, State Highway 99 to the northeast, and, to the south, the alley that runs to the north and to the east of the lots on the north side of E. Dunham Street.

In order for all or a portion of the Bonds to qualify as tax-exempt bonds, the City of Madera must conduct a public hearing (the “TEFRA Hearing”) providing for the members of the community an opportunity to speak in favor of or against the use of tax-exempt bonds for the financing of the Project. Prior to such TEFRA Hearing, reasonable notice must be provided to the members of the community. Following the close of the TEFRA Hearing, an “applicable elected representative” of the governmental unit hosting the Project must provide its approval of the issuance of the Bonds for the financing of the Project.

The CMFA was created on January 1, 2004 pursuant to a joint exercise of powers agreement to promote economic, cultural and community development, through the financing of economic development and charitable activities throughout California. To date, over 300 municipalities, including the City, have become members of CMFA.

The CMFA was formed to assist local governments, non-profit organizations and businesses with the issuance of taxable and tax-exempt bonds aimed at improving the standard of living in California. The CMFA’s representatives and its Board of Directors have considerable experience in bond financings.

**FINANCIAL IMPACT:**

The Bonds to be issued by the CMFA for the Project will be the sole responsibility of the Borrower, and the City will have no financial, legal, moral obligation, liability or responsibility for the Project or the repayment of the Bonds for the financing of the Project. All financing documents with respect to the issuance of the Bonds will contain clear disclaimers that the Bonds are not obligations of the City or the State of California but are to be paid for solely from funds provided by the Borrower.

The Board of Directors of the California Foundation for Stronger Communities, a California non-profit public benefit corporation (the "Foundation"), acts as the Board of Directors for the CMFA. Through its conduit issuance activities, the CMFA shares a portion of the issuance fees it receives with its member communities and donates a portion of these issuance fees to the Foundation for the support of local charities. With respect to the City of Madera, it is expected that a portion of the issuance fee attributable to the City will be granted by the CMFA to the General Fund of the City. Such grant may be used for any lawful purpose of the City.

**ALTERNATIVES:**

- A. Adopt Resolution No. 2019-\_\_\_\_\_ and Conduct a Public Hearing under the Tax and Equity Fiscal Responsibility Act in Connection with the Proposed Issuance of Revenue Bonds by the California Municipal Finance Authority Powers Authority in an Amount Not to Exceed \$24,000,000, (to Finance or Refinance the Acquisition, Construction, Improvement and Equipping of a 52-unit Multi-Family Rental Housing Project to be located in the City of Madera, California on an approximately 3.5-acre parcel bounded by E. Lewis Street to the west, State Highway 99 to the northeast, and, to the south, the alley that runs to the north and to the east of the lots on the north side of E. Dunham Street (the "Project").
- B. Continue this matter and provide staff with direction.
- C. Take no action.

**ATTACHMENT:**

- 1. Resolution

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA  
APPROVING THE ISSUANCE OF REVENUE BONDS BY THE  
CALIFORNIA MUNICIPAL FINANCE AUTHORITY IN AN  
AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$24,000,000 TO  
FINANCE AN AFFORDABLE RENTAL HOUSING FACILITY FOR THE  
BENEFIT OF SELF-HELP ENTERPRISES, AND CERTAIN OTHER  
MATTERS RELATING THERETO**

**WHEREAS**, Self-Help Enterprises, a California non-profit public benefit corporation (the “Sponsor”), on behalf of an entity to be established by the Sponsor or by an affiliate of the Sponsor (such entity being referred to herein as the “Borrower”), has requested that the California Municipal Finance Authority (the “Authority”) issue one or more series of revenue bonds in an aggregate principal amount not to exceed \$24,000,000, including but not limited to revenue bonds issued as part of a plan to finance the facilities described herein (the “Bonds”), for the acquisition, development, construction and equipping of a 52-unit affordable rental housing facility for low- and very low-income tenants, including 16 units for tenants who are homeless or who experience chronic homelessness (the “Project”), located in the City of Madera, California (the “City”) on an approximately 3.5-acre parcel bounded by E. Lewis Street to the west, State Highway 99 to the northeast, and, to the south, the alley that runs to the north and to the east of the lots on the north side of E. Dunham Street; and

**WHEREAS**, pursuant to Section 147(f) of the Internal Revenue Code of 1986 (the “Code”), the issuance of the Bonds by the Authority must be approved by the City because the Project is to be located within the territorial limits of the City; and

**WHEREAS**, the City Council of the City (the “City Council”) is the elected legislative body of the City and is one of the “applicable elected representatives” required to approve the issuance of the Bonds under Section 147(f) of the Code; and

**WHEREAS**, the Authority has requested that the City Council approve the issuance of the Bonds by the Authority in order to satisfy the public approval requirement of Section 147(f) of the Code and the requirements of Section 4 of the Joint Exercise of Powers Agreement Relating to the California Municipal Finance Authority, dated as of January 1, 2004 (the “Agreement”), among certain local agencies, including the City; and

**WHEREAS**, pursuant to Section 147(f) of the Code, the City Council has, following notice duly given, held a public hearing regarding the issuance of the Bonds, and now desires to approve the issuance of the Bonds by the Authority.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Madera, as follows:

Section 1. The foregoing recitals are true and correct.

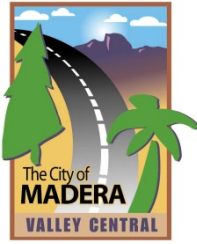
Section 2. The City Council hereby approves the issuance of the Bonds by the Authority, including but not limited to Bonds issued as part of a plan to finance the facilities described herein. It is the purpose and intent of the City Council that this resolution constitute approval of the issuance of the Bonds by the Authority, for the purposes of (a) Section 147(f) of the Code by the applicable elected representative of the governmental unit having jurisdiction over the area in which the Project is to be located, in accordance with said Section 147(f) and (b) Section 4 of the Agreement.

Section 3. The officers of the City are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this resolution and the financing transaction approved hereby.

Section 4. The Clerk shall forward a certified copy of this Resolution and an originally executed Agreement to the Authority in care of its counsel:

Ronald E. Lee, Esq.  
Jones Hall, APLC  
475 Sansome Street, Suite 1700  
San Francisco, CA 94111

Section 5. This resolution shall take effect immediately upon its adoption.



## REPORT TO THE CITY COUNCIL

**Approved by:**

  
City Manager

**Council Meeting of:** December 18, 2019

**Agenda Number:** C-3

### **SUBJECT:**

Public Hearing Under Tax and Equity Fiscal Responsibility Act (TEFRA) Relating to Conduit Financing for the benefit of Downtown Madera Housing Associates, a California Limited Partnership (the "Borrower"), to provide for the financing of the Downtown Apartments Affordable Housing Project:

- 1) Consider adoption of a Resolution of the City Council of the City of Madera Approving the Issuance of the California Municipal Finance Authority Multifamily Housing Revenue Bonds in an Aggregate Principal Amount Not to Exceed \$16,000,000 for the Purpose of Financing or Refinancing the Acquisition, Construction, Improvement and Equipping of Downtown Madera Apartments and Certain Other Matters Relating Thereto

### **RECOMMENDATIONS:**

1. Conduct the public hearing under the requirements of TEFRA and the Internal Revenue Code of 1986, as amended (the "Code").
2. Adopt the resolution approving the issuance of the Bonds by the CMFA for the benefit of Downtown Madera Housing Associates, a California Limited Partnership (the "Borrower"), to provide for the financing of the Project, such adoption is solely for the purposes of satisfying the requirements of TEFRA, the Code and the California Government Code Section 6500 (and following).

### **SUMMARY:**

The purpose of this agenda item is to conduct a public hearing under the Tax and Equity Fiscal Responsibility Act ("TEFRA") on December 18, 2019 in connection with the proposed issuance of revenue bonds by the California Municipal Finance Authority (the "CMFA"), a joint exercise of powers authority and public entity of the State of California, in an amount not to exceed \$16,000,000, (the "Bonds"), for the acquisition, construction, improvement and equipping of 48-unit rental housing facility for low-income households, to be located in the City of Madera, California at 121, 125, 200 and 204 North C Street (the "Project").

The CMFA is a joint powers authority formed to promote economic, cultural and community development, through the financing of economic development and charitable activities throughout California. To date, over 300 municipalities, including the City, have become members of CMFA. The CMFA was formed to assist local governments, non-profit organizations and businesses with the issuance of taxable and tax-exempt bonds aimed at improving the standard of living in California. The CMFA's representatives and its Board of Directors have considerable experience in bond financings.

Outside of holding the TEFRA hearing and adopting the required resolution, no other participation or activity of the City or the City Council with respect to the issuance of the Bonds will be required.

Under the Internal Revenue Code, the issuance of Bonds by the Authority must be approved by the City because the Project is to be located within the territorial limits of the City.

#### **BACKGROUND:**

Downtown Madera Housing Associates, a California Limited Partnership a partnership of which Pacific West Communities, Inc. (the "Developer") or a related person to the Developer is the general partner has requested that the CMFA issue one or more series of revenue bonds in an aggregate principal amount not to exceed \$16,000,000, including but not limited to revenue bonds issued as part of a plan to finance the facilities described herein, for the acquisition, construction, improvement and equipping of 48-unit rental housing facility for low-income households, to be located in the City of Madera, California at 121, 125, 200 and 204 North C Street (the "Project").

In order for all or a portion of the Bonds to qualify as tax-exempt bonds, the City of Madera must conduct a public hearing (the "TEFRA Hearing") providing for the members of the community an opportunity to speak in favor of or against the use of tax-exempt bonds for the financing of the Project. Prior to such TEFRA Hearing, reasonable notice must be provided to the members of the community. Following the close of the TEFRA Hearing, an "applicable elected representative" of the governmental unit hosting the Project must provide its approval of the issuance of the Bonds for the financing of the Project.

The CMFA was created on January 1, 2004 pursuant to a joint exercise of powers agreement to promote economic, cultural and community development, through the financing of economic development and charitable activities throughout California. To date, over 300 municipalities, including the City, have become members of CMFA.

The CMFA was formed to assist local governments, non-profit organizations and businesses with the issuance of taxable and tax-exempt bonds aimed at improving the standard of living in California. The CMFA's representatives and its Board of Directors have considerable experience in bond financings.

**FINANCIAL IMPACT:**

The Bonds to be issued by the CMFA for the Project will be the sole responsibility of the Borrower, and the City will have no financial, legal, moral obligation, liability or responsibility for the Project or the repayment of the Bonds for the financing of the Project. All financing documents with respect to the issuance of the Bonds will contain clear disclaimers that the Bonds are not obligations of the City or the State of California but are to be paid for solely from funds provided by the Borrower.

The Board of Directors of the California Foundation for Stronger Communities, a California non-profit public benefit corporation (the "Foundation"), acts as the Board of Directors for the CMFA. Through its conduit issuance activities, the CMFA shares a portion of the issuance fees it receives with its member communities and donates a portion of these issuance fees to the Foundation for the support of local charities. With respect to the City of Madera, it is expected that a portion of the issuance fee attributable to the City will be granted by the CMFA to the general fund of the City. Such grant may be used for any lawful purpose of the City.

**ALTERNATIVES:**

1. Adopt Resolution No. 2019-\_\_\_\_\_ and Conduct a Public Hearing under the Tax and Equity Fiscal Responsibility Act in Connection with the Proposed Issuance of Revenue Bonds by the California Municipal Finance Authority Powers Authority in an Amount Not to Exceed \$16,000,000, (to Finance or Refinance the Acquisition, Construction, Improvement and Equipping of a 48-unit Multi-Family Rental Housing Project to be located in the City of Madera, California at 121, 125, 200 and 204 North C Street (the "Project")).
2. Continue this matter and provide staff with direction.
3. Take no action.

**ATTACHMENT:**

1. Resolution

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA  
APPROVING THE ISSUANCE OF THE CALIFORNIA MUNICIPAL  
FINANCE AUTHORITY MULTIFAMILY HOUSING REVENUE BONDS  
IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED  
\$16,000,000 FOR THE PURPOSE OF FINANCING OR REFINANCING THE  
ACQUISITION, CONSTRUCTION, IMPROVEMENT AND EQUIPPING  
OF DOWNTOWN MADERA APARTMENTS AND CERTAIN OTHER  
MATTERS RELATING THERETO**

**WHEREAS**, Downtown Madera Housing Associates, a California Limited Partnership (the “Borrower”) a partnership of which Pacific West Communities, Inc. (the “Developer”) or a related person to the Developer is the general partner, has requested that the California Municipal Finance Authority (the “Authority”) adopt a plan of financing providing for the issuance of exempt facility bonds for a qualified residential rental project pursuant to Section 142(a)(7) of the Internal Revenue Code of 1986 (the “Code”) in one or more series issued from time to time, including bonds issued to refund such exempt facility bonds in one or more series from time to time, and at no time to exceed \$16,000,000 in aggregate principal amount (the “Bonds”), to finance or refinance the acquisition, construction, improvement and equipping of a multifamily rental housing project located at 121, 125, 200 and 204 North C Street, Madera, California (the “Project”); and

**WHEREAS**, pursuant to Section 147(f) of the Code, the issuance of the Bonds by the Authority must be approved by the City of Madera (the “City”) because the Project is located within the territorial limits of the City; and

**WHEREAS**, the City Council of the City (the “City Council”) is the elected legislative body of the City and is one of the “applicable elected representatives” required to approve the issuance of the Bonds under Section 147(f) of the Code; and

**WHEREAS**, the Authority has requested that the City Council approve the issuance of the Bonds by the Authority in order to satisfy the public approval requirement of Section 147(f) of the Code and the requirements of Section 4 of the Joint Exercise of Powers Agreement Relating to the California Municipal Finance Authority, dated as of January 1, 2004 (the “Agreement”), among certain local agencies, including the City; and

**WHEREAS**, pursuant to Section 147(f) of the Code, the City Council has, following notice duly given, held a public hearing regarding the issuance of the Bonds, and now desires to approve the issuance of the Bonds by the Authority.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Madera as follows:

Section 1. The foregoing resolutions are true and correct.

Section 2. The City Council hereby approves the issuance of the Bonds by the Authority. It is the purpose and intent of the City Council that this resolution constitute approval of the issuance of the Bonds by the Authority, for the purposes of (a) Section 147(f) of the Code by the applicable elected representative of the governmental unit having jurisdiction over the area in



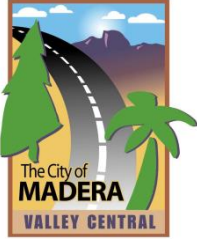
which the Project is located, in accordance with said Section 147(f) and (b) Section 4 of the Agreement.

Section 3. The issuance of the Bonds shall be subject to the approval of the Authority of all financing documents relating thereto to which the Authority is a party. The City shall have no responsibility or liability whatsoever with respect to the Bonds.

Section 4. The adoption of this Resolution shall not obligate the City or any department thereof to (i) provide any financing to acquire or construct the Project or any refinancing of the Project; (ii) approve any application or request for or take any other action in connection with any planning approval, permit or other action necessary for the acquisition, construction, rehabilitation, installation or operation of the Project; (iii) make any contribution or advance any funds whatsoever to the Authority; or (iv) take any further action with respect to the Authority or its membership therein.

Section 5. The officers of the City are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this resolution and the financing transaction approved hereby.

Section 6. This resolution shall take effect immediately upon its adoption.



REPORT TO CITY COUNCIL

Approved by:

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

Department Director

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

City Manager

Council Meeting of: December 18, 2019

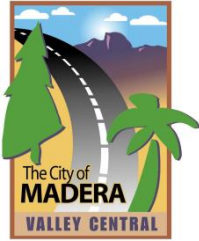
Agenda Number: D-1

**SUBJECT:**

Late Distribution of:

*Resolution authorizing an Equipment Lease/Purchase Agreement (the "Lease") and an Escrow and Account Control Agreement with Banc of America Public Capital Corp to secure funding for energy improvements (e.g. ENGIE Project)*

The staff report and accompanying documents for the subject item will be distributed after the initial posting of the agenda (e.g. late distribution).



## REPORT TO THE MADERA CITY COUNCIL AND THE MADERA PUBLIC FINANCING AUTHORITY

Approved by:



Department Director



City Manager

Council Meeting of: December 18, 2019

Agenda Number: D-2

### SUBJECT:

Consideration of Resolutions of the City of Madera and the Madera Public Financing Authority Relating to Refunding of Water Revenue Bonds (Report by Arnoldo Rodriguez):

- 1) Resolution of The City Council of the City Of Madera Approving the Issuance by the Madera Public Financing Authority of the Authority's Water Revenue Refunding Bond, Series 2019; Approving the Forms of and Authorizing Execution and Delivery of a Fourth Supplemental Installment Sale Agreement, and Related Documents; and Authorizing Necessary Related Actions; and
- 2) Resolution of the Board of Directors of the Madera Public Financing Authority Approving the Forms of and Authorizing Execution and Delivery of the Fourth Supplemental Installment Sale Agreement, the Trust Agreement, and The Escrow Agreement Related to the Madera Public Financing Authority Water Revenue Refunding Bond, Series 2019; Authorizing the Issuance of a Bond; and Approving Other Actions Related to the Bond

### RECOMMENDATION:

Adopt the proposed Resolutions to approve the issuance and all related actions to refund prior outstanding bonds of the Authority for significant economic savings.

### SUMMARY:

Earlier this year, the City's Municipal Advisor, Del Rio Advisors, LLC received a proposal from Hilltop Securities to refund, for significant economic savings, Water Revenue Bonds issued in 2010 (the "2010 Bonds"). The Municipal Advisor subsequently briefed the City Manager about the opportunity. However, because of rule changes passed as part of the Tax Cuts and Jobs Act of 2017, the 2010 Bonds cannot be called until within 90 days of March 1, 2020, meaning any bonds issued to refund the 2010 Bonds cannot close before December 1, 2019.

On October 16, 2019, City Staff and the Municipal Advisor briefed the City Council (Council) and the Authority Board on the opportunity to refund, for significant economic savings, the 2010 Bonds. In preparation for that meeting, the Municipal Advisor secured fee proposals from Hilltop Securities to act in the role of Placement Agent or, if the bonds are to be publicly offered, serve as Underwriter. The Municipal Advisor also secured fee proposals from various public finance law firms to act in the role of Bond Counsel and, if the bonds are to be publicly offered, also act as Disclosure Counsel. The Council and the Madera Public Financing Authority approved the resolution formally appointing the financing team of Hilltop Securities as Placement Agent/Underwriter, Kronick, Moskowitz, Tiedemann & Girard as Bond/Disclosure Counsel, and directed the team to begin work on the transaction and to bring the item back to the City Council and Authority Board for formal approval.

On October 16, 2019, the Municipal Advisor informed the Council/Authority Board that the preferred sale type had yet to be determined. The Authority could:

- A. Sell the bonds in either a public offering or
- B. A direct placement.

A public offering is the sale of bonds to retail and institutional investors in a publicly advertised sale process on a date and time certain. The public offering requires an official statement, a rating from one or more rating agencies and generally the issuer will be required to fund a reserve fund, either with cash or a surety policy. Depending on the underlying rating of the issuer, bond insurance may also be purchased to raise the rating on the bonds. A direct placement is the sale of the bonds to a single financial institution, usually at a single interest rate, and the obligation will generally be held by the institution in their own portfolio.

The benefits of a direct placement include much less costs of issuance (no rating fee, disclosure counsel fee and no reserve fund required), a lender will often lock the interest rate for a period of time (eliminates interest rate risk) and a direct placement takes much less staff time to prepare (no official statement or process to get the bonds rated). However, while the costs of issuance are generally lower on a direct placement, the interest rate is often higher than those for a public offering. The question is whether the lower costs of issuance on a direct placement more than outweighs the lower interest rates for the public offering.

On October 28, 2019, the Placement Agent sent out requests for term sheets to 19 different financial institutions. On November 12, 2019, the Placement Agent received proposals from 8 financial institutions with interest rates ranging from 2.45 to 3.30 percent. Please refer to Table 1.

**Table 1: Summary of Request for Bid Terms due November 12, 2019**

| Bank                | Bid            | Rate Lock                                                                                                                          | Call Feature                                                                                                                                  | Bank Counsel                                           | Legal Fees | Bank Loan Fees (other than legal)                                                                                                  | DSRF | Reporting Requirements                                                                                                | Other                                                        |
|---------------------|----------------|------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------|------------|------------------------------------------------------------------------------------------------------------------------------------|------|-----------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------|
| Muni Financial Corp | 2.45% or 2.75% | Yes. 60 Day Rate Lock                                                                                                              | Non-Callable; Callable 3/1/26 at 100                                                                                                          |                                                        | none       | \$7,500                                                                                                                            | None |                                                                                                                       |                                                              |
| Opus                | 2.640%         | Yes                                                                                                                                | for 10yr - 5-5-5-5-4-4-4-4-3-3-2-2-1-1-0-0% or Non-callable for the initial 10 years and then callable at par . 10% annual prepayment allowed |                                                        | \$10k      | The City will be responsible for all COI, including CDIAC and legal fees. If lender processes COI wires, there will be \$1,000 fee | None |                                                                                                                       | rate covenant 1.20x and Additional Debt Test of 1.20x        |
| BBVA                | 2.650%         | Rate is indicative - with credit approval rate may be locked up to 30 days prior to closing (60 days at 3 bps premium to the rate) | Callable at par after 10 years. Option to prepay prior to 10 years available at a premium                                                     | Scott W. Shaver, Stradling Yocca Carlson & Rauth, P.C. | \$10k      | Borrower will pay all expenses                                                                                                     | None | District to provide Annual audited financial statements due within 210 days of FYE and approved Budget within 30 days | Parity debt test: 1.20x; Rate and Coverage covenant of 1.20x |
| Pinnacle            | 2.680%         | Rate lock through 12-20-19                                                                                                         | No prepayment prior to March 1, 2030. Payable after March 1. 2030 on any date at par.                                                         | Chapman and Cutler LLP                                 | \$10k      | The borrower will be responsible for any fees or expenses                                                                          | None | CAFR to be provided within 210 days of the close of each fiscal year.                                                 | rate covenant 1.20x and Additional Bonds Test of 1.25x       |
| BB&T                | 2.720%         | rate is locked through 12/31/19.                                                                                                   | March 1, 2028 at 100 on any date.                                                                                                             |                                                        | \$10k      | Issuer responsible for normal COI                                                                                                  | None | audited financial statement within 270 days of the fiscal year end of the District                                    | rate covenant of 1.20x and ABT of 1.20x                      |

**Table 1: Summary of Request for Bid Terms due November 12, 2019**

| Bank                   | Bid    | Rate Lock                       | Call Feature                                                                     | Bank Counsel                    | Legal Fees | Bank Loan Fees (other than legal)                       | DSRF | Reporting Requirements                                                                | Other                                   |
|------------------------|--------|---------------------------------|----------------------------------------------------------------------------------|---------------------------------|------------|---------------------------------------------------------|------|---------------------------------------------------------------------------------------|-----------------------------------------|
| Capital One            | 2.940% | rate is locked through 12/20/19 | Callable on 3/1/28 at 100 on any interest payment date                           | paid internally                 | none       | Issuer responsible for normal COI                       |      | audited financial statements when available                                           | Customary coverage and ABT requirements |
| First Foundati on Bank | 3.080% | 60 day rate lock                | 103 for years 1-3, 102 years 4-6, 101 in years 7-9 and par in years 10 and after | Nixon Peabody                   | \$10k      | All other filing fees and related fees, including CDIAC | None | Periodic financial reporting                                                          |                                         |
| Western Alliance       | 3.300% | Rate lock through 12-20-19      | Callable at par on March 1, 2025                                                 | Stradling Yocca Carlson & Rauth | \$8.5k     |                                                         |      | On parity with outstanding Series 2015 with same covenants and reporting requirements |                                         |

## DISCUSSION:

The lowest interest rate on the proposed responses came from Municipal Financial Corporation. However, the 2.45 percent rate was conditioned that the bond would be non-callable. Should the City ever wish to refund or restructure this obligation in the future, the Authority would be prevented from such a transaction. The next best alternative was Opus Bank which provided a 2.64 percent interest rate and the bonds would be callable on any date after 10 years without a prepayment penalty. In addition, up to 10 percent each year can be prepaid on any interest payment date without penalty. Should such prepayment occur, the prepayment would be applied to the end of the scheduled principal to shorten the term.

The team then prepared an analysis of current market conditions running a public offering and comparing it to the economics of the direct placement option from Opus Bank. Based on market conditions as of November 13, 2019, the savings under the two sale types are estimated as follows in Table 2:

| <i><b>Table 2: Estimated savings</b></i>                                                       |                                 |                                |
|------------------------------------------------------------------------------------------------|---------------------------------|--------------------------------|
| Estimated Refunding Results <sup>(1)</sup>                                                     | Direct Placement <sup>(2)</sup> | Public Offering <sup>(3)</sup> |
| Amount Outstanding                                                                             | \$9,530,000                     | \$9,530,000                    |
| Estimated Refunding Amount                                                                     | \$9,034,959                     | \$8,220,000                    |
| Total Savings                                                                                  | \$2,573,028                     | \$2,512,178                    |
| Average Annual Savings <sup>(4)</sup>                                                          | \$143,032                       | \$139,477                      |
| Net Present Value Savings                                                                      | \$2,036,818                     | \$2,075,347                    |
| Net Present Value Savings Percentage <sup>(5)</sup>                                            | 21.37%                          | 21.78%                         |
| <i>(1)</i> Assumes market interest rates as of November 13, 2019,                              |                                 |                                |
| <i>(2)</i> Assumes Opus Bank term sheet response at 2.64%, rate locked through the end of 2019 |                                 |                                |
| <i>(3)</i> Assumes rating, bond insurance and a reserve surety policy for reserve fund         |                                 |                                |
| <i>(4)</i> FY 2020 to FY 2037                                                                  |                                 |                                |
| <i>(5)</i> As a percentage of the amount of bonds outstanding                                  |                                 |                                |

The 2010 Bonds mature on March 1, 2038 and the proposed refunding is planned to mature on March 1, 2037, one year shorter than the 2010 Bonds. The reason to shorten the final maturity of the new bonds by one year is because the 2010 Bonds have a cash reserve fund that would normally be used to pay the final year of debt service thereby shortening the effective term of the 2010 Bonds from 2038 to 2037. The refunding is designed to match the same effective term of the 2010 Bonds.

While both the direct placement and public offering provide generally the same level of savings, the interest rate on the Opus Bank option is locked through the end of calendar year 2019. Interest rates in the public market vary each day. Should the Authority choose the public offering route, there would be the risk that the interest rates could move higher by the time the bonds get to market. It is estimated that a public offering would close in February of next year because of the additional time required to prepare an official statement and go through the rating process. Conversely, it is also possible interest rates could decline during this same period. The direct placement with a locked interest rate eliminates this risk all together.

**FINANCIAL IMPACT:**

Based on market interest rates of November 13, 2019, the estimated annual savings to the water fund are approximately \$143,000 per year. In addition, the net present value savings percentage is estimated at over 21 percent far exceeding the normal guideline for savings needing to exceed 3-5 percent to make a refinancing economical. In addition, the fees and expenses of the team members are fully contingent upon successful closing of the transaction and all fees and expenses are included in the numbers presented.

**ALTERNATIVES:**

Potential Council alternatives include:

- Direct staff to move forward on a public offering
- Direct staff to choose another direct placement lender
- Direct staff to forego the refinancing of the 2010 Bonds

**ATTACHMENTS:**

1. City of Madera Resolution  
Exhibit A – Specified Financial Information
2. Madera Public Financing Authority Resolution  
Exhibit A – Specified Financial Information
3. Fourth Supplemental Installment Sale Agreement  
Exhibit A – 2019 Installment Payments  
Exhibit B – Documents Delivered at Closing
4. Trust Agreement  
Exhibit A – Form of Bond  
Exhibit B – Form of Original Purchaser's Letter of Representations  
Exhibit C – Form of Subsequent Purchaser's Letter of Representations
5. Escrow Agreement  
Exhibit A – Notice of Defeasance  
Exhibit B - Notice of Redemption



**RESOLUTION NO. \_\_\_\_**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA  
APPROVING THE ISSUANCE BY THE MADERA PUBLIC FINANCING  
AUTHORITY OF THE AUTHORITY'S WATER REVENUE REFUNDING  
BOND, SERIES 2019; APPROVING THE FORMS OF AND AUTHORIZING  
EXECUTION AND DELIVERY OF A FOURTH SUPPLEMENTAL  
INSTALLMENT SALE AGREEMENT, AND RELATED DOCUMENTS;  
AND AUTHORIZING NECESSARY RELATED ACTIONS**

**WHEREAS**, the Madera Public Financing Authority (the "Authority") is a joint exercise of powers agency duly organized and operating pursuant to Chapter 5 of Division 7 of Title 1 of the California Government Code (the "Act") and a joint exercise of powers agreement (the "Joint Powers Agreement") between the City of Madera (the "City") and the City of Madera Redevelopment Agency;

**WHEREAS**, Article 4 of the Act and its Joint Powers Agreement authorize the Authority to acquire property and issue bonds to assist the City in financing public improvements and to issue bonds to refund prior bonds of the Authority;

**WHEREAS**, the Authority and the City have entered into a Master Installment Sale Agreement dated March 1, 2006, and a Second Supplemental Installment Sale Agreement dated November 1, 2010, pursuant to which the City purchased from the Authority facilities for the City's water supply and distribution system (the "2010 Water Project") in exchange for the installment payments described therein (the "2010 Installment Payments"), which are payable solely from the revenues of the City's water system;

**WHEREAS**, to finance the costs of the 2010 Water Project, the Authority issued its Madera Public Financing Authority Water Revenue Bonds, Series 2010 (the "Prior Bonds"), the debt service on which is payable from the 2010 Installment Payments;

**WHEREAS**, the City has determined that it is in best interests of the City to refund the Prior Bonds maturing on and after March 1, 2020 (the "Refunded Bonds"), and the City and the Authority intend to authorize the issuance of a refunding bond (the "Bond") and to amend and restate the 2010 Installment Payments, which restated and amended installment payments will be applied by the Authority to pay debt service on the Bond;

**WHEREAS**, the following proposed agreements relating to the financing, which is incorporated herein by reference, has been presented to the City Council for its review and approval:

The fourth supplemental installment sale agreement (the "Fourth Supplemental Installment Sale Agreement"), between the Authority and the City, whereby the City will acquire the specific water system improvements described therein for the payments to be detailed therein with respect to the Bond;

**WHEREAS**, it appears to the City Council that the authorization, approval, execution, and delivery of the agreements and documents described above or contemplated thereby or incidental thereto and the issuance, sale, and delivery of the Bond by the Authority, are desirable and in the best interests of the City;

**WHEREAS**, amendments to Government Code section 8855(i) made by SB 1029, effective January 1, 2017, impose upon local agencies a mandate to adopt local debt policies prior to their issuing any debt after January 1, 2017;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Madera as follows:

**Section 1.**     Recitals. The foregoing recitals are true and correct and the City Council so finds and determines.

**Section 2.**     Approval of Financing. The City Council hereby approves the issuance of the Bond by the Authority in an amount not to exceed \$9,500,000 for the purpose of refunding the Refunded Bonds.

**Section 3.**     Authorization of Officers to Execute and Deliver Documents. The City Council hereby authorizes and directs the Mayor, the City Manager, the Director of Financial Services, and the City Clerk and their designees (the “Designated Officers”), and each of them individually, for and in the name of the City, to approve, execute, and deliver the Fourth Supplemental Installment Sale Agreement, in substantially the form presented to the City Council at this meeting, which agreement is hereby approved, with such changes, insertions, revisions, corrections, or amendments as shall be approved by the officer or officers executing the agreement for the City. The execution of the foregoing by a Designated Officer or Officers shall constitute conclusive evidence of such officer’s or officers’ and the City Council’s approval of any such changes, insertions, revisions, corrections, or amendments to the form of agreement presented to the City Council at this meeting.

**Section 4.**     Identification of Professionals Involved. The City Council has engaged the firm of Del Rio Advisors, LLC, to act as municipal advisor (the “Municipal Advisor”), the firm of Hilltop Securities Inc., as placement agent, and the firm of Kronick, Moskovitz, Tiedemann & Girard, a Professional Corporation, to act as bond counsel with respect to the issuance of the Bond.

**Section 5.**     Disclosure of Specified Financing Information. Pursuant to the requirements of Government Code section 5852.1, the City is required to disclose at a public meeting certain information related to the financing. The City Council has obtained from the Municipal Advisor good faith estimates of this required information and hereby discloses the estimates information as shown in Exhibit A attached hereto and incorporated herein by reference.

**Section 6.**     Debt Policy. On October 18, 2017, the Authority and the City approved their debt management policy (the “Debt Policy”) as required by amendments to Government Code section 8855(i). The Debt Policy remains in full force and effect. The sale and issuance of the Bond by the Authority as contemplated by this resolution are in compliance with the Debt Policy.

**Section 7.**     Authorization of Officers to Execute Documents. The City Council hereby authorizes and directs the Designated Officers and other officers and agents of the City, and each of them individually, for and in the name of and on behalf of the City, to do any and all things and to execute and deliver any and all documents that they may deem necessary or advisable in order to complete the sale, issuance, and delivery of the Bond and otherwise to carry out, give effect to, and comply with the terms and intent of this resolution. All actions heretofore taken by such officers and agents that are in conformity with the purposes and intent of this resolution are hereby ratified, confirmed and approved in all respects.

**Section 8.**     Effective Date. This resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED** by the City of Madera this 18<sup>th</sup> day of December 2019, by the following vote:

**AYES:**

**NOES:**

**ABSTENTIONS:**

**ABSENT:**

APPROVED:

---

ANDREW J. MEDELLIN, Mayor

ATTEST:

---

ALICIA GONZALES, City Clerk

APPROVED AS TO LEGAL FORM:

---

General Counsel

## **Exhibit A**

### **Specified Financial Information**

The good faith estimates set forth herein are provided with respect to the Bond. Such good faith estimates have been provided to the City and the Authority by Del Rio Advisors, LLC, as municipal advisor to the City and the Authority. Each estimate is based on the Authority's financing plan and current market conditions, including market interest rates prevailing at the time of preparation of the estimate.

Principal Amount. The estimated aggregate principal amount of the Bond to be sold is \$9,035,000.

True Interest Cost. The estimated true interest cost of the Bond, which means the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the Bond, is 2.64%.

Finance Charge. The estimated finance charge for the Bond, which means the sum of all fees and charges paid to third parties (or costs associated with the Bond), is \$95,000.

Amount of Proceeds to be Received. The estimate of the amount of proceeds to be received by the Authority from the sale of the Bond, less the finance charge of the Bond, as estimated above, and any reserves or capitalized interest paid or funded with proceeds of the Bond, is \$9,724,000. (No capitalized interest is expected to be funded with proceeds of the Bond.)

Total Payment Amount. The estimated total payment amount, which means the sum total of all payments the Authority will make to pay debt service on the Bond, plus the finance charge for the Bond, as described above, not paid with the proceeds of the Bond, calculated to the final maturity of the Bond, is \$11,225,000.

The foregoing estimates are good faith estimates only. The actual figures may differ from the estimates owing to (a) differences between assumptions regarding the date of the sale of the Bond, the principal amount of Bond sold, the amortization of the Bond, and market interest rates at the time of sale of the Bond and actual facts, (b) other market conditions, (c) changes in the Authority's financing plan, or (d) a combination of such factors.

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE MADERA PUBLIC FINANCING AUTHORITY APPROVING THE FORMS OF AND AUTHORIZING EXECUTION AND DELIVERY OF THE FOURTH SUPPLEMENTAL INSTALLMENT SALE AGREEMENT, THE TRUST AGREEMENT, AND THE ESCROW AGREEMENT RELATED TO THE MADERA PUBLIC FINANCING AUTHORITY WATER REVENUE REFUNDING BOND, SERIES 2019; AUTHORIZING THE ISSUANCE OF A BOND; AND APPROVING OTHER ACTIONS RELATED TO THE BOND**

**WHEREAS**, the Madera Public Financing Authority (the “Authority”) is a joint exercise of powers agency duly organized and operating pursuant to Chapter 5 of Division 7 of Title 1 of the California Government Code (the “Act”) and a joint exercise of powers agreement (the “Joint Powers Agreement”) between the City of Madera (the “City”) and the City of Madera Redevelopment Agency;

**WHEREAS**, Article 4 of the Act and its Joint Powers Agreement authorize the Authority to acquire property and issue bonds to assist the City in financing public improvements and to issue bonds to refund prior bonds of the Authority;

**WHEREAS**, the Authority and the City have entered into a Master Installment Sale Agreement dated March 1, 2006, and a Second Supplemental Installment Sale Agreement dated November 1, 2010, pursuant to which the City purchased from the Authority facilities for the City’s water supply and distribution system (the “2010 Water Project”) in exchange for the installment payments described therein (the “2010 Installment Payments”), which are payable solely from the revenues of the City’s water system;

**WHEREAS**, to finance the costs of the 2010 Water Project, the Authority issued its Madera Public Financing Authority Water Revenue Bonds, Series 2010 (the “Prior Bonds”), the debt service on which is payable from the 2010 Installment Payments;

**WHEREAS**, the City has determined that it is in best interests of the City to refund the Prior Bonds maturing on and after March 1, 2020 (the “Refunded Bonds”), and the City and the Authority intend to authorize the issuance of a refunding bond (the “Bond”) and to amend and restate the 2010 Installment Payments, which restated and amended installment payments will be applied by the Authority to pay debt service on the Bond;

**WHEREAS**, the following proposed agreements and documents relating to the issuance, sale and delivery of the Bond by the Authority, which are incorporated herein by reference, have been presented to the Board of Directors of the Authority (the “Board”) for its review and approval:

1. The fourth supplemental installment sale agreement (the “Fourth Supplemental Installment Sale Agreement”), between the Authority and the City whereby the City will acquire the specific water system improvements described therein for the payments to be detailed therein with respect to the Bond;

2. The trust agreement (the “Trust Agreement”) between the Authority and The Bank of New York Mellon Trust Company, N.A., as trustee, which will specify the terms of the Bond;
3. The escrow agreement (the “Escrow Agreement”) between the Authority and The Bank of New York Mellon Trust Company, N.A., as escrow agent, that provides for the deposit of funds sufficient to pay debt service on the Refunded Bonds through March 1, 2020, and to retire the Refunded Bonds on that date;

**WHEREAS**, it appears to the Board that the authorization, approval, execution, and delivery of the agreements and documents described above or contemplated thereby or incidental thereto and the issuance, sale, and delivery of the Bond in accordance with the Trust Agreement, are desirable and in the best interests of the Authority;

**WHEREAS**, amendments to Government Code section 8855(i) made by SB 1029, effective January 1, 2017, impose upon local agencies a mandate to adopt local debt policies prior to their issuing any debt after January 1, 2017;

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Directors of the Madera Public Financing Authority, as follows:

**Section 1.**     Recitals. The foregoing recitals are true and correct and the Board so finds and determines.

**Section 2.**     Authorization of Officers to Execute and Deliver Documents. The Board hereby authorizes and directs the Chairman, Executive Director, the Vice-Chairman, the Secretary, and the Treasurer/Auditor of the Authority and their designees (the “Designated Officers”), for and in the name of the Authority, to approve, execute, and deliver the following agreements and documents:

- a.     the Fourth Supplemental Installment Sale Agreement;
- b.     the Trust Agreement;
- c.     the Escrow Agreement;

in substantially the forms presented to the Board at this meeting, which documents are hereby approved, with such changes, insertions, revisions, corrections, or amendments as shall be approved by the officer or officers executing the document for the Authority. The execution of the foregoing documents by a Designated Officer or Officers shall constitute conclusive evidence of such officer’s or officers’ and the Board’s approval of any such changes, insertions, revisions, corrections, or amendments to the respective forms of documents presented to the Board at this meeting. The date, respective principal amounts of each maturity, the interest rates, interest payment dates, denominations, forms, registration privileges, place or places of payment, terms of redemption, and other terms of the Bond, shall be as provided in the Trust Agreement, as finally executed.

**Section 3.** Authorization to Issue the Bond. The Board hereby authorizes the issuance of the Bond in accordance with the terms of the Trust Agreement, as finally executed.

**Section 4.** Authorization of Sale. The Board hereby authorizes the sale of the Bond to Opus Bank (the “Purchaser”). The Designated Officers are hereby authorized and directed to negotiate with the Purchaser the final terms of the sale and its timing. The Board hereby determines that the sale of the Bond by negotiation would result in an overall lower cost.

**Section 5.** Execution of the Bond. The Designated Officers are hereby authorized and directed to execute the Bond on behalf of the Authority.

**Section 6.** Identification of Professionals Involved. The Board hereby approves the firm of Del Rio Advisors, LLC, to act as municipal advisor (the “Municipal Advisor”), Hilltop Securities Inc., to act as placement agent, and the firm of Kronick, Moskovitz, Tiedemann & Girard, a Professional Corporation, to act as bond counsel with respect to the issuance of the Bond.

**Section 7.** Disclosure of Specified Financing Information. Pursuant to the requirements of Government Code section 5852.1, the Authority is required to disclose at a public meeting certain information related to the financing. The Board has obtained from the Municipal Advisor good faith estimates of this required information and hereby discloses the estimates information as shown in Exhibit A attached hereto and incorporated herein by reference.

**Section 8.** Debt Policy. On October 18, 2017, the Authority and the City approved their debt management policy (the “Debt Policy”) as required by amendments to Government Code section 8855(i). The Debt Policy remains in full force and effect. The sale and issuance of the Bond as contemplated by this resolution are in compliance with the Debt Policy.

**Section 9.** General Authorization. The Board hereby authorizes and directs the Designated Officers and other officers and agents of the Authority, and each of them individually, for and in the name of and on behalf of the Authority, to do any and all things and to execute and deliver any and all documents that they may deem necessary or advisable in order to complete the sale, issuance, and delivery of the Bond and otherwise to carry out, give effect to, and comply with the terms and intent of this resolution. All actions heretofore taken by such officers and agents that are in conformity with the purposes and intent of this resolution are hereby ratified, confirmed and approved in all respects.

**Section 10.** Effective Date. This resolution shall take effect immediately upon its passage.

**PASSED AND ADOPTED** this 18th day of December 2019, by the following vote:

**AYES:**

**NOES:**

**ABSTENTIONS:**

**ABSENT:**

**APPROVED:**

---

ANDREW J. MEDELLIN, Chairperson

**ATTEST:**

---

ALICIA GONZALES, Secretary

**APPROVED AS TO LEGAL FORM:**

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General Counsel



## **Exhibit A**

### **Specified Financial Information**

The good faith estimates set forth herein are provided with respect to the Bond. Such good faith estimates have been provided to the Authority by Del Rio Advisors, LLC, as municipal advisor to the Authority. Each estimate is based on the Authority's financing plan and current market conditions, including market interest rates prevailing at the time of preparation of the estimate.

Principal Amount. The estimated aggregate principal amount of the Bond to be sold is \$9,035,000.

True Interest Cost. The estimated true interest cost of the Bond, which means the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the Bond, is 2.64%.

Finance Charge. The estimated finance charge for the Bond, which means the sum of all fees and charges paid to third parties (or costs associated with the Bond), is \$95,000.

Amount of Proceeds to be Received. The estimate of the amount of proceeds to be received by the Authority from the sale of the Bond, less the finance charge of the Bond, as estimated above, and any reserves or capitalized interest paid or funded with proceeds of the Bond, is \$9,724,000. (No capitalized interest is expected to be funded with proceeds of the Bond.)

Total Payment Amount. The estimated total payment amount, which means the sum total of all payments the Authority will make to pay debt service on the Bond, plus the finance charge for the Bond, as described above, not paid with the proceeds of the Bond, calculated to the final maturity of the Bond, is \$11,225,000.

The foregoing estimates are good faith estimates only. The actual figures may differ from the estimates owing to (a) differences between assumptions regarding the date of the sale of the Bond, the principal amount of Bond sold, the amortization of the Bond, and market interest rates at the time of sale of the Bond and actual facts, (b) other market conditions, (c) changes in the Authority's financing plan, or (d) a combination of such factors.

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**FOURTH SUPPLEMENTAL  
INSTALLMENT SALE AGREEMENT**

**between the**

**CITY OF MADERA**

**and the**

**MADERA PUBLIC FINANCING AUTHORITY**

**Dated December 1, 2019**

**relating to**

**\$(PRINCIPAL AMOUNT)  
MADERA PUBLIC FINANCING AUTHORITY  
WATER REVENUE REFUNDING BOND, SERIES 2019**

**(supplemental to the Master Installment Sale Agreement dated March 1, 2006,  
the First Supplemental Installment Sale Agreement dated March 1, 2006,  
the Second Supplemental Installment Sale Agreement dated November 1, 2010, and the  
Third Supplemental Installment Sale Agreement dated December 1, 2015)**

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## **FOURTH SUPPLEMENTAL INSTALLMENT SALE AGREEMENT**

This FOURTH SUPPLEMENTAL INSTALLMENT SALE AGREEMENT, dated December 1, 2019 (this “Fourth Supplemental Installment Sale Agreement”), between the CITY OF MADERA (the “City”), a municipal corporation duly organized and existing under and by virtue of the laws of the State of California, and the MADERA PUBLIC FINANCING AUTHORITY (the “Authority”), a joint exercise of powers agency established pursuant to the laws of the State of California;

### **W I T N E S S E T H:**

WHEREAS, the Authority has heretofore assisted the City to finance and refinance improvements to the City’s water supply and distribution facilities pursuant to the Master Installment Sale Agreement dated March 1, 2006, as supplemented by the First Supplemental Installment Sale Agreement dated March 1, 2006, the Second Supplemental Installment Sale Agreement dated November 1, 2010, and the Third Supplemental Installment Sale Agreement dated December 1, 2015;

WHEREAS, pursuant to the Trust Agreement dated November 1, 2010 (the “2010 Trust Agreement”), between the Authority and The Bank of New York Mellon Trust Company, N.A. as trustee (the “Prior Trustee”), the Authority issued its Water Revenue Bonds, Series 2010 (the “Prior Bonds”), and assigned to the Prior Trustee without recourse all rights to receive installment payments under the Second Supplemental Installment Sale Agreement (the “2010 Installment Payments”) to secure the payment of the Prior Bonds;

WHEREAS, the City has determined that it is in best interests of the City to refund the Prior Bonds, and the City and the Authority intend to authorize the issuance of a refunding bond (the “2019 Bond”) pursuant to the Trust Agreement dated December 1, 2019 (the “2019 Trust Agreement”), between the Authority and The Bank of New York Mellon Trust Company, N.A. as trustee (the “Trustee”);

WHEREAS, the City and the Authority intend to amend and restate the 2010 Installment Payments pursuant to this Fourth Supplemental Installment Sale Agreement;

WHEREAS, the installment payments provided for herein will be applied by the Authority to secure and repay the 2019 Bond authorized pursuant to the 2019 Trust Agreement;

WHEREAS the Authority and the City have duly authorized the execution of this Fourth Supplemental Installment Sale Agreement;

WHEREAS, all acts, conditions, and things required by law to exist, to have happened, and to have been performed precedent to and in connection with the execution and delivery of this Fourth Supplemental Installment Sale Agreement do exist, have happened, and have been performed in regular and due time, form, and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Fourth Supplemental Installment Sale Agreement;

NOW, THEREFORE, the parties hereto agree as follows:

**Section 1. Definitions.** For all purposes of this Fourth Supplemental Installment Sale Agreement and of any certificate, opinion, or other document herein mentioned, unless the context otherwise requires or unless otherwise defined herein, all defined terms have the meanings set forth in the Master Installment Sale Agreement dated March 1, 2006, between the Authority and the City.

**Audited Financial Statements** means the balance sheet of the City as of June 30 (which includes a separate balance sheet and statement of revenue for the Water System) and the related statement of revenues and expenses and changes in financial position for the year then ended and the auditors' reports with respect thereto, prepared in accordance with generally accepted accounting principles consistently applied, except as stated in the notes thereto.

**Escrow Agent** means The Bank of New York Mellon Trust Company, N.A.

**Escrow Agreement** means the Escrow Agreement dated December 1, 2019, between the Authority and the Escrow Agent.

**Master Installment Sale Agreement** means the Master Installment Sale Agreement dated March 1, 2006, between the Authority and the City, as originally executed and entered into and as it may from time to time be amended or supplemented in accordance with the terms thereof.

**Prior Bonds** means the Madera Public Financing Authority Water Revenue Bonds, Series 2010, issued pursuant to the 2010 Trust Agreement.

**Restated Purchase Price** means the principal amount plus interest thereon owed by the City to the Authority under the terms hereof as provided in Section 4 (Restated Purchase Price).

**Second Supplemental Installment Sale Agreement** means the Second Supplemental Installment Sale Agreement dated November 1, 2010, between the Authority and the City.

**Trustee** means The Bank of New York Mellon Trust Company, N.A. as trustee under the 2019 Trust Agreement.

**2010 Trust Agreement** means the Trust Agreement dated November 1, 2010, between the Authority and The Bank of New York Mellon Trust Company, N.A. as trustee.

**2010 Water Project** means the project as defined in the Second Supplemental Installment Sale Agreement.

**2019 Bond** means the Madera Public Financing Authority Water Revenue Refunding Bond, Series 2019, issued pursuant to the 2019 Trust Agreement.

**2019 Installment Payments** means the installment payments of interest and principal and the redemption premiums, if any, payable by the City under and pursuant to this Fourth Supplemental Installment Sale Agreement.

**2019 Trust Agreement** means the Trust Agreement dated December 1, 2019, between the Authority and the Trustee.

**Section 2. Amended and Restated Terms of Sale of the 2010 Water Project.** The Authority and the City hereby amend and restate the terms of the sale of the 2010 Water Project set forth in the Second Supplemental Installment Sale Agreement, and the City agrees to so purchase the 2010 Water Project from the Authority pursuant to the terms and conditions specified herein.

**Section 3. Defeasance of the Prior Bonds.** To permit the amendment and restatement of the 2010 Installment Payments as the 2019 Installment Payments, the Authority and the City shall cause to be deposited with the Escrow Agent the sum of \$\_\_\_\_\_, of which \$\_\_\_\_\_ will be deposited from the proceeds of the 2019 Bond, \$\_\_\_\_\_ will be transferred from the Reserve Fund established pursuant to the 2010 Trust Agreement, and \$\_\_\_\_\_ will be transferred from the City of Madera Parity Obligation Payment Fund. The amounts deposited in the Escrow Fund and/or the securities purchased therewith and the earnings thereon will be used to pay the interest on and the principal of the Prior Bonds that is due on March 1, 2020, and to pay on March 1, 2020, the Redemption Price of the Prior Bonds that mature on and after March 1, 2021.

**Section 4. Restated Purchase Price.**

A. Restated Purchase Price. The Restated Purchase Price to be paid by the City hereunder for the 2010 Water Project is the sum of principal amount of the City's obligation hereunder plus the interest to accrue on the unpaid balance of such principal amount from the effective date hereof over the term hereof, subject to prepayment as provided in Section 6 (Prepayment).

B. Principal Component. The principal amount of the 2019 Installment Payments to be made by the City for the 2010 Water Project hereunder is \$[PRINCIPAL AMOUNT].

C. Interest Component. The interest to accrue on the unpaid balance of such principal amount of 2019 Installment Payments is as specified in Exhibit A and shall be paid by the City as and constitutes interest paid on the principal amount of the City's obligations hereunder.

**Section 5. Installment Payments.** The Authority and the City hereby agree that the City shall pay the Restated Purchase Price to the Trustee in 2019 Installment Payments on each Installment Payment Date in the amounts shown on Exhibit A, subject to any rights of prepayment provided in Section 6 (Prepayment). The Trustee will apply the 2019 Installment Payments for the payment of principal (whether at maturity or upon redemption or acceleration) of and interest on the 2019 Bond, until all such amounts shall have been fully paid or provision for the payment thereof shall have been made in accordance with the 2019 Trust Agreement.

The City shall pay the 2019 Installment Payments to the Trustee in immediately available funds for deposit in the Revenue Fund established pursuant to the 2019 Trust Agreement. If the City will not have sufficient Net Water Revenues to make all Installment Payments due on an Installment Payment Date, the City shall so notify the Trustee and the Original Purchaser fifteen (15) Business Days before such Installment Payment Date. If the City fails to make any of the

payments required to be made by it under this section, such payment shall continue as an obligation of the City until such amount shall have been fully paid, and the City agrees to pay the same with interest accruing thereon at the rate or rates of interest then applicable to the remaining unpaid principal balance of the 2019 Installment Payments, respectively, if paid in accordance with their terms.

The obligation of the City hereunder shall constitute a Parity Obligation under the Master Installment Sale Agreement.

The obligation of the City to make the 2019 Installment Payments to the Authority hereunder is, subject to Section 7.01 (Liability of City Limited to Net Water Revenues) of the Master Installment Sale Agreement, absolute and unconditional, and until such time as the 2019 Installment Payments shall have been paid in full (or provision for the payment thereof shall have been made pursuant to Article VI (Discharge of Obligations) of the Master Installment Sale Agreement), the City shall not discontinue or suspend any 2019 Installment Payment required to be paid by it under this section when due, whether or not the Water System, or any part thereof is operating or operable, or its use is suspended, interfered with, reduced, curtailed or terminated in whole or in part, and such 2019 Installment Payments shall not be subject to reduction whether by offset, abatement or otherwise and shall not be conditional upon the performance or non-performance by any party to any agreement for any cause whatsoever.

**Section 6. Prepayment.** If the 2019 Bond is optionally redeemed prior to maturity in accordance with the terms and conditions of the 2019 Trust Agreement, the corresponding 2019 Installment Payments hereunder shall be deemed to have been prepaid.

**Section 7. Federal Income Tax Covenants.** The Authority and the City shall at all times do and perform all acts and things permitted by law and the Master Installment Sale Agreement that are necessary or desirable in order to assure that interest on the 2019 Bond is and continues to be excludable from gross income for federal income tax purposes and shall take no action that would result in such interest's not being so excludable. Without limiting the generality of the foregoing, the Authority and the City agree to comply with the provisions of the Tax Certificate delivered on the date of issuance of the 2019 Bond. This covenant survives the defeasance of this Fourth Supplemental Installment Sale Agreement or the 2019 Trust Agreement or payment in full of the 2019 Installment Payments or the 2019 Bond.

**Section 8. Additional Information.** The City agrees to furnish to the Original Purchaser (as defined in the 2019 Trust Agreement) its Audited Financial Statements within two hundred seventy days (270) of the end of the Fiscal Year. Not more than two hundred seventy (270) days after the close of each Fiscal Year, the City shall file with the Original Purchaser a Certificate of the City stating: (i) that it is in compliance with the covenants set forth in contained herein relating to the rates and charges for the Water System for each Fiscal Year; (ii) the number of accounts serviced by the Water System; (iii) the top 10 customers of the Water System; and (iv) the debt service calculation for such Fiscal Year, which shall be calculated by dividing the Net Revenues received in such Fiscal Year by the total payments made on the 2019 Installment Payments and all Parity Obligations in such Fiscal Year. Any audited financial statements furnished to the Bank shall be prepared in accordance with generally accepted accounting principles, consistently applied, and shall fairly present the City's financial condition as of the date

of the statements. Within thirty (30) days of adoption by the City Council, the City will provide the Original Purchaser with a copy of its annual budget and any interim updates or modifications to such budget.

**Section 9. Amendment to Master Installment Sale Agreement.** In accordance with Section 7.03 (Amendments to Master Installment Sale Agreement) of the Master Installment Sale Agreement, the following amendments are hereby made:

A. to the definition of “Water System” as found in the Master Installment Sale Agreement to correct a typographical error and which is hereby found by both the City and the Authority as to not materially adversely affect the interests of the holders of the Obligations or result in any material impairment of the security given for payment of the Obligations:

“Water System” means all facilities for providing domestic water service now owned by the City and all other facilities acquired and constructed by the City and determined to be a part of the Water System, together with all additions, betterments and improvements to such facilities or any part thereof hereafter acquired and constructed by the City, but excluding any separate utility system acquired or constructed by the City pursuant to Section 4.16 (Separate Utility Systems) of the Master Installment Sale Agreement.

B. the last paragraph of subsection (B) of Section 2.03 (Revenue Fund; Pledge of Net Water Revenues) is hereby amended to read as follows:

All money on deposit in the Parity Obligation Payment Fund shall be transferred by the Director of Finance to the Trustee or other third party payee thereof to make and satisfy the Parity Payments due on the next applicable Payment Dates on such dates and so the Trustee will be able to satisfy the requirements of each Issuing Document for the deposit of revenues for the payment of debt service on the Parity Obligations.

C. Section 5.01 (Events of Default) is hereby amended to read as follows:

SECTION 5.01. Events of Default. If one or more of the following Events of Default happens, that is to say -

(1) if default is made in the due and punctual payment of any Payment under any Supplemental Installment Sale Agreement or any Parity Obligation when and as the same becomes due and payable;

(2) if default is made by the City in the performance of any other of the agreements or covenants contained herein or in any Supplemental Installment Sale Agreement required to be performed by it, and such default continues for a period of thirty (30) days after the City is given notice in writing of such default by the Authority or the Trustee; provided, however, that if such default is susceptible of cure but cannot reasonably be cured within such 30-day period, and the City commences to cure such default within such 30-day period and thereafter diligently proceeds to cure the same, such 30-day period shall be extended for an additional period of time as is reasonably necessary for the City in the exercise of due diligence to cure such default, such additional period not to exceed 30 days;



(3) if the City files a petition or answer seeking arrangement or reorganization under the federal bankruptcy laws or any other applicable law of the United States of America or any state therein, or if a court of competent jurisdiction approves a petition filed with or without the consent of the City seeking arrangement or reorganization under the federal bankruptcy laws or any other applicable law of the United States of America or any state therein, or if under the provisions of any other law for the relief or aid of debtors any court of competent jurisdiction assumes custody or control of the City or of the whole or any substantial part of its property;

(4) if payment of the principal of any Parity Obligations is accelerated in accordance with its terms;

(5) if any representation, warranty, or certification made by the City in connection with the delivery of any Supplemental Installment Sale Agreement proves to have been false or incorrect in any material respect when made; or

(6) there occurs a material adverse change in, or material adverse effect on, the financial condition of the City or its ability to perform its obligations hereunder;

then, and in each and every such case during the continuance of an Event of Default specified in clause (1), (3), or (4) above, the Authority shall and, for any other Event of Default, the Authority may, by notice in writing to the City given not later than three (3) Business Days after it receives notice of an Event of Default, declare the entire amount of the unpaid principal amount of the Payments and the accrued interest thereon to be due and payable immediately, and upon any such declaration the same are immediately due and payable, anything contained herein to the contrary notwithstanding; provided that, if, at any time after the entire amount of the unpaid principal amount of the Payments and the accrued interest thereon are so declared due and payable and before any judgment or decree for the payment of the money due is obtained or entered, the City deposits with the Authority a sum sufficient to pay the unpaid principal amount of the Payments due and payable prior to such declaration and the accrued interest thereon, with interest on such overdue installments at the rate or rates applicable to such unpaid principal amounts of the Payments if paid in accordance with their terms, and the reasonable expenses of the Authority, and any and all other defaults known to the Authority (other than in the payment of the entire amount of the unpaid Payments due and payable solely by reason of such declaration) are made good or cured to the satisfaction of the Authority or provision deemed by the Authority to be adequate is made therefor, then and in every such case the Authority, by written notice to the City, may rescind and annul such declaration and its consequences; but no such rescission and annulment extends to or affects any subsequent default or impairs or exhausts any right or power consequent thereon.

**Section 10. Provisions of the Installment Sale Agreement.** Except as in this Fourth Supplemental Installment Sale Agreement expressly provided, every term and condition contained in the Master Installment Sale Agreement shall apply to this Fourth Supplemental Installment Sale Agreement with the same force and effect as if the same were herein set forth at length, with such omissions, variations and modifications thereof as may be appropriate to make the same conform to this Fourth Supplemental Installment Sale Agreement.

This Fourth Supplemental Installment Sale Agreement and all the terms and provisions herein contained shall form part of the Master Installment Sale Agreement as fully and with the

same effect as if all such terms and provisions had been set forth in the Master Installment Sale Agreement. The Master Installment Sale Agreement is hereby ratified and confirmed and shall continue in full force and effect in accordance with the terms and provisions thereof, as supplemented and amended hereby.

**Section 11. Separability of Invalid Provisions.** If any one or more of the provisions contained in this Fourth Supplemental Installment Sale Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in this Fourth Supplemental Installment Sale Agreement and such invalidity, illegality, or unenforceability shall not affect any other provision of this Fourth Supplemental Installment Sale Agreement, and this Fourth Supplemental Installment Sale Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. The City and the Authority each hereby declares that it would have adopted this Fourth Supplemental Installment Sale Agreement and each and every other Section, paragraph, sentence, clause, or phrase hereof irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this Fourth Supplemental Installment Sale Agreement may be held illegal, invalid, or unenforceable.

**Section 12. Documents to be Delivered at Closing.** On or prior to the date of delivery of the Bond, the City and the Authority shall cause to be delivered to the Original Purchaser the documents listed in Exhibit B. The City and the Authority shall not deliver the Bond to the Original Purchaser until the Original Purchaser has executed and delivered to the District a Letter of Representations in the form as found attached as Exhibit B to the Trust Agreement.

**Section 13. Effect of Headings and Table of Contents.** The headings or titles of the several Sections hereof, and any table of contents appended to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction, or effect of this Fourth Supplemental Installment Sale Agreement.

**Section 14. Execution in Counterparts.** This Fourth Supplemental Installment Sale Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

*[Signature page follows]*

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Supplemental Installment Sale Agreement by their officers thereunto duly authorized as of the day and year first written above.

**CITY OF MADERA**

By: \_\_\_\_\_  
City Manager

**ATTEST:**

\_\_\_\_\_  
City Clerk

**MADERA PUBLIC FINANCING  
AUTHORITY**

By: \_\_\_\_\_  
Chairperson

**ATTEST:**

\_\_\_\_\_  
Secretary

Consent By Trustee:

In accordance with the requirements of Section 7.03 (Amendments to Master Installment Sale Agreement), Trustee hereby consents to the revision found in Section 9 herein.

**THE BANK OF NEW YORK MELLON  
TRUST COMPANY, N.A.**

By: \_\_\_\_\_  
Authorized Officer

## EXHIBIT A

### 2019 Installment Payments

| Installment Payment<br>Dates | Amount Attributable<br>to Principal | Amount Attributable<br>to Interest | Total |
|------------------------------|-------------------------------------|------------------------------------|-------|
|------------------------------|-------------------------------------|------------------------------------|-------|

## **EXHIBIT B**

### **Documents Delivered at Closing**

The following documents shall be delivered at or prior to the Closing Date, the date of delivery of the Bond to the Original Purchaser thereof (the “Closing Date”).

A. Certificate of the City. A certificate, dated the Closing Date, to the effect that:

(i) The City is a municipal corporation duly organized and existing under the Constitution and laws of the State of California, and the 2019 Installment Payments will constitute the obligations of a municipal entity within the meaning of Section 103(a) of the Tax Code, notwithstanding Section 103(b) of the Tax Code.

(ii) The City has full legal right, power and authority to enter into the Fourth Supplemental Installment Sale Agreement and to carry out its obligations thereunder.

(iii) The City is not currently, and has not been at any time, in default under any long-term debt obligations.

(iv) The City’s audited financial statements for the period ended June 30, 2018, and the draft audited financial statements for the period ended June 30, 2019, present fairly the financial condition of the City and the Water System as of the date thereof and the results of operation for the period covered thereby. Except as has been disclosed to the Trustee, there has been no change in the financial condition of the City or the Water System since June 30, 2018, that will in the reasonable opinion of the City materially impair its ability to perform its obligations under the Installment Sale Agreement. All information provided by the City to the Original Purchaser with respect to the financial performance of the Water System is accurate in all material respects as of its respective date and does not omit any information necessary to make the information provided not misleading.

(v) As currently conducted, the City’s activities with respect to the Water System are in all material respects in compliance with all applicable laws, administrative regulations of the State and of the United States and any agency or instrumentality of either, and any judgment or decree to which the City is subject.

(vi) By proper action, the City has duly authorized the execution, delivery and due performance of the Fourth Supplemental Installment Sale Agreement.

(vii) All information, reports and other papers and data furnished by the City to the Original Purchaser were, at the time the same were so furnished, complete and accurate in all material respects and insofar as necessary to give the Original Purchaser a true and accurate knowledge of the subject matter and were provided in expectation of the Original Purchaser’s reliance thereon in entering into the transactions contemplated by the Fourth Supplemental Installment Sale Agreement. No fact is known to the City which has had or, so far as the City can now reasonably foresee, may in the future have a material adverse effect, which has not been set forth in the financial statements previously furnished to the Original Purchaser or in other such information, reports, papers and data or otherwise

disclosed in writing to the Original Purchaser prior to the Closing Date. Any financial, budget and other projections furnished to the Original Purchaser by the City or its or their agents were prepared in good faith on the basis of the assumptions stated therein, which assumptions were fair and reasonable in light of the conditions existing at the time of delivery of such financial, budget or other projections, and represented, and as of the date of this representation, represent the City's best estimate of its future financial performance. No document furnished nor any representation, warranty or other written statement made to the Original Purchaser in connection with the negotiation, preparation or execution of the Fourth Supplemental Installment Sale Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state (as of the date made or furnished) any material fact necessary in order to make the statements contained herein or therein, in light of the circumstances under which they were or will be made, not misleading.

(viii) Neither the execution and delivery of the Fourth Supplemental Installment Sale Agreement nor the fulfillment of or compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated hereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the City is now a party or by which the City is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrances whatsoever upon any of the property or assets of the City, other than as set forth herein.

(ix) The City is empowered to set rates, fees and charges for the services and facilities furnished by the Water System without review or approval by any state or local government agency.

(x) There is no action, suit, proceeding, inquiry or investigation before or by any court or federal, state, municipal or other governmental authority pending or, to the knowledge of the City after reasonable investigation, threatened against or affecting the City or the assets, properties or operations of the City which, if determined adversely to the City or its interests, would have a material and adverse effect upon the consummation of the transactions contemplated by or the validity of the Fourth Supplemental Installment Sale Agreement or upon the financial condition, assets, properties or operations of the City or the City's ability to make the 2019 Installment Payments, and the City is not in default with respect to any order or decree of any court or any order, regulation or demand of any federal, state, municipal or other governmental authority, which default might have consequences that would materially and adversely affect the consummation of the transactions contemplated by the Fourth Supplemental Installment Sale Agreement, or the financial condition, assets, properties or operations of the City or the City's ability to make the 2019 Installment Payments.

(xi) The City acknowledges that (i) the Original Purchaser is acting solely for its own loan account and not as a fiduciary for the City or in the capacity of broker, dealer, municipal securities underwriter or municipal advisor, (ii) the Original Purchaser has not provided, and will not provide, financial, legal (including securities law), tax, accounting or other advice to or on behalf of the City with respect to the Fourth Supplemental Installment Sale Agreement, (iii) the Original Purchaser has expressed no view regarding

the legal sufficiency of its representations for purposes of compliance with any legal requirements applicable to any other party, if any, or the correctness of any legal interpretation made by counsel to any other party, if any, with respect to any such matters, and (iv) the City has sought and obtained financial, legal, tax, accounting and other advice (including as it relates to structure, timing, terms and similar matters) with respect to the financing effectuated through the Fourth Supplemental Installment Sale Agreement from its financial, legal and other advisors to the extent that the City desired to obtain such advice.

B. Opinion of City Attorney. The City will cause to be delivered an opinion of the City Attorney dated the Closing Date and addressed to the Original Purchaser to the effect that:

(i) the City is a municipal corporation duly organized and existing under the laws of the State of California, with power to adopt the Resolution, to enter into the Fourth Supplemental Installment Sale Agreement and perform the agreements on its part contained and to conduct its affairs and to own its properties.

(ii) Resolution No. \_\_\_\_\_ approving the transaction (the “Resolution”) was duly adopted at a meeting of the City Council that was called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout and has not been amended, modified, or supplemented, and continues to be a legal, valid, and binding.

(iii) there is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body, pending or, to the best knowledge of such counsel after reasonable investigation, threatened against or affecting the City, to restrain or enjoin the payment of the 2019 Installment Payments under the Fourth Supplemental Installment Sale Agreement, or in any way contesting or affecting the validity of the Resolution or the Fourth Supplemental Installment Sale Agreement.

(iv) the City is not in material breach of or default under any applicable law or administrative regulation of the State of California or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the City is a party or is otherwise subject, which breach or default would materially adversely affect the City.

(v) the execution of the Fourth Supplemental Installment Sale Agreement, the adoption of the Resolution and compliance by the City with the provisions of the foregoing, under the circumstances contemplated thereby, do not and will not constitute on the part of the City a breach or default under any agreement or other instrument to which the City is a party or by which it is bound (that are known to the City Attorney) or any existing law, regulation, court order or consent decree to which the City is subject.

(vi) no authorization, approval, consent or other order of the State or any other government entity, other than such authorizations, approvals and consents which have been obtained, is required for the valid authorization, execution and delivery by the City of the Fourth Supplemental Installment Sale Agreement.

- C. IRS Form 8038-G. Form 8038-G together with evidence of its filing.
- D. Tax Certificate. The Tax Certificate of the Authority in form and substance acceptable to Bond Counsel and the Original Purchaser.
- E. Opinion of Authority Counsel. The Authority will cause to be delivered an opinion of the Authority Counsel dated the Closing Date and addressed to the Original Purchaser in form and substance acceptable to the Original Purchaser.
- F. Final Opinion of Bond Counsel. The final opinion of Kronick, Moskovitz, Tiedemann & Girard, a Professional Corporation (“Bond Counsel”), dated the Closing Date, substantially in the form set forth in the Form of Bond attached as part of Exhibit A to the Trust Agreement, together with a letter dated the date of delivery of the Bonds (the “Closing Date”) to the Original Purchaser, and addressed to the Trustee and the Original Purchaser authorizing each of them to rely on said opinion.
- G. CDIAC Statements. Copies of the statements with respect to the sale of the Bond required to be delivered to the California Debt and Investment Advisory Committee pursuant to Sections 53583 and 8855 of the California Government Code.
- H. Resolutions. Copies of the resolutions adopted by the City and the Authority authorizing the issuance of the Bond, certified by the City Clerk and Clerk of the Authority respectively.
- I. Verification Letter. A letter addressed to the City and Authority, dated on or before the Closing Date, from \_\_\_\_\_ (the “Verification Agent”), verifying the accuracy of the mathematical computations concerning the adequacy of the moneys to be deposited in the Escrow Fund under the Escrow Agreement to pay when due pursuant to the stated maturity or call for redemption the principal of and interest with respect to the Prior Bonds.
- J. Defeasance Opinion of Bond Counsel. A defeasance opinion of Bond Counsel, dated the Closing Date, with respect to the Prior Bonds.
- K. Opinion of Counsel to the Escrow Agent and Fiscal Agent. An opinion of counsel to The Bank of New York Mellon Trust Company, N.A. (the “Bank”), dated the Closing Date, and addressed to the City, the Authority and the Original Purchaser to the effect that:
- (i) the Bank is a national banking association, duly organized and validly existing under the laws of the United States, having full power to enter into and perform its obligations under the Trust Agreement and the Escrow Agreement (collectively, the “Bank Agreements”);
  - (ii) assuming due execution by the other parties thereto, the Bank Agreements have been duly authorized, executed, and delivered by the Bank and constitute the legal, valid, and binding obligations of the Bank enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, or other laws affecting the enforcement of creditors’ rights generally and by the application of equitable principles, if equitable remedies are sought;



(iii) no consent, approval, authorization, or other action by any governmental or regulatory authority having jurisdiction over the Bank that has not been obtained is or will be required for the execution and delivery of the Bank Agreements or the consummation of the transactions contemplated by the Bank Agreements.

L. Bank's Certificate. A certificate of the Bank, dated the Closing Date, to the following effect:

(i) the Bank is authorized to carry out corporate trust powers, and has full power and to perform its duties under the Bank Agreements;

(iv) the Bank is duly authorized to accept the obligations created by the Bank Agreements and to authenticate the Bonds pursuant to the terms of the Trust Agreement; and

(v) to the best knowledge of the Bank, after due inquiry, there is no action, suit, proceeding, or investigation, at law or in equity, before or by any court or governmental agency, public board or body pending against the Bank or threatened against the Bank which in the reasonable judgment of the Bank would affect the existence of the Bank or in any way contesting or affecting the validity or enforceability of the Bank Agreements or contesting the powers of the Bank or its authority to enter into and perform its obligations under the Bank Agreements.

M. Additional Documents. Such additional legal opinions, certificates, instruments or evidences thereof and other documents as Bond Counsel and Original Purchaser's counsel may reasonably deem necessary.

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**TRUST AGREEMENT**

between the

**MADERA PUBLIC FINANCING AUTHORITY**

and

**THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as  
Trustee**

Dated December 1, 2019

Relating to  
Madera Public Financing Authority  
Water Revenue Refunding Bond, Series 2019

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## **TRUST AGREEMENT**

THIS TRUST AGREEMENT, dated December 1, 2019 (the “Trust Agreement”), between THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association duly organized and existing under and by virtue of the laws of the United States of America, as trustee (the “Trustee”) and the MADERA PUBLIC FINANCING AUTHORITY (the “Authority”), a joint exercise of powers agency duly created and existing pursuant to the laws of the State of California and an agreement entitled “Joint Exercise of Powers Agreement” between the City of Madera (the “City”) and the City of Madera Redevelopment Agency (the “Joint Powers Agreement”);

### **W I T N E S S E T H:**

WHEREAS, the Authority is a joint exercise of powers agency duly organized and operating pursuant to Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the “Act”);

WHEREAS, Article 4 of the Act and its Joint Powers Agreement authorize the Authority to acquire property and issue bonds to assist the City in financing public improvements and to issue bonds to refund prior bonds of the Authority;

WHEREAS, the Authority and the City have entered into a Master Installment Sale Agreement dated March 1, 2006, and a Second Supplemental Installment Sale Agreement dated November 1, 2010, pursuant to which the City purchased from the Authority facilities for the City’s water supply and distribution system (the “2010 Water Project”) in exchange for the installment payments described therein (the “2010 Installment Payments”), which are payable solely from the revenues of the City’s water system;

WHEREAS, to finance the costs of the 2010 Water Project, the Authority issued its Madera Public Financing Authority Water Revenue Bonds, Series 2010 (the “Prior Bonds”), the debt service on which is payable from the 2010 Installment Payments;

WHEREAS, the City has determined that it is in best interests of the City to refund the Prior Bonds, and the City and the Authority intend to authorize the issuance of a refunding bond (the “Bond”) pursuant to this Trust Agreement and to amend and restate the 2010 Installment Payments pursuant to a Fourth Supplemental Installment Sale Agreement, which restated and amended installment payments will be applied by the Authority to pay debt service on the Bond;

WHEREAS, in order to provide for the authentication and delivery of the Bond, to establish and declare the terms and conditions upon which the Bond are to be issued and secured and to secure the payment of the principal thereof, premium, if any, and interest thereon, the Authority has authorized the execution and delivery of this Trust Agreement;

WHEREAS, all acts and proceedings required by law necessary to constitute this Trust Agreement a valid and binding agreement of the parties hereto for the uses and purposes herein set forth in accordance with its terms, have been done and taken, and the execution and delivery of this Trust Agreement have been in all respects duly authorized;

NOW, THEREFORE, THIS TRUST AGREEMENT WITNESSETH, that, in order to secure the payment of the principal of, premium, if any, and the interest on the Bond issued and outstanding under this Trust Agreement, according to its tenor, and to secure the performance and observance of all the covenants and conditions therein and herein set forth, and to declare the terms and conditions upon and subject to which the Bond is to be issued and received, and in consideration of the premises and of the mutual covenants herein contained and of the purchase and acceptance of the Bond by the owners thereof, and for other valuable considerations, the receipt whereof is hereby acknowledged, the Authority does hereby covenant and agree with the Trustee, for the benefit of the respective owners from time to time of the Bond, as follows:

## **ARTICLE I**

### **DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICABILITY**

Section 1.01. Definitions. Unless the context otherwise requires, the terms defined in this section have the meanings herein specified for all purposes hereof and of any Supplemental Trust Agreement and of any certificate, opinion, request or other document herein or therein mentioned:

**Act** means the Joint Exercise of Powers Act (being Chapter 5 of Division 7 of Title 1 of the California Government Code, as amended) and all laws amendatory thereof or supplemental thereto.

**Authority** means the Madera Public Financing Authority created pursuant to the Act and its successors and assigns in accordance herewith.

**Authority Revenues** means all payments made by the City and received by the Authority pursuant to the Fourth Supplemental Installment Sale Agreement and all interest or other income from any investment of any money in any fund or account (other than the Rebate Fund) pursuant to Section 6.09 (Investments of Money in Accounts and Funds) hereof.

**Bond** means the Madera Public Financing Authority Water Revenue Refunding Bond, Series 2019, executed, issued and delivered in accordance with Article II (Issuance of the Bond).

**Business Day** means any day (other than a Saturday or a Sunday) on which banks in New York, New York, are open for business and on which the Trustee is open for business at its Corporate Trust Office.

**Certificate, Statement, Request, Requisition, or Order** of the Authority or the City mean, respectively, a written certificate, statement, request, requisition, or order signed in the name of the respective entity, in the case of the Authority, by the Chairperson, Vice Chairperson, Treasurer, or Executive Director of the Authority or by any other officer of the Authority duly authorized by the Administrator for that purpose and, in the case of the City, by the Mayor, Mayor Pro Tem, City Administrator or Director of Finance of the City or by any other officer of the City duly authorized by the City for that purpose.

**City** means the City of Madera, a municipal corporation duly organized and existing under and by virtue of the Constitution and laws of the State.

**Closing Date** means the date of delivery of the Bond to the Original Purchaser.



**Code** means the Internal Revenue Code of 1986, as amended, and the regulations issued thereunder.

**Corporate Trust Office** means the corporate trust office of the Trustee located at 400 South Hope Street, Suite 500, Los Angeles, California 90071, Attention: Corporate Trust Services, provided that for registration, transfer, exchange, payments and surrender of the Bond, Corporate Trust Office means the office or agency of the Trustee which, at any particular time, its corporate trust agency business shall be conducted, or such other office or offices as the Trustee designates from time to time.

**Costs of Issuance** means all items of expense directly or indirectly payable by or reimbursable to the Authority or the City and related to the original authorization, issuance, sale, and delivery of the Bond, including but not limited to advertising and printing costs, costs of preparation and reproduction of documents, filing and recording fees, initial fees and charges of the Trustee, legal fees and charges, fees and disbursements of consultants and professionals, financial advisor fees and expenses, title insurance premiums, fees and charges for preparation, execution, transportation, and safekeeping of the Bond, costs of Original Purchaser's counsel, and any other cost, charge, or fee in connection with the original delivery of the Bond.

**Default Rate** has the meaning set forth in Section 2.01(C) herein.

**Defeasance Securities** means the following:

1. U.S. Treasury Certificates, Notes and Bonds (including State and Local Government Series – (SLGs)).
2. Direct obligations of the U.S. Treasury that have been stripped by the U.S. Treasury itself, CATS, TIGRS and similar securities.
3. The interest component of Resolution Funding Corp. (REFCORP) strips that have been stripped by request to the Federal Reserve Bank of New York in book-entry form
4. Pre-refunded municipal bonds rated “Aaa” by Moody’s and “AAA” by Standard & Poors. If, however, the issue is only rated by S&P (i.e., there is no Moody’s rating) then the pre-refunded bonds must have been pre-refunded with cash, direct U.S. or U.S. guaranteed obligations, or AAA rated pre-refunded municipals to satisfy this condition.
5. Obligations issued by the following agencies that are backed by the full faith and credit of the U.S.:
  - a. *U.S. Export-Import Bank (Eximbank)*  
Direct obligations or fully guaranteed certificates of beneficial ownership
  - b. *Farmers Home Administration (FmHA)*  
Certificates of beneficial ownership

- c. *Federal Financing Bank*
- d. *General Services Administration*  
Participation Certificates
- e. *U.S. Maritime Administration*  
Guaranteed Title XI financing
- f. *U.S. Department of Housing and Urban Development (HUD)*  
Project Notes  
Local Authority Bonds  
New Communities Debentures – U.S. government guaranteed debentures  
U.S. Public Housing Notes and Bonds – U.S. government-guaranteed  
public housing notes and bonds

**Escrow Agent** means The Bank of New York Mellon Trust Company, N.A.

**Escrow Agreement** means the Escrow Agreement dated December 1, 2019, between the Authority and the Escrow Agent.

**Event of Default** means any of the events described in Section 8.01 (Events of Default) hereof as an “Event of Default.”

**Event of Taxability** means a determination, decision, or decree made by the Commissioner or any District Director of the Internal Revenue Service, or by any court of competent jurisdiction, that the interest on the Bond is includable in gross income for federal income tax purposes because of an action or omission of the Authority or the City.

**Fiscal Year** means the twelve-month period terminating on June 30 of each year, or any other annual accounting period hereafter selected and designated by the City as its Fiscal Year in accordance with applicable law.

**Fourth Supplemental Installment Sale Agreement** means the Fourth Supplemental Installment Sale Agreement dated December 1, 2019, between the City and the Authority, supplemental to the Master Installment Sale Agreement.

**Independent Certified Public Accountant** means any certified public accountant or firm of such accountants duly licensed and entitled to practice and practicing as such under the laws of the State or a comparable successor, appointed and paid by the City, and who, or each of whom:

- (1) is in fact independent according to the Statement of Auditing Standards No. 1 and not under the domination of the City;
- (2) does not have a substantial financial interest, direct or indirect, in the operations of the City; and

(3) is not connected with the City as a member, officer or employee of the City, but who may be regularly retained to audit the accounting records of and make reports thereon to the City.

**Installment Sale Agreement** means the Master Installment Sale Agreement as supplemented by the Fourth Supplemental Installment Sale Agreement, as originally executed and as they may from time to time be amended or supplemented pursuant to the provisions thereof.

**Interest Payment Date** means the date interest on the Bond is due and payable, being March 1 and September 1 of each year, commencing March 1, 2020.

**Joint Powers Agreement** means the joint exercise of powers agreement between the City of Madera and the City of Madera Redevelopment Agency dated July 17, 1989, as originally executed and as it may from time to time be amended or supplemented pursuant to the provisions hereof and thereof.

**Letter of Representations** means a letter substantially (i) in the form attached hereto as Exhibit B delivered to the Authority by the Original Purchaser of the Bond, and (ii) in the form attached hereto as Exhibit C delivered to the Authority by any subsequent purchasers of the Bond.

**Master Installment Sale Agreement** means the Master Installment Sale Agreement for the City of Madera Water Project dated March 1, 2006, between the City and the Authority.

**Opinion of Counsel** means a written opinion of counsel experienced in the field of law relating to municipal bonds, appointed and paid by the Authority or the City.

**Original Purchaser** means Opus Bank, a California commercial bank, and any other successor or any other entity to whom the rights of the Bond hereunder are assigned.

**Outstanding**, when used as of any particular time with reference to Bonds, means all Bonds except

(1) Bonds theretofore cancelled by the Trustee or surrendered to the Trustee for cancellation;

(2) Bonds paid or deemed to have been paid within the meaning of Section 5.01(A) (Discharge of Trust Agreement -- Payment of Bond); and

(3) Bonds in lieu of or in substitution for which other Bonds have been executed, issued and delivered by the Authority pursuant hereto.

**Owner** means the person in whose name the Bond is registered, which shall be the Original Purchaser so long as the Original Purchaser owns the Bond and thereafter shall include any successor to the Original Purchaser or entity to whom the Bond has been transferred by the Original Purchaser.

**Permitted Investments** means any of the following to the extent permitted by the laws of the State (the Trustee is entitled to rely on any Written Request of the Authority directing investments as a certification to the Trustee that such investments are Permitted Investments):

- (1) Direct obligations of the United States of America (including obligations issued or held in book-entry form on the books of the Department of the Treasury, and CATS and TIGRS) or obligations the principal of and interest on which are unconditionally guaranteed by the United States of America.
- (2) Bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following federal agencies and provided such obligations are backed by the full faith and credit of the United States of America (stripped securities are only permitted if they have been stripped by the agency itself):

U.S. Export-Import Bank (Eximbank)

Direct obligations or fully guaranteed certificates of beneficial ownership

Farmers Home Administration (FmHA)

Certificates of beneficial ownership

Federal Financing Bank

Federal Housing Administration (FHA)

Debentures

General Services Administration

Participation Certificates

Government National Mortgage Association (GNMA or “Ginnie Mae”)

GNMA - guaranteed mortgage-backed bonds

GNMA - guaranteed pass-through obligations (participation certificates)

U.S. Maritime Administration

Guaranteed Title XI financing

U.S. Department of Housing and Urban Development (HUD)

Project Notes

Local Authority Bonds

New Communities Debentures – U.S. government guaranteed debentures

U.S. Public Housing Notes and Bonds – U.S. government guaranteed  
public housing notes and bonds

- (3) Bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following non-full faith and credit U.S. government agencies (stripped securities are only permitted if they have been stripped by the agency itself):

Federal Home Loan Bank System

Senior debt obligations

Federal Home Loan Mortgage Corporation (FHLMC or “Freddie Mac”)  
Participation Certificates  
Senior debt obligations

Federal National Mortgage Association (FNMA or “Fannie Mae”)  
Mortgage-backed securities and senior debt obligations

Resolution Funding Corp. (REFCORP)  
obligations

Farm Credit System  
Consolidated systemwide bonds and notes.

- (4) Money market funds, including funds of the Trustee or any affiliate that receives and retains a fee for services provided to the fund, whether as a custodian, transfer agent, investment advisor or otherwise, registered under the Federal Investment Company Act of 1940, whose shares are registered under the Federal Securities Act of 1933, and having a rating by Standard & Poor’s of AAAm-G; AAAm; or AA-m and if rated by Moody’s rated Aaa, Aa1 or Aa2.
- (5) Certificates of deposit secured at all times by collateral described in (1) and/or (2) above. Such certificates must be issued by commercial banks, savings and loan associations or mutual savings banks which may include the Trustee and its affiliates. The collateral must be held by a third party and the Trustee must have a perfected first security interest in the collateral.
- (6) Certificates of deposit, savings accounts, deposit accounts or money market deposits, including deposits in the Trustee or any affiliate, that are fully insured by the Federal Deposit Insurance Corporation, including BIF and SAIF.
- (7) Investment Agreements, including guaranteed investment contracts, forward purchase agreements, and reserve fund put agreements.
- (8) Commercial paper rated, at the time of purchase, “Prime-1” by Moody’s and “A-1+” or better by Standard & Poor’s and which matures not more than 270 calendar days after the date of purchase.
- (9) Bonds or notes issued by any state or municipality that are rated by Moody’s and Standard & Poor’s in one of the two highest Rating Categories assigned by such agencies.
- (10) Federal funds or bankers acceptances with a maximum term of one year of any bank, which may include the Trustee and its affiliates, that has an unsecured, uninsured and unguaranteed obligation rating of “Prime-1” or “A3” or better by Moody’s and “A-1+” or “A” or better by Standard & Poor’s.
- (11) Repurchase agreements that provide for the transfer of securities from a dealer bank or securities firm (seller/borrower) to the Trustee (buyer/lender), and the transfer of

cash from the Trustee to the dealer bank or securities firm with an agreement that the dealer bank or securities firm will repay the cash plus a yield to the Trustee in exchange for the securities at a specified date.

Repurchase Agreements must satisfy the following criteria:

a. Repurchase agreements must be between the municipal entity and a dealer bank or securities firm:

- (1) Primary dealers on the Federal Reserve reporting dealer list that are rated A or better by Standard & Poor's and Moody's, or
- (2) Banks rated "A" or above by Standard & Poor's and Moody's.

b. The written repurchase agreement contract must include the following:

- (1) Securities that are acceptable for transfer are:
  - (a) Direct U.S. governments
  - (b) Federal agencies backed by the full faith and credit of the U.S. government (and FNMA & FHLMC)
- (2) The term of the repo may be up to 30 days
- (3) The collateral must be delivered to the municipal entity, Trustee (if Trustee is not supplying the collateral), or third party acting as agent for the Trustee (if the trustee is supplying the collateral) before/simultaneous with payment (perfection by possession of certificated securities).
- (4) The trustee has a perfected first priority security interest in the collateral.
- (5) Valuation of Collateral
  - (a) The securities must be valued weekly, marked-to-market at current market price plus accrued interest.
  - (b) The value of collateral must be equal to 104% of the amount of cash transferred by the Trustee to the dealer bank or security firm under the repo plus accrued interest. If the value of securities held as collateral slips below 104% of the value of the cash transferred by municipality, then additional cash and/or acceptable securities must be transferred. If, however, the securities used as collateral are FNMA or FHLMC, then the value of collateral must equal 105%.

Legal opinion that must be delivered to the Authority:

Repo meets guidelines under state law for legal investment of public funds.

- (12) Any state administered pool investment fund in which the City is statutorily permitted or required to invest.

**Principal Fund** means the fund by that name established pursuant to Section 6.04 (Allocation of Authority Revenues).

**Principal Payment Date** means the date or dates specified in the Bond on which installments of principal of the Bond are due and payable.

**Redemption Fund** means that means the fund by that name established pursuant to Section 6.07 (Application of Redemption Fund) hereof.

**Redemption Price** means, with respect to any Bond (or portion thereof) the principal amount of such Bond (or portion) plus the applicable premium, if any, payable upon redemption thereof pursuant to the provisions of such Bond and this Trust Agreement.

**Regular Record Date** means the fifteenth day of the month immediately preceding an Interest Payment Date, whether or not such day is a Business Day.

**Responsible Officer of the Trustee** means any Vice President, Assistant Vice President or Trust Officer of the Trustee having regular responsibility for corporate trust matters related to this Trust Agreement.

**Revenue Fund** means the fund by that name established pursuant to Section 6.03 (Receipt and Deposit of Authority Revenues in the Revenue Fund) hereof.

**Special Record Date** for the payment of any defaulted interest on the Bond means a date fixed by the Trustee pursuant to Section 2.06 (Payment of Interest on the Bond; Interest Rights Preserved).

**State** means the State of California.

**Supplemental Trust Agreement** means any trust agreement then in full force and effect which has been duly executed and delivered by the Authority and the Trustee amendatory hereof or supplemental hereto; but only if and to the extent that such Supplemental Trust Agreement is specifically authorized hereunder.

**Tax Certificate** means the Tax Certificate delivered by the Authority at the time of the issuance and delivery of the Bond, as the same may be amended or supplemented in accordance with its terms.

**Taxability Rate** has the meaning set forth in Section 2.01(D).

**Trust Agreement** means this Trust Agreement, dated December 1, 2019, between the Authority and the Trustee, as originally executed and as it may from time to time be amended or supplemented by all Supplemental Trust Agreements executed pursuant to the provisions hereof.

**Trustee** means The Bank of New York Mellon Trust Company, N.A., or any other association or corporation that may at any time be substituted in its place as provided in Section 9.09 (Removal and Resignation; Appointment of Successor) hereof.

**2019 Installment Payments** means the installment payments of interest and principal and the redemption premiums, if any, payable by the City under and pursuant to the Fourth Supplemental Installment Sale Agreement.

Section 1.02. Equal Security. In consideration of the acceptance of the Bond by the Owner thereof, the Trust Agreement shall be deemed to be and constitute a contract between the Authority and the Owner from time to time of the Bond authorized, executed, issued and delivered hereunder and then Outstanding to secure the full and final payment of the interest on and principal of and redemption premiums, if any, on the Bond, subject to the agreements, conditions, covenants and provisions contained herein; and all agreements and covenants set forth herein to be performed by or on behalf of the Authority are for the equal and proportionate benefit, protection and security of the Owner of the Bond without distinction, preference or priority as to security or otherwise of any Bond over any other Bonds by reason of the number or date thereof or the time of authorization, sale, execution, issuance or delivery thereof or for any cause whatsoever, except as expressly provided herein or therein.

Section 1.03. Acts of The Owner. Any request, consent or other instrument required or permitted by this Trust Agreement to be signed and executed by the Owner may be in any number of concurrent instruments of substantially similar tenor and shall be signed or executed by the Owner in person or by an agent or agents duly appointed in writing. Proof of the execution of any such request, consent or other instrument or of a writing appointing any such agent shall be sufficient for any purpose of this Trust Agreement and is conclusive in favor of the Trustee and of the Authority if made in the manner provided in this Section.

The fact and date of the execution by any person of any such request, consent or other instrument or writing may be proved by the certificate of any notary public or other officer of any jurisdiction, authorized by the laws thereof to take acknowledgments of deeds, certifying that the person signing such request, consent, or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution duly sworn to before such notary public or other officer.

Any request, consent, or other instrument or writing of the Owner of any Bond binds every future Owner of the same Bond and the Owner of every Bond delivered in exchange therefor or in lieu thereof, in respect of anything done or suffered to be done by the Trustee or the Authority in accordance therewith or reliance thereon.

Section 1.04. Notices, etc., to Authority and Trustee. Any notice to or demand upon the Trustee may be served or presented, and such demand may be made, at the Corporate Trust Office. Any notice to or demand upon the Authority shall be deemed to have been sufficiently given or served for all purposes by being deposited, first-class mail postage prepaid, in a post office letter box, addressed, as the case may be, to the Authority at 205 West 4<sup>th</sup> Street, Madera, CA 93637 Attention: \_\_\_\_\_ (or such other address as may have been filed in writing by the Authority with the Trustee).



Section 1.05. Notices to the Owner; Waiver. Where this Trust Agreement provides for notice in any manner, such notice may be waived in writing by the person entitled to receive such notice, either before or after the event, and such waiver is the equivalent of such notice. Waivers of notice by the Owner shall be filed with the Trustee, but such filing is not a condition precedent to the validity of any action taken in reliance upon such waiver.

Section 1.06. Form and Content of Documents Delivered to Trustee. Every certificate or opinion provided for in this Trust Agreement with respect to compliance by or on behalf of the City or the Authority with any provision hereof shall include (1) a statement that the person making or giving such certificate or opinion has read such provision and the definitions herein relating thereto, (2) a brief statement as to the nature and scope of the examination or investigation upon which the certificate or opinion is based; (3) a statement that, in the opinion of such person, he has made or caused to be made such examination or investigation as is necessary to enable him to express an informed opinion with respect to the subject matter referred to in the instrument to which his signature is affixed; and (4) a statement as to whether, in the opinion of such person, such provision has been complied with.

Any such certificate or opinion made or given by an officer of the Authority or the City may be based, insofar as it relates to legal or accounting matters, upon a certificate or opinion of or representation by counsel, an accountant, or an independent consultant, unless such officer knows, or in the exercise of reasonable care should have known, that the certificate, opinion or representation with respect to the matters upon which such certificate or statement may be based, as aforesaid, is erroneous. Any such certificate or opinion made or given by counsel, an accountant, or an independent consultant may be based, insofar as it relates to factual matters (with respect to which information is in the possession of the Authority or the City, as the case may be) upon a certificate or opinion of or representation by an officer of the Authority or the City, unless such counsel, accountant, or independent consultant knows, or in the exercise of reasonable care should have known, that the certificate or opinion or representation with respect to the matters upon which such person's certificate or opinion or representation may be based, as aforesaid, is erroneous. The same officer of the Authority or the City, or the same counsel, or accountant or independent consultant, as the case may be, need not certify to all of the matters required to be certified under any provision of this Trust Agreement, but different officers, counsel, accountants, or independent consultants may certify to different matters, respectively.

Section 1.07. Effect of Headings and Table of Contents. The headings or titles of the several Articles and Sections hereof, and any table of contents appended to copies hereof, are solely for convenience of reference and do not affect the meaning, construction, or effect of this Trust Agreement.

Section 1.08. Successors and Assigns. Whenever herein either the Authority or the Trustee is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all agreements and covenants required hereby to be performed by or on behalf of the Authority or the Trustee bind and inure to the benefit of the respective successors and assigns thereof, whether so expressed or not.

Section 1.09. Benefits of the Trust Agreement. Nothing contained herein, expressed or implied, is intended to give to any person other than the Authority, the City, the Trustee and the

Owner any right, remedy or claim under or by reason of this Trust Agreement or any covenant, condition or provision herein contained; and all such covenants, conditions and provisions are and shall be held to be for the sole and exclusive benefit of the Authority, the City, the Trustee, and the Owner of the Bond.

Section 1.10. Payments/Actions Otherwise Scheduled on Non-Business Days. Except as specifically set forth in a Supplemental Trust Agreement, any payments or transfers that would otherwise become due on any day that is not a Business Day become due or shall be made on the next succeeding Business Day. When any other action is provided for herein to be done on a day named or within a specified time period and the day named or the last day of the specified period falls on a day other than a Business Day, such action may be performed on the next succeeding Business Day with the same effect as though performed on the appointed day or within the specified period.

Section 1.11. No Personal Liability For Debt Service. No City Council member, governing board member, officer, or employee of the Authority or the City is individually or personally liable for the payment of the interest on or principal of or redemption premiums, if any, on the Bond by reason of its issuance, but nothing herein contained relieves any such member, officer or employee from the performance of any official duty provided by the Act or any other applicable provisions of law or hereby.

Section 1.12. Separability Clause. If any one or more of the agreements or covenants or portions thereof required hereby to be performed by or on the part of the Authority or the Trustee is contrary to law, then such agreement or agreements, such covenant or covenants or such portions thereof is null and void and shall be deemed separable from the remaining agreements and covenants or portions thereof and in no way affect the validity hereof or of the Bond, and the Owner retains all the benefit, protection and security afforded to it under the Act or any other applicable provisions of law. The Authority and the Trustee hereby declare that they would have executed and delivered the Trust Agreement and each and every other article, section, paragraph, subdivision, sentence, clause and phrase hereof and would have authorized the issuance of the Bond pursuant hereto irrespective of the fact that any one or more articles, sections, paragraphs, subdivisions, sentences, clauses or phrases hereof or the application thereof to any person or circumstance may be held to be unconstitutional, unenforceable or invalid.

Section 1.13. Governing Law. This Trust Agreement is governed by, and shall be construed and interpreted in accordance with, the laws of the State.

Section 1.14. Execution in Several Counterparts. This Trust Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the Authority and the Trustee shall preserve undestroyed, together constitute but one and the same instrument.

## **ARTICLE II ISSUANCE OF THE BOND**

Section 2.01. Terms and Form of the Bond.

(A) Authorization and Title of the Bond. The Authority hereby authorizes the issuance of the “Madera Public Financing Authority Water Revenue Refunding Bond, Series 2019” in the principal amount of \$[PRINCIPAL AMOUNT]. At any time after the execution and delivery of this Trust Agreement, the Authority may execute and the Trustee shall authenticate and deliver the Bond upon the Order of the Authority.

The Bond shall be issued in the form of a single, fully-registered installment bond in substantially the form attached hereto as Exhibit A. The Bond shall be registered initially in the name of the Original Purchaser of the Bond and shall not be delivered in book-entry form.

(B) Date; Interest Accrual; Maturity Dates; Interest Rates. The Bond shall be dated its date of delivery, and, subject to subsections (C) (Default Rate) and (D) (Interest Rate Following an Event of Taxability) of this Section, shall bear interest on the unpaid principal amount thereof from its date to March 1, 2037, at the rate of 2.64% per annum. The Authority shall pay installments of principal on the Bond in the following amounts on the following dates (subject to prior redemption as described below) and installments of interest in the following amounts (subject to increase as provided in subsections (C) (Default Rate) and (D) (Interest Rate Following an Event of Taxability) of this Section and reduction in the case of a partial redemption of the Bond) on the following dates:

| <b>Date</b> | <b>Principal<br/>Amount</b> | <b>Interest</b> | <b>Total</b> |
|-------------|-----------------------------|-----------------|--------------|
|-------------|-----------------------------|-----------------|--------------|

| <b>Date</b> | <b>Principal<br/>Amount</b> | <b>Interest</b> | <b>Total</b> |
|-------------|-----------------------------|-----------------|--------------|
|-------------|-----------------------------|-----------------|--------------|

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Interest on the Bond shall be calculated on the basis of a 360-day year comprising twelve 30-day months.

(C) Default Rate. Upon the occurrence and continuation of an Event of Default, the unpaid principal balance of the Bond shall, if elected by the Owner, bear interest at a rate per annum not greater than 5.64% (the “Default Rate”), to the extent such increased rate is permitted by law. The Owner shall notify the Trustee of its election and the rate per annum to be applied as the Default Rate. If so imposed by the Owner, the Default Rate shall remain in effect until such time as the applicable Event of Default is cured to the satisfaction of the Owner. Any unpaid interest on the Bond, including Default Rate interest, shall accrue until paid.

(D) Interest Rate Following an Event of Taxability. Upon the occurrence of an Event of Taxability, the unpaid principal balance of the Bond shall, if elected by the Owner, bear interest at a rate per annum not greater than 3.65% (the “Taxability Rate”), to the extent such increased rate is permitted by law. The Owner shall notify the Trustee of its election and the rate per annum to be applied as the Taxability Rate.

(E) Principal and Interest Payments. The Authority shall pay each principal and interest payment on the Bond in lawful money of the United States of America by wire transfer to the Trustee no later than the fifth (5th) Business Day prior to each Payment Date. The Trustee shall wire transfer said payment to the Owner on each Payment Date, pursuant to wire instructions provided by the Owner. The Regular Record Date for the Bond shall be the fifteenth (15th) day of the calendar month immediately preceding the relevant Payment Date. Payments of principal of the Bond shall be made without the requirement for presentation and surrender of the Bond by the Owner, provided that principal of the Bond that is payable at final maturity shall be made only upon presentation and surrender of the Bond at the office of the Trustee. The Trustee shall make an appropriate notation in its records indicating the date and amount of each reduction in the outstanding principal amount of the Bond.

(F) Cessation of Interest Accrual. Interest on any portion of the principal of the Bond shall cease to accrue on the Payment Date of such portion, provided that such portion of the principal plus interest accrued thereon to such date has been paid to the Owner. Upon payment of all the principal and interest installments on the Bond, the Bond shall no longer be Outstanding and entitled to the benefits of this Trust Agreement.

(G) Redemption of Bond.

(1) General. The Bond is subject to redemption as provided in Article IV (Redemption of Bond).

(2) Optional Redemption with Premium. The Bond is subject to redemption prior to its stated maturity at the option of the Authority at the direction of the City, from moneys

deposited by the Authority or the City from any source of available funds, as a whole or in part, on any date on or after March 1, 2030, at a redemption price equal to the principal amount of the Bond called for redemption, together with accrued interest to the date fixed for redemption, without premium.

In the case of a partial redemption, the redeemed amount shall be allocated to the then unpaid principal installments in inverse order of due date.

(3) Optional Partial Redemption without Premium. Once each Fiscal Year, on any date, the Authority may redeem up to 10% of the outstanding principal of the Bond, without premium, provided that the Authority also pay the amount of any principal or interest installments then in default. Such redeemed amount shall be allocated to the then unpaid principal installments in inverse order of due date. At no time, shall the Authority use any funds derived from any public or private borrowing for the purposes of making the redemption permitted by this subsection.

Section 2.02. Execution, Authentication, Delivery, and Dating. The Bond shall be executed in the name and on behalf of the Authority by the Chairperson of the Authority and countersigned by its Secretary or an Assistant Secretary of the Authority. The signature of any of these officers on the Bonds may be facsimile or manual. The Bond shall then be delivered to the Trustee for authentication by it.

(A) In case any of the officers who shall have signed or attested the Bond shall cease to be such officer or officers of the Authority before the Bond so signed or attested shall have been authenticated, or delivered by the Trustee, or issued by the Authority, such Bond may nevertheless be authenticated, delivered, and issued and, upon such authentication, delivery, and issue, shall be as binding upon the Authority as though those who signed and attested the same had continued to be such officers of the Authority. The Bond may be signed and attested on behalf of the Authority by such persons as at the actual date of execution the Bond shall be the proper officers of the Authority although at the nominal date of the Bond any such person shall not have been such officer of the Authority.

(B) The Bond shall not be valid or obligatory for any purpose or entitled to the benefits of this Trust Agreement unless there appears on the Bond a certificate of authentication substantially in the form provided for herein, manually executed by the Trustee. Such certificate of authentication when manually executed by the Trustee shall be conclusive evidence, and the only evidence, that the Bond has been duly executed, authenticated, and delivered hereunder.

Section 2.03. Transfer of Bond. The Owner may transfer the Bond, in whole but not in part, but only to a proposed transferee that executes a Letter of Representations.

Transfer shall be made upon the books required to be kept pursuant to the provisions of Section 2.04 (Bond Register) hereof, in person or by the duly authorized attorney of such person, upon surrender of the Bond to the Authority for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Authority and the purchaser's duly executed Letter of Representations.

Whenever the Bond shall be surrendered for transfer, the designated Authority officials shall execute as provided in Section 2.02 (Execution, Authentication, Delivery, and Dating) hereof, and

deliver a new Bond. The Authority shall require the payment by the Owner requesting any such transfer of any tax or other governmental charge required to be paid with respect to such transfer.

No transfer of the Bond shall be required to be made by the Authority during the period from the close of business on the Record Date next preceding any Payment Date to and including such Payment Date.

Prior to any transfer of the Bonds outside the book-entry system (including, but not limited to, the initial transfer outside the book-entry system) the transferor shall provide or cause to be provided to the Trustee all information necessary to allow the Trustee to comply with any applicable tax reporting obligations, including without limitation any cost basis reporting obligations under Internal Revenue Code Section 6045, as amended. The Trustee shall conclusively rely on the information provided to it and shall have no responsibility to verify or ensure the accuracy of such information.

Section 2.04. Bond Register. The Trustee will keep or cause to be kept at its Corporate Trust Office a record of the registration and transfer of the Bond (“Bond Register”). Upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on such record, the Bond as hereinbefore provided.

Section 2.05. Mutilated, Destroyed, Stolen or Lost Bond. If (i) a mutilated Bond is surrendered to the Trustee, or the Authority and the Trustee receive evidence to their satisfaction of the destruction, loss, or theft of the Bond, and (ii) there is delivered to the Authority and the Trustee such security or indemnity as may be required by them to save each of them harmless, then the Authority shall execute, and upon its request the Trustee shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost, or stolen Bond, a new Bond of like tenor and the same principal amount, bearing a number not contemporaneously outstanding.

Upon the issuance of a new Bond under this Section, the Authority may require payment of a sum sufficient to pay the cost of preparing the Bond, any tax or other governmental charge that may be imposed in relation thereto, and any other expenses connected therewith.

If, after the delivery of such replacement Bond, the original Bond in lieu of which the replacement Bond was issued is presented for payment or registration, the Trustee shall seek to recover such replacement Bond from the person to whom it was delivered or any person taking therefrom and shall be entitled to recover from the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the Trustee or the Authority in connection therewith.

Section 2.06. Payment of Interest on Bond; Interest Rights Preserved. Interest on the Bond that is payable, and is punctually paid or duly provided for, on any Interest Payment Date shall be paid to the Owner thereof as of the close of business on the Regular Record Date for such interest specified in the provisions of this Trust Agreement.

Any interest on the Bond that is payable but is not punctually paid or duly provided for on any Interest Payment Date shall forthwith cease to be payable to the Owner on the relevant Regular Record Date. Such defaulted interest shall be paid to the Person in whose name the Bond is

registered at the close of business on a Special Record Date for the payment of such defaulted interest to be fixed by the Trustee. In the name and at the expense of the Authority, the Trustee shall cause notice of the payment of such defaulted interest and the Special Record Date to be mailed, first-class postage prepaid, to the Owner at their address as it appears in the Bond Register not fewer than ten (10) days prior to such Special Record Date.

Subject to the foregoing provisions of this Section, a new Bond delivered under this Trust Agreement upon transfer of or in exchange for or in lieu of the Bond shall carry all the rights to interest accrued and unpaid, and to accrue, that were carried by the Bond. The new Bond shall bear interest from such date that neither loss nor gain in interest shall result from such transfer, exchange, or substitution.

Section 2.07. Person Deemed the Owner. The Authority and the Trustee shall be entitled to treat the person in whose name the Bond is registered as the Owner thereof for all purposes of the Trust Agreement and any applicable laws, notwithstanding any notice to the contrary received by the Trustee or the Authority. The ownership of the Bond shall be proved by the Bond Register.

Section 2.08. Cancellation. If surrendered for payment, redemption, transfer, or exchange, if surrendered to the Trustee, the Bond shall be promptly cancelled by the Trustee and, if surrendered to any person other than the Trustee, shall be delivered to the Trustee and, if not already cancelled, shall be promptly cancelled by the Trustee.

The Authority shall deliver the Bond to the Trustee for cancellation if it acquired in any manner by the Authority, and the Trustee shall promptly cancel the Bond.

No Bond shall be authenticated in lieu of or in exchange for the Bond if cancelled as provided in this Section, except as expressly provided by this Trust Agreement. The Trustee shall destroy the cancelled Bond.

Whenever in this Trust Agreement provision is made for the cancellation by the Trustee of the Bond, the Trustee shall destroy the Bond, and, upon request, deliver a certificate of such destruction to the Authority.

Section 2.09. Validity of Bond. The recital in the Bond that is issued pursuant to the Constitution and statutes of the State shall be conclusive evidence of their validity and of compliance with provisions of law in its issuance.

### **ARTICLE III APPLICATION OF PROCEEDS OF THE BOND; ESTABLISHMENT OF FUNDS**

Section 3.01. Application of Bond Proceeds and Other Funds. The proceeds of the sale of the Bond shall be deposited with the Trustee and shall be set aside or transferred by the Trustee as follows:

- (a) transfer \$\_\_\_\_\_ to the Escrow Agent for deposit into the Escrow Fund established pursuant to the Escrow Agreement;

- (b) deposit \$\_\_\_\_\_ into the Costs of Issuance Fund established pursuant to Section 3.02 (Establishment and Application of Costs of Issuance Fund) hereof.

The Trustee may establish a temporary account in its records to facilitate such transfers.

Section 3.02. Establishment and Application of Costs of Issuance Fund.

(A) The Trustee shall disburse funds from the Costs of Issuance Fund, which is hereby established, to pay Costs of Issuance only upon receipt of a signed requisition (stating the amount to be disbursed and the party or parties being paid) approved by the Authorized Officer of the Authority and accompanied by an invoice or statement for each such amount. Each such requisition shall be sufficient evidence to the Trustee of the facts stated therein and the Trustee shall have no duty to confirm the accuracy of such facts.

(B) Upon payment of all Costs of Issuance, or upon the date occurring four (4) months after the Closing Date, whichever occurs first, the Trustee shall transfer all funds remaining in the Costs of Issuance Fund to the Revenue Fund, and the Costs of Issuance Fund shall thereupon be closed.

**ARTICLE IV**  
**REDEMPTION OF THE BOND**

Section 4.01. Notice to Trustee. In the case of any redemption at the election of the Authority of the Outstanding Bond or any portion thereof as provided herein, the Authority shall at least forty-five (45) days prior to the date fixed for redemption (unless a shorter notice shall be satisfactory to the Trustee, in the sole discretion of the Trustee), notify the Trustee of such redemption date, and the principal amount of the Bond to be redeemed.

Section 4.02. Notice of Redemption.

(A) Mailed Notice. The Trustee, on behalf of and at the expense of the Authority, shall mail notice of redemption not fewer than thirty (30) nor more than sixty (60) days prior to the redemption date, to each Owner at its address appearing on the Bond Register. Notice of redemption to each Owner shall be given by first class mail.

(B) Content of Notice. Each notice of redemption shall state (1) the date of such notice, (2) the date of issue of the Bond, (3) the redemption date, (4) the Redemption Price, (5) the place or places of redemption (including the name and appropriate address or addresses of the Trustee), and, (6) in the case of a redemption in part only, the portion of the principal amount thereof to be redeemed. Each such notice shall also (a) state that on said date there will become due and payable on the Bond the Redemption Price thereof or of said specified portion of the principal amount thereof in the case of a redemption in part only, together with interest accrued thereon to the date fixed for redemption, (b) state that from and after such redemption date interest thereon shall cease to accrue, and (c) shall require that the Bond be then surrendered at the address or addresses of the Trustee specified in the redemption notice. Such redemption notice may be conditional.



Section 4.03. Deposit of Redemption Price. Prior to any redemption date, the Authority shall deposit with the Trustee an amount of money sufficient to pay the Redemption Price of the Bond to be redeemed on that date plus interest accrued to the date of redemption. Such money shall be held for the benefit of the person entitled to such Redemption Price.

Section 4.04. Bond Payable on Redemption Date. Notice of redemption having been duly given as aforesaid and moneys for payment of the Redemption Price of the Bond or portion thereof to be redeemed plus interest accrued to the date of redemption being held by the Trustee, on the redemption date designated in such notice (i) the Bond or portions thereof to be redeemed shall become due and payable at the Redemption Price specified in such notice plus interest accrued to the date of redemption, (ii) interest on the Bond or portion thereof shall cease to accrue, (iii) the Bond or portion thereof shall cease to be entitled to any benefit or security under this Trust Agreement, and (iv) the Owner shall have no rights in respect thereof except to receive payment of said Redemption Price and accrued interest. Upon surrender of the Bond for redemption in accordance with said notice, the Bond or portion thereof shall be paid by the Trustee at the Redemption Price plus (if the redemption date is not an Interest Payment Date) interest accrued to the date of redemption. Installments of interest due on or prior to the Redemption Date shall be payable to the Owner on the relevant Regular Record Dates according to the term of the Bond and the provisions of Section 2.06 (Payment of Interest on the Bond; Interest Rights Preserved).

Section 4.05. Bond Redeemed in Part. Upon surrender of the Bond redeemed in part only, the Authority shall execute and the Trustee shall authenticate and deliver to the Owner thereof, at the expense of the Authority, a new Bond of authorized denomination, and of the same maturity, equal in aggregate principal amount to the unredeemed portion of the Bond surrendered.

Section 4.06. Right to Rescind Notice. The Authority may rescind any optional redemption and notice thereof for any reason on any date prior to the date fixed for redemption by causing written notice of the rescission to be given to the Owner. Any optional redemption and notice thereof shall be rescinded if, for any reason, on the date fixed for redemption monies are not available in the Redemption Fund or otherwise held in trust for such purpose in an amount sufficient to pay in full on said date the principal of, interest, and any premium due on the Bond called for redemption. Notice of rescission of redemption shall be given in the same manner in which notice of redemption was originally given. The actual receipt by the Owner of notice of such rescission shall not be a condition precedent to rescission, and failure to receive such notice or any defect in such notice shall not affect the validity of the rescission.

## **ARTICLE V DEFEASANCE**

Section 5.01. Discharge of Trust Agreement.

(A) Payment of Bond. The Bond may be paid in any of the following ways:

(1) by paying or causing to be paid the principal of and interest on the Bond, as and when the same become due and payable;

(2) by depositing with the Trustee, an escrow agent or other fiduciary, in trust, at or before maturity, money or securities in the necessary amount (as provided in Section 5.03 (Deposit of Money or Securities with Trustee)) to pay or redeem the Bond; or

(3) by delivering the Bond to the Trustee for cancellation.

(B) Consequence of Payment of the Bond. If the Outstanding Bond has been paid and the Authority has also paid or caused to be paid all other sums payable hereunder and the City has paid or caused to be paid all other sums payable under the Installment Sale Agreement by the City, then and in that case, at the election of the Authority, evidenced by a Statement of the Authority filed with the Trustee signifying the intention of the Authority to discharge all such obligations and this Trust Agreement, and notwithstanding that the Bond has not been surrendered for payment, this Trust Agreement, the pledge of assets made hereunder, all covenants and agreements and other obligations of the Authority under this Trust Agreement, and the rights and interests created hereby (except as to any surviving rights of transfer or exchange of the Bond as provided in Section 2.03 (Transfer of Bond), and rights to payment from moneys deposited with the Trustee as provided in Section 5.02 (Discharge of Liability on Bond)) cease, terminate, become void, and are completely discharged and satisfied. Notwithstanding the satisfaction and discharge of this Trust Agreement, the obligations to the Trustee under Section 9.07 (Compensation and Indemnification of Trustee), the provisions of Section 9.09 (Removal and Resignation; Appointment of Successor), and the covenants of the Authority to preserve the exclusion of interest represented by the Bond from gross income for federal income tax purposes contained in Section 7.07 (Federal Income Tax Covenants) survive.

(C) Delivery of Excess Funds. In such event, upon Request of the Authority, the Trustee shall cause an accounting for such period or periods as may be requested by the Authority to be prepared and filed with the Authority and shall execute and deliver to the Authority all such instruments as may be necessary or desirable to evidence such discharge and satisfaction, and the Trustee shall pay over, transfer, assign, or deliver to the Authority all moneys or securities or other property held by it pursuant to this Trust Agreement that, as evidenced by a verification report (upon which the Trustee may conclusively rely) from an Independent Certified Public Accountant, are not required for the payment or redemption of the Bond not theretofore surrendered for such payment or redemption; subject to the provisions of Section 7.07 (Federal Income Tax Covenants) and the Tax Certificate with respect to moneys in the Rebate Fund.

(D) Notice of Defeasance. If moneys or Permitted Investments are deposited with and held by the Trustee as provided above, the Trustee shall within thirty (30) days after such money or Permitted Investments have been deposited with it mail a notice, first class postage prepaid, to the Owner at the address listed on the registration books kept by the Trustee pursuant to Section 2.04 (Bond Register) hereof, (a) setting forth the maturity date or date fixed for redemption, as the case may be, of the Bond, (b) giving a description of the Permitted Investments, if any, so held by it, and (c) stating that this Trust Agreement has been discharged in accordance with the provisions of this Section.

Section 5.02. Discharge of Liability on the Bond. Upon the deposit with the Trustee, escrow agent, or other fiduciary, in trust, at or before maturity, of money or securities in the necessary amount (as provided in Section 5.03 (Deposit of Money or Securities with Trustee)) to pay

or redeem any Outstanding Bond (whether upon or prior to its maturity or the redemption date of such Bond), provided that, if such Bond is to be redeemed prior to maturity, notice of such redemption has been given as in Article IV (Redemption of the Bond) provided or provision satisfactory to the Trustee has been made for the giving of such notice, then all liability of the Authority in respect of such Bond ceases, terminates, and be completely discharged, except that thereafter (i) the Owner thereof is entitled to payment of the principal of and interest on such Bond and premium, if any, thereon by the Authority, and the Authority remains liable for such payment, but only out of such money or securities deposited with the Trustee as aforesaid for their payment, subject, however, to the provisions of Section 5.03(C) (Payment of the Bond after Discharge of Trust Agreement), and (ii) the Owner thereof retains its rights of transfer or exchange of the Bond as provided in Section 2.03 (Transfer of Bond).

Section 5.03. Deposit of Money or Securities with Trustee. Whenever in this Trust Agreement it is provided or permitted that there be deposited with or held in trust by the Trustee money or securities in the necessary amount to pay or redeem the Bond, the money or securities so to be deposited or held may include money or securities held by the Trustee in the funds and accounts established pursuant to this Trust Agreement and shall be:

(A) Cash. Lawful money of the United States of America in an amount equal to all unpaid principal of and interest on the Bond to maturity, except that, in the case of the Bond that is to be redeemed prior to maturity and in respect of which notice of such redemption has been given as in Article IV (Redemption of the Bond) provided or provision satisfactory to the Trustee has been made for the giving of such notice, the amount to be deposited or held shall be all unpaid principal of and interest on the Bond to the redemption date and any redemption premium thereon; or

(B) Defeasance Securities. Defeasance Securities the principal of and interest on which when due will, together with the money (if any) deposited with or held by the Trustee at the same time, in the opinion of an Independent Certified Public Accountant delivered to the Trustee (upon which opinion the Trustee may conclusively rely), provide money sufficient to pay the principal of and all unpaid interest to maturity, or to the redemption date, as the case may be, on (and any redemption premium on) the Bond to be paid or redeemed, as such principal or Redemption Price and interest become due, provided that, in the case of the Bond that is to be redeemed prior to the maturity thereof, notice of such redemption has been given as in Article IV (Redemption of the Bond) provided or provision satisfactory to the Trustee.

(C) Payment of the Bond After Discharge of Trust Agreement. Any moneys held by the Trustee in trust for the payment of the principal of or interest or redemption premium on the Bond and remaining unclaimed for two years after the principal of the Bond has become due and payable (whether at maturity or upon call for redemption as provided in this Trust Agreement), if such moneys were so held at such date, or two years after the date of deposit of such moneys if deposited after said date when the Bond became due and payable, shall, be repaid to the Authority free from the trusts created by this Trust Agreement, and all liability of the Trustee with respect to such moneys thereupon ceases; provided, however, that, before the repayment of such moneys to the Authority as aforesaid, the Trustee shall (solely at the request and cost of the Authority) first mail to the Owner of the Bond remaining unpaid at the addresses shown on the Bond Register a notice, in such form as may be deemed appropriate by the Trustee, with respect to the Bond so payable and not presented and with respect to the provisions relating to the repayment to the Authority of the moneys

held for the payment thereof. All moneys held by or on behalf of the Trustee for the payment of principal of or premium or interest on the Bond, whether at redemption or maturity, shall be held uninvested in trust for the account of the Owner thereof and the Trustee is not required to pay the Owner any interest on, or be liable to the Owner or any other person for any interest earned on, moneys so held.

## **ARTICLE VI AUTHORITY REVENUES**

Section 6.01. Liability of Authority Limited to Authority Revenues. Notwithstanding anything to the contrary contained herein, the Authority is not required to advance any money derived from any source other than the Authority Revenues as provided herein for the payment of the interest on or principal of or redemption premiums, if any, on the Bond or for the performance of any agreements or covenants herein contained. The Authority may, however, advance funds for any such purpose so long as such funds are derived from a source legally available for such purpose without incurring any indebtedness.

Section 6.02. Pledge of Authority Revenues; Assignment of Installment Sale Agreement.

(A) Pledge of Authority Revenues. In order to secure the payment of the principal of, premium, if any, and interest on the Bond in accordance with its terms and the provisions of this Trust Agreement, and subject only to the provisions of this Trust Agreement permitting the application thereof for the purposes and on the terms and conditions set forth herein, the Authority hereby pledges all of the Authority Revenues and any other amounts (including proceeds of the sale of the Bond) held in any fund or account established pursuant to this Trust Agreement, other than amounts on deposit in the Rebate Fund. This pledge constitutes a first pledge of and charge and lien upon such assets for the payment of the Bond in accordance with their terms and is valid and binding from and after issuance of the Bond, without any physical delivery thereof or further act. The pledge herein made is irrevocable until the Bond is no longer Outstanding.

(B) Assignment of Installment Sale Agreement.

(1) The Authority hereby transfers, assigns, and sets over to the Trustee all of the 2019 Installment Payments and any and all rights and privileges it has under the Installment Sale Agreement, including, without limitation, the right to collect and receive directly all of such 2019 Installment Payments and the right to hold and enforce any security interest, and any such 2019 Installment Payments collected or received by the Authority shall be deemed to be held, and to have been collected or received, by the Authority as the agent of the Trustee, and shall forthwith be paid by the Authority to the Trustee.

(2) The Trustee shall take all steps, actions, and proceedings required to be taken, as provided in any Opinion of Counsel delivered to it, reasonably necessary to maintain in force for the benefit of the Owner the Trustee's rights in and priority to the following security granted to it for the payment of the Bond: the Trustee's rights as assignee of the 2019 Installment Payments under the Installment Sale Agreement and as beneficiary of any other rights to security for the Bond that the Trustee may receive in the future.

Section 6.03. Receipt and Deposit of Authority Revenues in the Revenue Fund. The Trustee shall forthwith deposit the Authority Revenues into a trust fund, designated as the “Revenue Fund,” which fund the Trustee shall establish and maintain, when and as received by the Trustee. All moneys at any time held in the Revenue Fund shall be held in trust for the benefit of the Owner and shall be disbursed, allocated, and applied solely for the uses and purposes set forth in Section 6.04 (Allocation of Authority Revenues).

Section 6.04. Allocation of Authority Revenues.

(A) Allocations for Debt Service. So long as the Bond is Outstanding, the Trustee shall set aside the moneys in the Revenue Fund in the following respective funds or accounts (each of which the Trustee shall establish, maintain and hold in trust for the benefit of the Owner of the Bond) in the following amounts, in the following order of priority, the requirements of each such fund (including the making up of any deficiencies in any such fund resulting from lack of moneys sufficient to make any earlier required deposit) at the time of deposit to be satisfied before any deposit is made to any fund subsequent in priority:

(1) Interest Fund. On or before the last Business Day of each Interest Payment Date, the Trustee shall deposit in the Interest Fund the aggregate amount of interest becoming due and payable on the Outstanding Bond on the next succeeding Interest Payment Date; provided that from the date of delivery of the Bond until the first Interest Payment Date, transfers to the Interest Fund shall be sufficient on a monthly pro rata basis to pay the interest coming due on such date.

No deposit need be made into the Interest Fund if the amount contained therein is at least equal to the interest due and payable on such Interest Payment Date upon the Outstanding Bond.

(2) Principal Fund. On or before the last Business Day of each Principal Payment Date, the Trustee shall deposit in the Principal Fund the aggregate amount of principal becoming due and payable on the Outstanding Bond on the next succeeding Principal Payment Date; provided that from the date of delivery of the Bond until the first Principal Payment Date, transfers to the Principal Fund shall be sufficient on a monthly pro rata basis to pay the principal payments coming due on such date.

No deposit need be made into the Principal Fund so long as there is in such fund (i) moneys sufficient to pay the principal of the Outstanding Bond and maturing by its terms on such Principal Payment Date.

(3) Redemption Fund. The Trustee, on the date specified in a Written Request of the City filed with the Trustee, at the time that any prepaid 2019 Installment Payment under the Fourth Supplemental Installment Sale Agreement is paid to the Trustee, shall deposit in the Redemption Fund that amount of moneys representing the portion of the 2019 Installment Payments designated as prepaid 2019 Installment Payments. Except as provided in Section 7.07 (Federal Income Tax Covenants) hereof, moneys in the Redemption Fund shall be used and withdrawn by the Trustee solely for the purpose of paying the interest and the redemption premiums, if any, on and principal of the Bond to be redeemed.

(4) Surplus Amounts. The Trustee shall deposit into the Surplus Account any moneys remaining in the Revenue Fund on March 1 of each year after the foregoing transfers described in (1), (2), and (3) of Subsection (A) of this Section have been made. On June 30 of each year, beginning on June 30, 2021, the Trustee, if the Authority is not then in default hereunder, shall disburse the money in the Surplus Account to the City unless the City, in its discretion, determines that any money in the Surplus Account is or will be required for the payment of the principal of or interest on the Bond on the next succeeding Interest Payment Date, in which event such money shall be held in the Surplus Account for such purpose.

Section 6.05. Application of Interest Fund. All money in the Interest Fund shall be used and withdrawn by the Trustee solely for the purpose of paying interest on the Bond as it becomes due and payable (including accrued interest on the Bond purchased or redeemed prior to maturity).

Section 6.06. Application of Principal Fund.

Use of Amounts in Principal Fund. All amounts in the Principal Fund shall be used and withdrawn by the Trustee solely for the purposes of paying the principal of the Bond when due and payable.

Section 6.07. Application of Redemption Fund. The Trustee shall establish, maintain and hold in trust a special fund designated as the “Redemption Fund.” All moneys deposited by the City with the Trustee for the purpose of redeeming the Bond shall, unless otherwise directed by the City, be deposited in the Redemption Fund. All amounts deposited in the Redemption Fund shall be used and withdrawn by the Trustee solely for the purpose of redeeming the Bond, in the manner, at the times and upon the terms and conditions specified herein; provided that, at any time prior to giving such notice of redemption, the Trustee shall, upon receipt of a Request of the City, apply such amounts to the purchase of the Bond at public or private sale, as and when and at such prices (including brokerage and other charges, but excluding accrued interest, which is payable from the Interest Fund) as is directed by the City, except that the purchase price (exclusive of such accrued interest) may not exceed the Redemption Price then applicable to the Bond.

Section 6.08. Rebate Fund. The Trustee shall establish and maintain a fund designated as the “Rebate Fund” separate from any other fund held by the Trustee. The Trustee shall deposit moneys into and disburse moneys from the Rebate Fund pursuant to written instructions from the City. The Trustee shall be deemed conclusively to have complied with the provisions of this Section and the Tax Certificate if it follows the instructions of the City, including to supply all necessary information in the manner specified in the Tax Certificate. In the absence of written instructions from the City, the Trustee is not required to take any action with respect to the Rebate Fund or the Tax Certificate and has no liability or responsibility to enforce compliance by the City with the terms of the Tax Certificate.

Section 6.09. Investments of Money in Accounts and Funds.

(A) Investment in Permitted Investments. All moneys in any of the funds and accounts held by the Trustee and established pursuant to this Trust Agreement shall be invested solely as directed by the Authority, solely in Permitted Investments filed with the Trustee at least two (2) Business Days in advance of the making of such investments. All Permitted Investments

shall, as directed by the Authority in writing, be acquired subject to the limitations set forth in Section 7.07 (Federal Income Tax Covenants), the limitations as to maturities hereinafter in this Section set forth and such additional limitations or requirements consistent with the foregoing as may be established by Request of the Authority and not inconsistent with the duties of the Trustee under this Trust Agreement. If and to the extent the Trustee does not receive investment instructions from the Authority with respect to the moneys in the funds and accounts held by the Trustee pursuant to this Trust Agreement, such moneys shall be held uninvested.

(B) Maturity of Investments. Moneys in the funds and accounts established hereunder shall be invested in Permitted Investments maturing or available on demand not later than the date on which it is estimated that such moneys will be required by the Trustee.

(C) Deposit of Earnings. All interest, profits, and other income received from the investment of moneys in any fund or account held by the Trustee hereunder, other than the Rebate Fund, shall be transferred to the Revenue Fund when received. All interest, profits, and other income received from the investment of moneys in the Rebate Fund shall be deposited therein, except as otherwise directed by the Authority. Notwithstanding anything to the contrary contained in this paragraph, an amount of interest received with respect to any Permitted Investment equal to the amount of accrued interest, if any, paid as part of the purchase price of such Permitted Investment shall be credited to the fund or account from which such accrued interest was paid.

(D) Accounting; Acquisition and Disposition. The Trustee may commingle any of the funds or accounts established pursuant to this Trust Agreement into a separate fund or funds for investment purposes only, provided that all funds or accounts held by the Trustee hereunder shall be accounted for separately as required by this Trust Agreement. The Trustee and its affiliates may act as sponsor, advisor, depository, principal, or agent in the making or disposing of any investment and, with the prior written consent of the Authority, may impose its customary charge therefor. The Authority acknowledges that, to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grants the Authority the right to receive brokerage confirmations or security transactions as they occur, the Authority specifically waives receipt of such confirmations to the extent permitted by law. The Trustee may sell or present for redemption, any Permitted Investments so purchased whenever it is necessary to provide moneys to meet any required payment, transfer, withdrawal, or disbursement from the fund or account to which such Permitted Investment is credited, and the Trustee is not liable or responsible for any loss resulting from such investment.

Section 6.10. Funds and Accounts. Any fund required by this Trust Agreement to be established and maintained by the Trustee may be established and maintained in the accounting records of the Trustee, either as a fund or an account, and may, for the purposes of such records, any audits thereof and any reports or statements with respect thereto, be treated either as a fund or as an account; but all such records with respect to all such funds shall at all times be maintained in accordance with customary standards of the corporate trust industry, to the extent practicable, and with due regard for the protection of the security of the Bond and the rights of every Owner thereof.

Section 6.11. Money Held for the Bond. The money held by the Trustee for the payment of the interest, principal, or Redemption Price due on any date with respect to the Bond shall, on and after such date and pending such payment, be set aside on its books and held uninvested in trust by it

for the Owner of the Bond entitled thereto, subject, however, to the provisions of Section 5.03(C) (Payment of the Bond after Discharge of Trust Agreement).

## **ARTICLE VII COVENANTS OF THE AUTHORITY**

Section 7.01. Power to Issue the Bond and Make Pledge and Assignment. The Authority is duly authorized pursuant to law to enter into the Trust Agreement, authorize the issuance of the Bond, and pledge the Authority Revenues under this Trust Agreement in the manner and to the extent provided in this Trust Agreement. The Bond and the provisions of this Trust Agreement are and will be the valid and binding limited obligations of the Authority in accordance with their terms.

Section 7.02. Punctual Payment and Performance. The Authority will punctually pay out of the Authority Revenues the interest on and the principal of and redemption premiums, if any, to become due on the Bond issued hereunder in strict conformity with the terms hereof and of the Bond, and will faithfully observe and perform all the agreements and covenants to be observed or performed by the Authority contained herein and in the Bond.

Section 7.03. Against Encumbrances. The Authority will not make any pledge of or place any charge or lien upon the Authority Revenues except as provided herein, and will not issue any bonds, notes or obligations payable from the Authority Revenues or secured by a pledge of or charge or lien upon the Authority Revenues except the Bond.

Section 7.04. Amendments to Installment Sale Agreement. The Authority shall not supplement, amend, modify or terminate any of the terms of the Installment Sale Agreement, or consent to any such supplement, amendment, modification or termination, without the written consent of the Trustee and the Owner.

Section 7.05. Extension of Time for Payment of the Bond. The Authority will not directly or indirectly extend or assent to the extension of the maturity of the Bond or the time of payment of any of the claims for interest by the purchase or funding of the Bond or claims for interest or by any other arrangement. If the maturity of the Bond or the time of payment of any such claims for interest is extended, the Bond or claims for interest are not entitled, in case of any default hereunder, to the benefits of this Trust Agreement, unless the principal represented by the Bond and of all claims for interest represented thereby that have not been so extended have been paid in full. Nothing in this Section shall be deemed to limit the right of the Authority to cause the delivery of the Bond for the purpose of refunding any Outstanding Bonds, and such delivery shall not be deemed to constitute an extension of maturity of the Bond.

Section 7.06. Preservation of Rights of Owner. The Authority shall at all times, to the extent permitted by law, defend, preserve, and protect the pledge and assignment of 2019 Installment Payments and other assets and all the rights of the Owner under this Trust Agreement against all claims and demands of all persons whomsoever.

Section 7.07. Federal Income Tax Covenants. The Authority shall at all times do and perform all acts and things permitted by law and this Trust Agreement that are necessary and desirable in order to assure that interest paid on the Bond will be excluded from gross income for federal income tax purposes and shall take no action that would result in such interest not being so



excluded. Without limiting the generality of the foregoing, the Authority agrees to comply with the provisions of the Tax Certificate. This covenant survives the defeasance or payment in full of the Bond.

Section 7.08. Further Assurances. Whenever and so often as reasonably requested to do so by the Trustee or any Owner, the Authority will promptly execute and deliver or cause to be executed and delivered all such other and further assurances, documents or instruments, and promptly do or cause to be done all such other and further things as may be necessary or reasonably required in order to further and more fully vest in the Owner all rights, interests, powers, benefits, privileges and advantages conferred or intended to be conferred upon them hereby.

## **ARTICLE VIII**

### **EVENTS OF DEFAULT AND REMEDIES OF OWNERS**

Section 8.01. Events of Default. The following events are Events of Default:

(A) Payment Default. Default in the due and punctual payment of the interest on any Bond or the principal of or redemption premium, if any, on the Bond when and as the same become due and payable, whether at maturity as therein expressed or by proceedings for redemption when and as the same become due and payable;

(B) Breach of Covenant. Default by the Authority in the observance or performance of any covenant, condition, agreement, or provision in this Trust Agreement on its part to be observed or performed, for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, has been given to the Authority by the Trustee;

(C) Bankruptcy. A declaration of bankruptcy by the Authority.

Section 8.02. Acceleration of Maturities. If an Event of Default occurs, then, and in each and every such case during the continuance of such Event of Default, the Trustee may, and upon the written request of the Owner shall, by notice in writing to the Authority, declare the principal of the Bond then Outstanding and the interest accrued thereon to be due and payable immediately, and upon any such declaration the same become due and payable, anything contained herein or in the Bond to the contrary notwithstanding.

This provision, however, is subject to the condition that if, at any time after the principal of the Bond has been so declared due and payable and before any judgment or decree for the payment of the money due has been obtained or entered, the Authority deposits with the Trustee a sum sufficient to pay all matured interest on the Bond and all principal of the Bond matured prior to such declaration, with interest at the rate borne by the Bond on such overdue interest and principal, and the reasonable fees and expenses of the Trustee, including without limitation fees and expenses of its attorneys and agents, and any and all other defaults known to the Trustee (other than in the payment of interest on and principal of the Bond due and payable solely by reason of such declaration) is made good or cured to the satisfaction of the Trustee or provision deemed by the Trustee to be adequate has been made therefor, then and in every such case the Owner by written notice to the Authority and to the Trustee, may on behalf of the Owner of the Bond rescind and annul such declaration and its consequences; but no such rescission and annulment extends to or affects any subsequent default or impairs or exhausts any right or power consequent thereon.

Section 8.03. Application of Funds Upon Acceleration. All money in the Revenue Fund, the Interest Fund, and the Principal Fund upon the date of the declaration of acceleration by the Trustee and all Authority Revenues (other than Authority Revenues on deposit in the Rebate Fund) thereafter received by the Authority hereunder shall be transmitted to the Trustee and shall be applied by the Trustee in the following order--

First, to the payment of the fees, costs and expenses of the Trustee in providing for the declaration of such Event of Default, and in carrying out the provisions of this article, including reasonable compensation to the Trustee's accountants and counsel and then to the payment of the costs and expenses of the Owner, if any, in providing for the declaration of such Event of Default; and

Second, upon presentation of the Bond, and the stamping thereon of the amount of the payment if only partially paid or upon the surrender thereof if fully paid, to the payment of the whole amount then owing and unpaid upon the Bond for interest and principal, with (to the extent permitted by law) interest on the overdue interest and principal at the rate borne by the Bond, and in case such money is insufficient to pay in full the whole amount so owing and unpaid upon the Bond, then to the payment of such interest, principal and (to the extent permitted by law) interest on overdue interest and principal without preference or priority among such interest, principal and interest on overdue interest and principal ratably to the aggregate of such interest, principal and interest on overdue interest and principal.

Section 8.04. Trustee to Represent the Owner. The Trustee is hereby irrevocably appointed (and the Owner, by taking and holding the Bond, shall be conclusively deemed to have so appointed the Trustee) as trustee and true and lawful attorney-in-fact of the Owner for the purpose of exercising and prosecuting on their behalf such rights and remedies as may be available to the Owner under the provisions of the Bond, this Trust Agreement and applicable provisions of law. Upon the occurrence and continuance of an Event of Default or other occasion giving rise to a right in the Trustee to represent the Owner, the Trustee in its discretion may, and upon the written request of the Owner and upon being indemnified to its satisfaction therefor, shall, proceed to protect or enforce its rights or the rights of the Owner by such appropriate action, suit, mandamus, or other proceedings as shall be deemed most effectual to protect and enforce any such right, at law or in equity, either for the specific performance of any covenant or agreement contained herein, or in aid of the execution of any power herein granted, or for the enforcement of any other appropriate legal or equitable right or remedy vested in the Trustee or in the Owner under this Trust Agreement or any law.

Section 8.05. Trustee May Enforce Claims without Possession of the Bond. All rights of action under this Trust Agreement or the Bond or otherwise may be prosecuted and enforced by the Trustee without the possession of the Bond or the production thereof in any proceeding relating thereto, and any such suit, action, or proceeding instituted by the Trustee shall be brought in the name of the Trustee for the benefit and protection of the Owner, subject to the provisions of this Trust Agreement (including Section 8.06 (Limitation on Suits)).

Nothing herein shall be deemed to authorize the Trustee to authorize or consent to or accept or adopt on behalf of any Owner any plan of reorganization, arrangement, adjustment, or composition affecting the Bond or the rights of any Owner thereof, or to authorize the Trustee to

vote in respect of the claim of any Owner in any such proceeding without the approval of the Owner so affected.

Section 8.06. Limitation on Suits. The Owner shall not have the right to institute any suit, action, or proceeding at law or in equity, for the protection or enforcement of any right or remedy under this Trust Agreement or any applicable law with respect to the Bond, unless (1) the Owner shall have given to the Trustee written notice of the occurrence of an Event of Default; (2) the Owner shall have made written request upon the Trustee to exercise the powers hereinbefore granted or to institute such suit, action or proceeding in its own name; (3) the Owner shall have tendered to the Trustee reasonable indemnity against the costs, expenses and liabilities to be incurred in compliance with such request; and (4) the Trustee shall have refused or omitted to comply with such request for a period of thirty (30) days after such written request shall have been received by, and said tender of indemnity shall have been made to, the Trustee.

Such notification, request, tender of indemnity, and refusal or omission are hereby declared, in every case, to be conditions precedent to the exercise by the Owner of any remedy hereunder or under law; its being understood and intended that the Owner shall not have any right in any manner whatever by his action to affect, disturb or prejudice the security of this Trust Agreement or to enforce any right under this Trust Agreement or applicable law with respect to the Bond, except in the manner herein provided, and that all proceedings at law or in equity to enforce any such right shall be instituted, had and maintained in the manner herein provided and for the benefit and protection of the Owner, subject to the provisions of this Trust Agreement.

Section 8.07. Unconditional Right of the Owner to Receive Principal, Redemption Price, and Interest. Nothing contained in Section 8.06 (Limitation on Suits), in any other provision of this Trust Agreement, or in the Bond shall affect or impair the obligation of the Authority, which is absolute and unconditional, to pay the principal or Redemption Price of and interest on the Bond to the Owner at its date of maturity, or upon call for redemption, as herein provided, or affect or impair the right of the Owner, which is also absolute and unconditional, to enforce such payment by virtue of the contract embodied in the Bond.

Section 8.08. Rights and Remedies Cumulative. No right or remedy herein conferred upon or reserved to the Owner is intended to be exclusive of any other right or remedy, and every right and remedy shall, to the extent permitted by law, be cumulative and in addition to every other right or remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

Section 8.09. Delay or Omission Not Waiver. No delay or omission of the Owner to exercise any right or remedy accruing upon an Event of Default shall impair any such right or remedy or constitute a waiver of any such Event of Default or an acquiescence therein. Every right and remedy given by this Trust Agreement or by law to the Owner may be exercised from time to time, and as often as may be deemed expedient, by the Owner.

## **ARTICLE IX THE TRUSTEE**

Section 9.01. Appointment of the Trustee. The Bank of New York Mellon Trust Company, N.A. is hereby appointed as Trustee under this Trust Agreement and hereby accepts the trust imposed upon it as Trustee hereunder and to perform all the functions and duties of the Trustee hereunder, subject to the terms and conditions set forth in this Trust Agreement.

Section 9.02. Certain Duties and Responsibilities.

(A) When No Default is Continuing. Prior to an Event of Default, and after the curing or waiver of all Events of Default that may have occurred,

(1) Duties Limited to Those Specified. the Trustee undertakes to perform such duties and only such duties as are specifically set forth in this Trust Agreement and no implied covenants or duties shall be read into this Trust Agreement against the Trustee;

(2) Reliance on Documents. in the absence of bad faith on its part the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and conforming to the requirements of this Trust Agreement; but in the case of any such certificates or opinions that by any provision hereof are specifically required to be furnished to the Trustee, the Trustee is under a duty to examine the same to determine whether or not they conform to the requirements of the Trust Agreement.

(B) During Continuance of Default. During the existence of any Event of Default (that has not been cured or waived), the Trustee shall exercise such of the rights and powers vested in it by this Trust Agreement and use the same degree of care and skill in their exercise as a reasonable person would exercise or use under the circumstances in the conduct of such person's own affairs.

(C) Immunities of Trustee. No provision of this Trust Agreement shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that

(1) this Subsection shall not be construed to limit the effect of Subsection (A) of this Section;

(2) the Trustee is not liable for any error of judgment made in good faith by a Responsible Officer of the Trustee, unless it is proved that the Trustee was negligent in ascertaining the pertinent facts;

(3) the Trustee is not liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Owner of not less than a majority (or any lesser amount that may direct the Trustee under this Trust Agreement) in aggregate principal amount of the Bond at the time Outstanding relating to the time, method, and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee under this Trust Agreement; and

(4) no provision of this Trust Agreement requires the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance or exercise of any of its duties hereunder, or in the exercise of its rights or powers.

(5) The Trustee shall have the right to accept and act upon instructions, including funds transfer instructions (“Instructions”) given pursuant to this Indenture and delivered using Electronic Means (“Electronic Means” shall mean the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee, or another method or system specified by the Trustee as available for use in connection with its services hereunder); provided, however, that the Authority shall provide to the Trustee an incumbency certificate listing officers with the authority to provide such Instructions (“Authorized Officers”) and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the Authority whenever a person is to be added or deleted from the listing. If the Authority elects to give the Trustee Instructions using Electronic Means and the Trustee in its discretion elects to act upon such Instructions, the Trustee’s understanding of such Instructions shall be deemed controlling. The Authority understands and agrees that the Trustee cannot determine the identity of the actual sender of such Instructions and that the Trustee shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Trustee have been sent by such Authorized Officer. The Authority shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Trustee and that the Authority and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the Authority. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee’s reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The Authority agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Trustee and that there may be more secure methods of transmitting Instructions than the method(s) selected by the Authority; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures.

(6) The Trustee shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful misconduct.

(7) The Trustee shall not be liable to the parties hereto or deemed in breach or default hereunder if and to the extent its performance hereunder is prevented by reason of force majeure. The term “force majeure” means an occurrence that is beyond the control of the Trustee and could not have been avoided by exercising due care. Force majeure shall include but not be limited to acts of God, terrorism, war, riots, strikes, fire, floods, earthquakes, epidemics or other similar occurrences.

(D) Immunities Applicable to All Provisions of Trust Agreement. Whether or not therein expressly so provided, every provision of this Trust Agreement relating to the conduct or affecting the liability of or affording protection to the Trustee is subject to the provisions of this Article IX (The Trustee).

Section 9.03. Notice of Defaults. Within fifteen (15) days after the occurrence of any default hereunder, the Trustee shall transmit by mail to the Owner of the Bond as its name and address appears on the Bond Register notice of such default hereunder known to the Trustee, unless such default has been cured or waived. For purposes of this Section, the term “default” means any event that is, or after notice or lapse of time or both would become, an Event of Default.

Section 9.04. Certain Rights of Trustee; Liability of Trustee. Except as otherwise provided in Section 9.02 (Certain Duties and Responsibilities):

(A) Reliance on Documents Believed Genuine. The Trustee may rely and is protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, requisition, consent, order, bond, note, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties;

(B) Documentation of Authority’s or City’s Directions. Any request or direction of the Authority or the City mentioned herein is sufficiently evidenced by a Certificate, Statement, Request, Requisition, or Order of the Authority or the City, as the case may be;

(C) Reliance on Authority Statement. Whenever in the administration of the trusts imposed upon it by this Trust Agreement the Trustee deems it necessary or desirable that a matter be proved or established prior to taking, suffering, or omitting any action hereunder, the Trustee (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of bad faith on its part, rely upon a Statement of the Authority, but in its discretion the Trustee may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable;

(D) Reliance on Advice of Counsel. The Trustee may consult with counsel, including, without limitation, counsel of or to the Authority or the City, and the written advice of such counsel or any Opinion of Counsel is full and complete authorization and protection in respect of any action taken, suffered, or omitted by the Trustee hereunder in good faith and in reliance thereon;

(E) Security for Costs. The Trustee is under no obligation to exercise any of the rights or powers vested in it by this Trust Agreement at the request, order or direction of the Owner pursuant to the provisions of this Trust Agreement, including, without limitation, the provisions of Article VIII (Events of Default and Remedies of Owner) hereof, unless the Owner offers to the Trustee reasonable security or indemnity satisfactory to it against the costs, expenses and liabilities that may be incurred therein or thereby.

(F) Investigation of Factual Matters. The Trustee is not bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, coupon or other paper or document, but the Trustee, in its discretion, may make such further inquiry or investigation into such

facts or matters as it may see fit, and, if the Trustee determines to make such further inquiry or investigation, it is entitled to examine the books, records and premises of the Authority or the City, personally or by agent or attorney.

(G) Performance of Duties by Agents. The Trustee may execute any of the trusts or powers hereof and perform the duties required of it hereunder by or through attorneys, agents, or receivers, and is entitled to advice of counsel concerning all matters of trust and its duty hereunder, but the Trustee is answerable for the negligence or misconduct of any such attorney-in-fact, agent, or receiver selected by it; provided that the Trustee is not answerable for the negligence or misconduct of any attorney-in-law or certified public accountant selected by it with due care.

(H) Knowledge of Event of Default. The Trustee shall not be deemed to have knowledge of, and is not required to take any action with respect to, any Event of Default other than an Event of Default described in Section 8.01(A) (Events of Default – Payment Default) unless a Responsible Officer of the Trustee has actual knowledge of such event.

(I) No Responsibility for Disclosure Material. The Trustee has no responsibility with respect to any information, statement, or recital in any official statement, offering memorandum or any other disclosure material prepared or distributed with respect to the Bond.

(J) Extension of Immunities. The immunities extended to the Trustee also extend to its directors, officers, employees and agents.

(K) No Duty. The permissive right of the Trustee to do things enumerated in this Trust Agreement shall not be construed as a duty.

Section 9.05. Trustee Not Responsible for Recitals, Validity of the Bond, or Application of Proceeds.

(A) Trustee Makes No Representations. The recitals of facts herein and in the Bond contained (other than the Certificate of Authentication on the Bond) shall be taken as statements of the Authority, and the Trustee assumes no responsibility for the correctness of the same. The Trustee makes no representations as to the validity or sufficiency of this Trust Agreement or of the Bond, as to the sufficiency of the 2019 Installment Payments or the priority of the lien of this Trust Agreement thereon, or as to the financial or technical feasibility of any project and incurs no responsibility in respect of any such matter, other than in connection with the duties or obligations expressly assigned to or imposed upon it herein or in the Bond.

(B) Trustee Not Responsible for City's Use of Certain Moneys and Other Actions. The Trustee is not responsible for:

(1) the application or handling by the City of any moneys transferred to or pursuant to any Requisition or Request of the City in accordance with the terms and conditions hereof;

(2) the application and handling by the City of any fund or account designated to be held by the City hereunder or under the Installment Sale Agreement;

(3) any error or omission by the City in making any computation or giving any instruction pursuant to the Tax Certificate and the Trustee may rely conclusively on any computations or instructions furnished to it by the City in connection with the requirements of the Tax Certificate; or

(4) the construction, operation, or maintenance of any project or facilities by the City.

Section 9.06. Trustee May Hold the Bond. The Trustee and its directors, officers, employees or agents may in good faith buy, sell, own, hold and deal in the Bond and may join in any action that any Owner of the Bond may be entitled to take, with like effect as if the Trustee was not the Trustee under this Trust Agreement. The Trustee may in good faith hold any other form of indebtedness of the Authority or the City; own, accept or negotiate any drafts, bills of exchange, acceptances or obligations of the Authority or the City and make disbursements for the Authority or the City; and enter into any commercial or business arrangement therewith, without limitation.

Section 9.07. Compensation and Indemnification of Trustee. The Authority agrees, but solely from Additional Payments received from the City and subject to the provisions of Section 6.01 (Liability of Authority Limited to Authority Revenues):

(A) Compensation. to pay to the Trustee from time to time reasonable compensation for all services rendered by it hereunder;

(B) Reimbursement. except as otherwise expressly provided herein, to reimburse the Trustee upon its request for all reasonable expenses, disbursements, and advances incurred or made by the Trustee in accordance with any provision of this Trust Agreement (including the reasonable compensation and the expenses and disbursements of its agents and counsel (including internal counsel)), except any such expense, disbursement, or advance as be attributable to the Trustee's negligence or willful misconduct; and

(C) Indemnification. to indemnify the Trustee for, and to hold it harmless against, any loss, liability, or expense incurred without negligence or willful misconduct on its part, arising out of or in connection with the acceptance or administration of the trusts created hereby, including the costs and expenses (including attorneys' fees) of defending itself against any claim or liability in connection with the exercise or performance of any of its powers or duties hereunder or with respect to the Installment Sale Agreement.

The rights of the Trustee and the obligations of the Authority under this Section survive the discharge of the Bond and this Trust Agreement.

Section 9.08. Corporate Trustee Required; Eligibility. There shall at all times be a Trustee hereunder, which must be a national banking association, federally chartered savings association or institution, trust company, or bank having the powers of a trust company authorized to do business in the State, having a combined capital and surplus of at least fifty million dollars (\$50,000,000), and subject to supervision or examination by federal or state authority. If such national banking association, federally chartered savings association or institution, bank, or trust company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority, then for the purpose of this Section the combined capital and surplus of such



federally chartered savings association or institution, bank, or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. If at any time the Trustee ceases to be eligible in accordance with the provisions of this Section, the Trustee shall resign immediately in the manner and with the effect specified in this Article.

Section 9.09. Removal and Resignation; Appointment of Successor.

(A) Effectiveness of Resignation or Removal. No removal or resignation of the Trustee and appointment of a successor Trustee pursuant to this Article becomes effective until the acceptance of appointment by the successor Trustee under Section 9.10 (Acceptance of Appointment by Successor).

(B) Trustee's Right to Resign. The Trustee may resign at any time by giving written notice of such resignation to the Authority and the City and by giving the Owner notice of such resignation by mail at the addresses shown on the Bond Register. If an instrument of acceptance by a successor Trustee is not delivered to the Trustee within thirty (30) days after the giving of such notice of resignation, the resigning Trustee may petition any court of competent jurisdiction for the appointment of a successor Trustee, and such court may thereupon, after such notice (if any) as it may deem proper, appoint such successor Trustee.

(C) Authority's Right to Remove Trustee. The Authority may, and upon Request of the City shall, remove the Trustee at any time, unless an Event of Default has occurred and is then continuing, by giving written notice of such removal to the Trustee and the City.

(D) Mandatory Removal of Trustee. The Authority shall remove the Trustee if at any time,

(1) requested to do so by an instrument or concurrent instruments in writing signed by the Owner of not less than a majority in aggregate principal amount of the Bond then Outstanding (or their attorneys duly authorized in writing),

(2) the Trustee ceases to be eligible in accordance with Section 9.08 (Corporate Trustee Required; Eligibility) and fails to resign after written request therefor by the Authority, or

(3) the Trustee becomes incapable of acting or is adjudged a bankrupt or insolvent or a receiver of the Trustee or of its property is appointed or any public officer takes control or charge of the Trustee or of its property or affairs for the purpose of rehabilitation, conservation, or liquidation,

in each case by giving thirty days prior written notice of such removal to the Trustee and the City.

(E) Appointment of Successor. If the Trustee resigns, is removed, or becomes incapable of acting, or if a vacancy occurs in the office of Trustee for any cause, the Authority shall promptly appoint a successor Trustee by an instrument in writing. If no successor Trustee is so appointed by the Authority and accepted appointment in the manner hereinafter provided within thirty (30) days after such resignation, removal, or incapability or the occurrence of such vacancy, the Owner may, by an instrument or instruments signed by the Owner of a majority in principal

amount of the Bond, appoint a successor Trustee, or the Owner may petition any court of competent jurisdiction for the appointment of a successor Trustee, and such court may thereupon, after such notice (if any) as it may deem proper, appoint such successor Trustee.

(F) Performance of Duties by Treasurer. If, by reason of the judgment of any court, the Trustee or any successor Trustee is rendered unable to perform its duties hereunder, and if no successor Trustee be then appointed, all such duties and all of the rights and powers of the Trustee hereunder shall be assumed by and vest in the Treasurer, or designee, of the Authority in trust for the benefit of the Owner.

(G) Notice of Removal or Resignation. The Authority, at the expense of the City, shall give notice of each resignation and each removal of the Trustee and each appointment of a successor Trustee by mailing written notice of such event by first-class mail, postage prepaid, to the Owner as its name and address appears in the Bond Register. Each notice shall include the name of the successor Trustee and the address of its corporate trust office. If the Authority fails to mail such notice within fifteen (15) days after acceptance of appointment by the successor Trustee, the successor Trustee shall cause such notice to be mailed at the expense of the City.

Section 9.10. Acceptance of Appointment by Successor. Any successor Trustee appointed under this Trust Agreement shall execute and deliver to the Authority, to the City and to its predecessor Trustee an instrument accepting such appointment, and thereupon such successor Trustee, without any further act, deed, or conveyance, becomes vested with all the moneys, rights, powers, trusts, and duties of the predecessor Trustee; but, at the Request of the Authority or the request of the successor Trustee, the predecessor Trustee shall, upon payment of its charges, execute and deliver an instrument conveying and transferring to the successor Trustee all the right, title, and interest of such predecessor Trustee in and to any property held by it under this Trust Agreement and shall duly assign, transfer, and deliver to the successor Trustee all property and money held by the predecessor Trustee hereunder. Upon request of any successor Trustee, the Authority shall execute and deliver any and all instruments as may be reasonably required for more fully and certainly vesting in and confirming to such successor Trustee all such moneys, properties, rights, powers, trusts, and duties.

Section 9.11. Merger or Consolidation. Any company or entity into which the Trustee may be merged or converted or with which it may be consolidated or any company or entity resulting from any merger, conversion, or consolidation to which it is a party or any company or entity to which the Trustee may sell or transfer all or substantially all of its corporate trust business, provided such company or entity is eligible under Section 9.08 (Corporate Trustee Required; Eligibility), becomes the successor to such Trustee without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding. The successor Trustee shall mail written notice of such change of organization and the new name (if any) of the successor Trustee to the Authority and the City by first-class mail, postage prepaid, within three (3) Business Days of its effectiveness. In case the Bond has been executed, but not delivered, by the Trustee then in office, any successor by merger, conversion, or consolidation to such executing Trustee may adopt such execution and deliver the Bond so executed with the same effect as if such successor Trustee had itself executed the Bond.

Section 9.12. Preservation and Inspection of Documents. So long as the Bond is Outstanding, all documents received by the Trustee under the provisions of this Trust Agreement shall be retained in its possession and are subject at all reasonable times to the inspection of the Authority, the City and any Owner, and their agents and representatives duly authorized in writing, at reasonable times and under reasonable conditions.

Section 9.13. Accounting Records and Reports. The Trustee will keep or cause to be kept proper books of record and accounts prepared in accordance with corporate trust industry standards, in which complete and accurate entries shall be made of all transactions made by the Trustee relating to the receipts, disbursements, allocation and application of the Authority Revenues. Such books shall be made available for inspection by the Authority and the City at reasonable hours and under reasonable conditions upon reasonable notice.

## **ARTICLE X AMENDMENT OF THE TRUST AGREEMENT**

### **Section 10.01. Supplemental Trust Agreements With Consent of Owner.**

This Trust Agreement and the rights and obligations of the Authority, of the Trustee, and of the Owner of the Bond may be modified or amended from time to time and at any time by a Supplemental Trust Agreement, which the Authority and the Trustee may enter into with the consent of the Owner, which consent shall not be unreasonably withheld, and with the consent of the City and only to the extent permitted by law.

Section 10.02. Notice of Amendment. Promptly after the execution and delivery by the Trustee and the Authority of any Supplemental Trust Agreement pursuant to this Section, the Trustee shall mail a notice, setting forth in general terms the substance of such Supplemental Trust Agreement, or attaching a copy thereof, to the Owner of the Bond at the addresses shown on the Bond Register. Any failure to give such notice, or any defect therein, does not, however, in any way impair or affect the validity of any such Supplemental Trust Agreement.

Section 10.03. Execution of Supplemental Trust Agreements. In executing, or accepting the additional trusts created by, any Supplemental Trust Agreement permitted by this Article or the modification thereby of the trusts created by this Trust Agreement, the Trustee is entitled to receive, and, subject to Section 9.02 (Certain Duties and Responsibilities), is fully protected in relying upon, an Opinion of Counsel stating that the execution of such Supplemental Trust Agreement is authorized or permitted by this Trust Agreement. The Trustee may, but is not obligated to, enter into any such Supplemental Trust Agreement that affects the Trustee's own rights, duties, or immunities under this Trust Agreement or otherwise.

Section 10.04. Effect of Supplemental Trust Agreements. From and after the time any Supplemental Trust Agreement becomes effective pursuant to this Article, this Trust Agreement shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties, and obligations under this Trust Agreement of the Authority, the Trustee, and the Owner of the Bond shall thereafter be determined, exercised, and enforced hereunder subject in all respects to such modification and amendment, and all the terms and conditions of any such Supplemental Trust

Agreement shall be deemed to be part of the terms and conditions of this Trust Agreement for any and all purposes.

Section 10.05. Endorsement of the Bond; Preparation of New Bond. Bond delivered after any Supplemental Trust Agreement becomes effective pursuant to this Article may, and if the Trustee so determines shall, bear a notation by endorsement or otherwise in form approved by the Authority and the Trustee as to any modification or amendment provided for in such Supplemental Trust Agreement, and, in that case, upon demand of the Owner of any Bond Outstanding at the time of such execution and presentation of his Bond for such purpose at the Corporate Trust Office or at such additional offices as the Trustee may select and designate for that purpose, a suitable notation shall be made on such Bond. If the Supplemental Trust Agreement so provides, new Bonds so modified as to conform, in the opinion of the Authority, to any modification or amendment contained in such Supplemental Trust Agreement, shall be prepared and executed by the Authority and, upon demand of the Owner of the Bond then Outstanding and upon surrender for cancellation of the Bond, shall be exchanged at the Corporate Trust Office, without cost to any Owner, for the Bond then Outstanding in equal aggregate principal amounts of the same tenor and maturity.

Section 10.06. Amendment of Bonds. The provisions of this Article do not prevent any Owner from accepting any amendment as to the particular Bond held by the Owner, provided that due notation thereof is made on such Bond.

## **ARTICLE XI MISCELLANEOUS**

Section 11.01. Notices. All notices, certificates or other communications hereunder will be in writing and will be deemed to have been properly given on the earlier of (i) when delivered in person, (ii) the third Business Day following deposit in the United States Mail, with adequate postage, and sent by registered or certified mail, with return receipt requested to the appropriate party at the address set forth below, or (iii) the first Business Day following deposit with Federal Express, Express Mail or other overnight delivery service for next day delivery, addressed to the appropriate party at the address set forth below.

If to the Authority:           Madera Public Financing Authority  
205 West 4<sup>th</sup> Street  
Madera, CA 93737  
Attention: Executive Director

If to Original Purchaser:   Opus Bank  
131 W. Commonwealth Avenue  
Fullerton, CA 92832  
Attention: DL-LoanServiceDepartment@opusbank.com  
Loan #: to be provided separately

If to the Trustee:           The Bank of New York Mellon Trust Company, N.A.  
100 Pine Street, Suite 3200  
San Francisco, CA 94111  
Attention: Corporate Trust Department

The Authority, the Original Purchaser and the Trustee, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

Section 11.02. No Fiduciary Relationship. Inasmuch as the Bond represents a negotiated transaction, the Authority understands, and hereby confirms, that the Original Purchaser is not acting as fiduciary of the Authority, but rather are acting solely in their capacity as lenders, for their own account. The Authority acknowledges and agrees that (i) the transaction contemplated herein are arm's length commercial transactions between the Authority and the Original Purchaser and their affiliates, if any, (ii) in connection with such transactions, the Original Purchaser and their affiliates, if any, are acting solely as principals and not as advisors including, without limitation, a "Municipal Advisor" as such term is defined in Section 15B of the Securities and Exchange Act of 1934, as amended, and the related final rules (the "Municipal Advisor Rules"), (iii) the Original Purchaser and its affiliates, if any, are relying on the purchaser exemption in the Municipal Advisor Rules, (iv) the Original Purchaser and its affiliates, if any, have not provided any advice or assumed any advisory or fiduciary responsibility in favor of the Authority with respect to the transactions contemplated hereby and the discussions, undertakings and procedures leading thereto (whether or not the Original Purchaser, or any affiliate of the Original Purchaser, have provided other services or advised, or is currently providing other services or advising the Authority on other matters), (v) the Original Purchaser and their affiliates, if any, have financial and other interests that differ from those of the Authority, and (vi) the Authority has consulted with its own financial, legal, accounting, tax and other advisors, as applicable, to the extent it deemed appropriate.

Section 11.03. Additional Provisions and Rights so long as Bond held by the Original Purchasers. The following provisions shall apply so long as the Original Purchaser is the Owner of 100% of the Bond:

(A) Notwithstanding any other provision of this Trust Agreement, the Original Purchaser shall have the right to consent to any amendment of this Trust Agreement and to the removal and replacement of the Trustee.

(B) The Authority shall inform the Original Purchaser promptly upon the occurrence of an Event of Taxability.

(C) The Original Purchaser is hereby expressly made a third party beneficiary of this Trust Agreement.

(D) The Authority shall notify the Original Purchaser of any failure of the Authority to provide relevant notices, certificates or other similar documents.

(E) The Authority shall pay or reimburse, the Original Purchaser for any and all charges, fees, costs and expenses that the Original Purchaser may reasonably pay or incur in connection with the following: (i) the administration, enforcement, defense, or preservation of any rights or security hereunder or under the Trust Agreement; (ii) the pursuit of any remedies hereunder, under the Trust Agreement, or otherwise afforded by law or equity; (iii) any amendment,

waiver, or other action with respect to or related to this Trust Agreement whether or not executed or completed; (iv) the violation by the Authority of any law, rule, or regulation or any judgment, order or decree applicable to it; or (v) any litigation or other dispute in connection with this Trust Agreement.

(F) The Bond shall not be rated, shall not have a CUSIP number, shall not be issued pursuant to an offering document, and shall be registered in the name of the Original Purchaser.

(G) Notwithstanding any provision in this Trust Agreement or the Bond to the contrary, so long as the Original Purchaser holds the Bond (i) notice of redemption shall not be required to be provided to the Original Purchaser of regularly scheduled principal payments, (ii) surrender of the Bond for payment of any principal payments other than for the final payment of principal thereof at maturity or earlier redemption in full, and (iii) all payments of interest, principal and otherwise under the Bond shall be made pursuant to wire instructions provided by the Original Purchaser to the Trustee.

Section 11.04. Waiver of Jury Trial; Agreement for Judicial Reference; No Sovereign Immunity. To the fullest extent permitted by law, the Authority hereby waives its right to trial by jury in any action, proceeding and/or hearing on any matter whatsoever arising out of, or in any way connected with, the Bond, this Trust Agreement or any documents relating to the Bond or this Trust Agreement, or the enforcement of any remedy under any law, statute, or regulation. To the extent such waiver is not enforceable, the Authority hereby consents to the adjudication of any and all such matters pursuant to Judicial Reference as provided in Section 638 of the California Code of Civil Procedure, and the judicial referee shall be empowered to hear and determine any and all issues in such Reference whether fact or law. The Authority hereby represents that it does not possess and will not invoke a claim of sovereign immunity for disputes arising out of contractual claims relating to the Bond or this Trust Agreement. The Trustee shall in no event be required to participate in any judicial reference proceeding as described in the foregoing sentence hereunder.

*[Signature page follows]*

IN WITNESS WHEREOF, the MADERA PUBLIC FINANCING AUTHORITY has caused this Trust Agreement to be signed in its name by its duly authorized officer and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., in token of its acceptance of the trusts created hereunder, has caused this Trust Agreement to be signed by one of the officers thereunder duly authorized, all as of the day and year first above written.

**MADERA PUBLIC FINANCING  
AUTHORITY**

By: \_\_\_\_\_  
Chairperson

**ATTEST:**

\_\_\_\_\_  
Secretary

**THE BANK OF NEW YORK MELLON  
TRUST COMPANY, N.A.**

By: \_\_\_\_\_  
Authorized Officer

**EXHIBIT A**

**FORM OF BOND**

Registered

No. R-1

THIS BOND MAY ONLY BE TRANSFERRED IN WHOLE TO A PERSON OR ENTITY SUBJECT TO THE CONDITIONS DESCRIBED IN THE TRUST AGREEMENT.

**MADERA PUBLIC FINANCING AUTHORITY  
WATER REVENUE REFUNDING BOND, SERIES 2019**

| <b>MATURITY DATE</b> | <b>INTEREST RATE<br/>PER ANNUM</b> | <b>ORIGINAL<br/>ISSUE DATE</b> |
|----------------------|------------------------------------|--------------------------------|
|                      |                                    |                                |

REGISTERED OWNER: OPUS BANK, a California commercial bank

PRINCIPAL SUM: \$\_\_\_\_\_

The MADERA PUBLIC FINANCING AUTHORITY, a joint exercise of powers agency duly organized and validly existing under and pursuant to the laws of the State of California (the “Authority”), for value received hereby, promises to pay (but only out of the Authority Revenues hereinafter referred to) to the registered owner identified above or registered assigns, the installments of principal in the amounts and on the dates stated below (subject to prior redemption as described below) and interest on the unpaid principal amount of this Bond calculated from the original issue date stated above at the interest rate per annum stated above (subject to increase to the Default Rate or the Taxability Rate upon an Event of Taxability, as described below) in installments in the amounts and on the dates stated below (subject to increase to the Default Rate or the Taxability Rate upon an Event of Taxability, as described below, or reduction in the case of a partial redemption of the Bond):

| <u><b>Date</b></u> | <u><b>Principal<br/>Amount</b></u> | <u><b>Interest</b></u> | <u><b>Total</b></u> |
|--------------------|------------------------------------|------------------------|---------------------|
|--------------------|------------------------------------|------------------------|---------------------|



| <u>Date</u> | <u>Principal<br/>Amount</u> | <u>Interest</u> | <u>Total</u> |
|-------------|-----------------------------|-----------------|--------------|
|-------------|-----------------------------|-----------------|--------------|

Interest on the unpaid principal amount of this Bond is calculated on the basis of a 360-day year comprising twelve 30-day months

The Authority has duly authorized the issuance of this Bond, has designated it as its Water Revenue Refunding Bond, Series 2019” (the “Bond”), and has issued it in the original principal amount stated above. The Bond is issued by the Authority pursuant to the provisions of Articles 1 through 4 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, and, specifically, Article 4 (commencing with Section 6584), and Section 8160 et seq. of the Government Code of the State of California (together, the Law) and pursuant to the provisions of a trust agreement dated December 1, 2019, between the Authority and the Trustee (copies of which are on file at the corporate trust office of the Trustee), to provide funds to refinance the cost of the acquisition, construction and equipping of water supply and distribution facilities for the City.

The Bond is a limited obligations of the Authority and is payable, as to interest thereon and principal thereof, solely from certain proceeds of the Bond held in certain funds and accounts pursuant to the Trust Agreement and the revenues (the “Authority Revenues”) derived from 2019 Installment Payments and other payments made by the City of Madera (the “City”) pursuant to the Master Installment Sale Agreement dated March 1, 2006, as supplemented by the Fourth Supplemental Installment Sale Agreement dated December 1, 2019 (as so supplemented, the “Installment Sale Agreement”), each between the Authority and the City. The Authority is not obligated to pay interest on and principal of the Bond except from the Authority Revenues. The Authority Revenues constitute a trust fund for the security and payment of the interest on and principal of the Bond as provided in the Trust Agreement.

The full faith and credit of the Authority and the City of Madera are not pledged for the payment of the interest on or principal of the Bond. No tax shall ever be levied or collected to pay the interest on or principal of the Bond. The Bond is not secured by a legal or equitable pledge of or charge or lien upon any property of the Authority or any of its income or receipts except the Authority Revenues. Neither the payment of the interest on nor principal of the Bond is a debt, liability or general obligation of the Authority.

Reference is hereby made to the Act and to the Trust Agreement and any and all amendments thereof and supplements thereto for a description of the terms on which the Bond is issued, the provisions with regard to the nature and extent of the Authority Revenues, and the rights of the registered owner of the Bond. All the terms of the Trust Agreement are hereby incorporated herein and constitute a contract between the Authority and the registered owner of this Bond. The registered owner of this Bond, by acceptance hereof, agrees and consents to all the provisions of the Trust Agreement.

The Bond is subject to redemption prior to its stated maturity at the option of the Authority at the direction of the City, from moneys deposited by the Authority or the City from any source of available funds, as a whole or in part, on any date on or after March 1, 2030, at a redemption price equal to the principal amount of the Bond called for redemption, together with accrued interest to the date fixed for redemption, without premium.

If an event of default, as defined in the Trust Agreement, occurs, the principal amount of the Bond may be declared due and payable upon the conditions, in the manner and with the effect provided in the Trust Agreement, except that the Trust Agreement provides that in certain events such declaration and its consequences may be rescinded under the circumstances as provided therein, and the Default Rate shall apply.

This Bond is transferable or exchangeable for other authorized denominations by the registered owner hereof, in person or by its attorney duly authorized in writing, at the corporate trust office of the Trustee, but only in the manner, subject to the limitations, and upon payment of the charges provided in the Indenture, and upon surrender and cancellation of this Bond. Upon such transfer, a new fully registered Bond for the same aggregate principal amount will be issued to the transferee in exchange herefor.

The Authority, the Trustee, and any paying agent may deem and treat the registered owner hereof as the absolute owner hereof for all purposes; and the Authority, the Trustee, and any paying agent shall not be affected by any notice to the contrary.

This Bond is not entitled to any benefit, protection or security under the Trust Agreement or become valid or obligatory for any purpose until the certificate of authentication attached hereto has been executed and dated by the Trustee.

The rights and obligations of the Authority and of the registered owner of the Bond may be modified or amended at any time in the manner, to the extent, and upon terms provided in the Indenture, which provide, in certain circumstances, for modifications and amendments without the consent of or notice to the registered owner of the Bond.

The Authority hereby certifies and recites that any and all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by law and that the amount of this Bond, together with all other indebtedness of the Authority, does not exceed any limit prescribed by the Constitution or laws of the State of California and is not in excess of the amount of Bond permitted to be issued under the Trust Agreement.

IN WITNESS WHEREOF, the Madera Public Financing Authority has caused this Bond to be executed in its name and on its behalf by the Chairperson of the Authority and countersigned by the Secretary of the Authority, and has caused this Bond to be dated as of the original issue date specified above.

MADERA PUBLIC FINANCING  
AUTHORITY

By: \_\_\_\_\_  
Chairperson

Countersigned:

\_\_\_\_\_  
Secretary

CERTIFICATE OF AUTHENTICATION

This is the Bond described in the within mentioned Trust Agreement which has been authenticated on \_\_\_\_\_.

**THE BANK OF NEW YORK MELLON  
TRUST COMPANY, N.A.,**  
as Trustee

By: \_\_\_\_\_  
Authorized Officer

## ASSIGNMENT

For value received the undersigned do(es) hereby sell, assign and transfer unto \_\_\_\_\_ the within Bond and do(es) hereby irrevocably constitute and appoint \_\_\_\_\_ attorney, to transfer the same on the bond register of the Trustee, with full power of substitution in the premises.

Dated: \_\_\_\_\_

NOTE: The signature(s) to this Assignment must correspond with the name(s) on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature(s) Guaranteed by:

NOTE: Signature(s) must be guaranteed by an eligible guarantor institution (being banks, stock brokers, savings and loan associations, and credit unions with membership in an approved signature guarantee medallion program pursuant to Securities and Exchange Commission Rule 17A(d)15.

Social Security Number, Tax  
Identification Number, or other  
identifying number of Assignee:

\_\_\_\_\_

## LEGAL OPINION

The following is a true copy of the opinion rendered by Kronick, Moskovitz, Tiedemann & Girard, a Professional Corporation, in connection with the issuance of, and dated as of the date of the original delivery of, the Bond described therein. A signed copy is on file in my office.

---

Secretary of the Authority

**KRONICK, MOSKOVITZ, TIEDEMANN & GIRARD**  
**A Professional Corporation**  
**400 Capitol Mall, 27th Floor**  
**Sacramento, CA 95814-4417**

Members of the Board  
Madera Public Financing Authority  
205 West 4<sup>th</sup> Street  
Madera, California 93637

Re: Madera Public Financing Authority  
Water Revenue Refunding Bond, Series 2019  
(Final Opinion of Bond Counsel)

Ladies and Gentlemen:

We have acted as bond counsel in connection with the issuance by the Madera Public Financing Authority (the “Authority”) of \$[PRINCIPAL AMOUNT] aggregate principal amount of its Water Revenue Refunding Bond, Series 2019 (the “Bond”). The Bond is authorized to be issued pursuant to the provisions of the Marks Roos Local Bond Pooling Act of 1985 (the “Act”) (Article 4, Chapter 5, Division 7, Title 1 of the California Government Code) and all laws of the State of California supplemental thereto and pursuant to the provisions of the Trust Agreement dated December 1, 2019 (the “Trust Agreement”), between the Authority and The Bank of New York Mellon Trust Company, N.A., as trustee (the “Trustee”). Capitalized terms not otherwise defined herein have the meanings set forth in the Trust Agreement.

We have examined the law and such certified proceedings and other documents as we deem necessary to render this opinion. As to questions of fact material to our opinion, we have relied upon the representations of the Authority and the City contained in the Trust Agreement, the Installment Sale Agreement, and the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion, under existing law, as follows:

1. The Authority has been duly created and is validly existing as a public agency of the State of California with full power and authority to enter into the Installment Sale Agreement and the Trust Agreement; to perform the other agreements on its part contained in the Trust Agreement; and to issue the Bond.

2. The Trust Agreement has been duly executed and delivered by the Authority and is a valid and binding obligation of the Authority. The aggregate principal amount of the Bond issued under the Trust Agreement does not exceed any limitation imposed by law or by the Trust Agreement.

3. The Trust Agreement creates a valid pledge, to secure the payment of the principal of and interest on the Bond, of the Authority Revenues, as such term is defined in the Trust Agreement, and all other amounts held in any fund or account (other than the Rebate Fund) established pursuant to the Trust Agreement, to the extent set forth in the Trust Agreement and subject to the provisions of the Trust Agreement that permit the Authority to apply the Authority Revenues and other amounts for the purposes and on the terms and conditions set forth in the Trust Agreement. The Trust Agreement also creates a valid assignment to the Trustee, for the benefit of the holders from time to time of the Bond, of the right, title and interest of the Authority in the Installment Sale Agreement, to the extent more particularly described in the Trust Agreement.

4. The Bond has been duly authorized, executed and delivered by the Authority and are valid and binding limited obligations of the Authority, payable solely from the Authority Revenues and other funds provided therefor in the Trust Agreement.

5. The Bond is not a lien or charge upon the funds or property of the Authority except to the extent of the aforementioned pledge and assignment. Neither the faith and credit nor the taxing power of the City, the State of California, or any subordinate entity or political subdivision of either is pledged to the payment of the principal of or interest on the Bond. The Authority has no taxing power. The Bond is not a debt of the City, the State of California, or any other political subdivision of the State of California, none of which is liable for the payment thereof.

6. The Installment Sale Agreement, including the Fourth Supplemental Installment Sale Agreement, has been duly executed and delivered by, and constitutes the valid and binding obligation of, the Authority and the City.

7. The obligation of the City to make 2019 Installment Payments pursuant to the Installment Sale Agreement is a limited obligation of the City payable solely out of the Net Water Revenues. The Installment Sale Agreement does not constitute a debt of the City or of the State of California or of any political subdivision thereof within the meaning of any constitutional or statutory debt limitation or restriction and does not constitute an obligation for which the City is obligated to levy or pledge any form of taxation or for which the City has levied or pledged any form of taxation or for which the City has levied or pledged any form of taxation.

8. Interest on the Bond is excludable from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax. The opinion set forth in the preceding sentence is subject to the condition that the Authority and the City comply with all requirements of the Internal Revenue Code of 1986 that must be satisfied subsequent to the issuance of the Bond in order that interest on the Bond be, and continue to be, excludable from gross income for federal income tax purposes. The Authority and the City have covenanted to comply with all such requirements. Failure to comply with certain of such requirements may cause interest on the Bond to be included in gross income for federal income tax purposes retroactively to the date of issuance of the Bond. We express no opinion regarding other federal tax consequences, arising with respect to the accrual or receipt of interest on, or the ownership or disposition of the Bond.

9. Interest on the Bond is exempt from State of California personal income taxes.

The opinions set forth above are further qualified as follows:

a. The rights of the holders of the Bond and the enforceability of the Bond, the Installment Sale Agreement, and the Trust Agreement are subject to bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium, and other similar laws affecting creditors' rights generally, the application of general principles of equity, including without limitation concepts of materiality, reasonableness, good faith, and fair dealing, the possible unavailability of specific performance or injunctive relief, regardless of whether considered in a proceeding in equity or at law, and the limitations on legal remedies imposed on actions against public agencies in the State of California.

b. We express no opinion as to the enforceability under certain circumstances of contractual provisions respecting various summary remedies without notice or opportunity for hearing or correction, especially if their operation would work a substantial forfeiture or impose a substantial penalty upon the burdened party.

c. We express no opinion as to the effect or availability of any specific remedy provided for in the Trust Agreement or the Installment Sale Agreement under particular circumstances, except that we believe such remedies are, in general, sufficient for the practical realization of the rights intended thereby.

d. We express no opinion as to the enforceability of any indemnification, contribution, choice of law, choice of forum, or waiver provisions contained in the Trust Agreement or the Installment Sale Agreement.

e. We undertake no responsibility for the accuracy, completeness, or fairness of any offering materials relating to the Bond and express no opinion herein with respect thereto.



f. The opinions expressed herein are based on an analysis of existing laws, regulations, rulings, and court decisions and cover certain matters not directly addressed by such authorities. Such opinions may be affected by actions taken or omitted or events occurring after the date hereof. We have not undertaken to determine or to inform any person whether any such actions are taken or omitted or events do occur. We disclaim any obligation to update this opinion for events occurring after the date hereof.

Very truly yours,

KRONICK, MOSKOVITZ, TIEDEMANN & GIRARD  
A Professional Corporation

## **EXHIBIT B**

### **FORM OF ORIGINAL PURCHASER'S LETTER OF REPRESENTATIONS**

[Closing Date]

Opus Bank  
131 W. Commonwealth Avenue  
Fullerton, CA 92832

The Bank of New York Mellon Trust Company, N.A.  
400 South Hope Street, Suite 500  
Los Angeles, CA 90071

Re: Madera Public Financing Authority  
Water Revenue Refunding Bond, Series 2019

Ladies and Gentlemen:

The undersigned, Opus Bank, a California commercial bank (the "Purchaser"), hereby represents and warrants to you as follows:

1. On the date hereof, the Purchaser has made a loan to the Madera Public Financing Authority (the "Authority"), as evidenced by the above-referenced bond (the "Bond"), in the outstanding principal amount of \$[PRINCIPAL AMOUNT], issued pursuant to the Trust Agreement dated December 1, 2019 (the "Trust Agreement"), by and between The Bank of New York Mellon Trust Company, N.A., and the Authority.

2. The Purchaser has sufficient knowledge and experience in business and financial matters in general, and obligations such as the Bond in particular, to enable the Purchaser to evaluate the Bond, the credit of the Authority, the collateral, and the bond terms.

3. The Purchaser will make its own independent credit analysis and decision to purchase the Bond based on an independent examination and evaluation of the transaction and the information provided to the Purchaser by the Authority or its agents and deemed appropriate, without reliance on the Authority or its officers, employees, attorneys or agents.

4. The Purchaser acknowledges that no credit rating has been sought or obtained with respect to the Bond.

5. The Purchaser acknowledges that no official statement has been prepared for the Bond, and that the Authority will not be entering into a continuing disclosure agreement pursuant to SEC Rule 15c2-12 to provide ongoing disclosure respecting the Bond; however, the Purchaser is entitled to receive certain financial and operating information about the City of Madera and the Water System. The Purchaser has been offered copies of or full access to all documents relating to the Bond and all records, reports, financial statements and other information concerning the

Authority and pertinent to the source of payment for the Bond as deemed material by the Purchaser that the Purchaser has requested, and to which the Purchaser would attach significance in making a lending decision.

6. The Purchaser confirms that its purchase of the Bond constitutes acquisition of an asset that is suitable for its loan portfolio and consistent with its asset acquisition program and that the Purchaser is able to bear the economic risk of ownership of the Bond, including a complete loss of value.

7. The Purchaser is purchasing the Bond solely for its own loan account and not with a present intent to, or in connection with, any distribution, resale, pledging, fractionalization, subdivision or other disposition thereof (subject to the understanding that disposition of Purchaser's property will remain at all times within its control).

8. The Purchaser understands and agrees that ownership of the Bond may be transferred only in whole to a person or entity that executes a letter of representations substantially in the form of this letter.

9. The Purchaser understands that the Bond (i) has not been registered under the Securities Act of 1933, as amended (the "Act"), and (ii) has not been registered or qualified under any state securities or "Blue Sky" laws, and that the Trust Agreement has not been qualified under the Trust Indenture Act of 1939, as amended.

10. Inasmuch as the Bond represents a negotiated transaction, the Purchaser is not acting as a fiduciary of the Authority, but rather is acting solely in its capacity as Original Purchaser, for its own account. The Authority acknowledges and agrees that (i) the transaction contemplated herein is an arm's length commercial transaction between the Authority and the Purchaser and its affiliates, (ii) in connection with such transaction, the Purchaser and its affiliates are acting solely as a principal and not as an advisor including, without limitation, a "Municipal Advisor" as such term is defined in Section 15B of the Securities and Exchange Act of 1934, as amended, and the related final rules (the "Municipal Advisor Rules"), (iii) the Purchaser and its affiliates are relying on the purchaser exemption in the Municipal Advisor Rules, (iv) the Purchaser and its affiliates have not provided any advice or assumed any advisory or fiduciary responsibility in favor of the Authority with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (whether or not the Purchaser, or any affiliate of the Purchaser, has provided other services or advised, or is currently providing other services or advising the Authority on other matters) and (v) the Purchaser and its affiliates have financial and other interests that differ from those of the Authority.

11. The Purchaser has been furnished with and has examined the Bond, the Trust Agreement, and other documents, certificates and the legal opinions delivered in connection with the issuance of the Bond.

12. The Purchaser understands that the Authority and its counsel will rely upon the accuracy and truthfulness of the representations and warranties contained herein and hereby consents to such reliance.

13. The signatory of this letter is a duly authorized officer of the Purchaser with the authority to sign this letter on behalf of the Purchaser, and this Certificate has been duly authorized, executed and delivered.

OPUS BANK, a California commercial bank

By: \_\_\_\_\_  
Dmitry Semenov, Senior Vice President

## EXHIBIT C

### **FORM OF SUBSEQUENT PURCHASER'S LETTER OF REPRESENTATIONS**

[Date]

Madera Public Financing Authority  
205 West 4<sup>th</sup> Street  
Madera, CA 93637

Re: Madera Public Financing Authority  
Water Revenue Refunding Bond, Series 2019

Ladies and Gentlemen:

The undersigned, [NAME OF TRANSFEREE] (the "Purchaser"), hereby represents and warrants to you as follows:

1. On the date hereof, the Purchaser has made a loan to the Madera Public Financing Authority (the "Authority"), as evidenced by the above-referenced bond (the "Bond"), in the outstanding principal amount of \$[PRINCIPAL AMOUNT], issued pursuant to the Trust Agreement dated December 1, 2019 (the "Trust Agreement"), by and between The Bank of New York Mellon Trust Company, N.A., and the Authority.
2. The Purchaser has sufficient knowledge and experience in business and financial matters in general, and obligations such as the Bond in particular, to enable the Purchaser to evaluate the Bond, the credit of the Authority, the collateral, and the bond terms.
3. The Purchaser will make its own independent credit analysis and decision to purchase the Bond based on an independent examination and evaluation of the transaction and the information provided to the Purchaser by the Authority or its agents and deemed appropriate, without reliance on the Authority or its officers, employees, attorneys or agents.
4. The Purchaser acknowledges that no credit rating has been sought or obtained with respect to the Bond.
5. The Purchaser acknowledges that no official statement has been prepared for the Bond, and that the Authority will not be entering into a continuing disclosure agreement pursuant to SEC Rule 15c2-12 to provide ongoing disclosure respecting the Bond. The Purchaser has been offered copies of or full access to all documents relating to the Bond and all records, reports, financial statements and other information concerning the Authority and pertinent to the source of payment for the Bond as deemed material by the Purchaser that the Purchaser has requested, and to which the Purchaser would attach significance in making a lending decision.
6. The Purchaser confirms that its purchase of the Bond constitutes acquisition of an asset that is suitable for its portfolio and consistent with its asset acquisition program and that the

Purchaser is able to bear the economic risk of ownership of the Bond, including a complete loss of value.

7. The Purchaser is purchasing the Bond solely for its own loan account and not with a present intent to, or in connection with, any distribution, resale, pledging, fractionalization, subdivision or other disposition thereof (subject to the understanding that disposition of Purchaser's property will remain at all times within its control).

8. The Purchaser understands and agrees that ownership of the Bond may be transferred only in whole to a person or entity that executes a letter of representations substantially in the form of this letter.

9. The Purchaser understands that the Bond (i) has not been registered under the Securities Act of 1933, as amended (the "Act"), and (ii) has not been registered or qualified under any state securities or "Blue Sky" laws, and that the Trust Agreement has not been qualified under the Trust Indenture Act of 1939, as amended.

10. The Purchaser has been furnished with and has examined the Bond, the Trust Agreement, and other documents, certificates and the legal opinions delivered in connection with the issuance of the Bond.

11. The Purchaser understands that the Authority and its counsel will rely upon the accuracy and truthfulness of the representations and warranties contained herein and hereby consents to such reliance.

12. The signatory of this letter is a duly authorized officer of the Purchaser with the authority to sign this letter on behalf of the Purchaser, and this Certificate has been duly authorized, executed and delivered.

[PURCHASER]

By: \_\_\_\_\_  
[name, title]

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**ESCROW AGREEMENT**

**between the**

**MADERA PUBLIC FINANCING AUTHORITY**

**and**

**THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.  
as Escrow Agent**

Dated December 1, 2019

relating to the

current refunding of the  
Madera Public Financing Authority  
Water Revenue Bonds, Series 2010  
(Issued: November 10, 2010)

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## ESCROW AGREEMENT

This ESCROW AGREEMENT dated December 1, 2019 (this “Escrow Agreement”), between the MADERA PUBLIC FINANCING AUTHORITY (the “Authority”), a joint exercise of powers agency duly created and existing pursuant to the laws of the State of California and an agreement entitled “Joint Exercise of Powers Agreement” between the City of Madera (the “City”) and the City of Madera Redevelopment Agency (the “Joint Powers Agreement”), and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A. (the “Bank”), a national banking association duly organized and existing under and by virtue of the laws of the United States of America and being qualified to accept and administer the escrow hereby created as escrow agent (the “Escrow Agent”),

### WITNESSETH:

WHEREAS, the Authority issued \$11,215,000 principal amount of its Water Revenue Bonds, Series 2010 (the “Prior Bonds”), pursuant to the terms of the Trust Agreement dated November 1, 2010 (the “Prior Trust Agreement”), between the Authority and The Bank of New York Mellon Trust Company, N.A., as trustee thereunder (the “Prior Trustee”), of which \$\_\_\_\_\_ principal amount is currently outstanding, to finance various capital improvements to the City’s water system;

WHEREAS, the Authority has determined to refund all of the outstanding Prior Bonds and has authorized the issuance of its Madera Public Financing Authority Water Revenue Refunding Bond, Series 2019 (the “Refunding Bond”), pursuant to the Trust Agreement dated December 1, 2019 (the “Trust Agreement”), between the Authority and the Bank, as trustee (the “Trustee”), to provide funds to redeem the Prior Bonds;

WHEREAS, the Authority has taken action to cause to be made available for purchase by the Escrow Agent, from amounts on deposit in the Escrow Fund (as that term is later defined) certain direct noncallable United States Treasury obligations listed on Schedule I attached hereto and made a part hereof, in an aggregate principal amount that, together with the money deposited in the Escrow Fund at the same time as such deposit and the income to accrue on such securities, will be sufficient to pay the redemption price of the outstanding Prior Bonds on the date fixed for redemption, March 1, 2020, together with the interest accrued thereon to the date fixed for redemption;

WHEREAS, the provisions of the Prior Trust Agreement are incorporated herein by reference as if set forth herein in full;

NOW, THEREFORE, the Authority and the Escrow Agent hereby agree as follows:

#### Section 1. Escrow Fund.

(a) Establishment and Funding of Escrow Fund. The Escrow Agent agrees to establish and maintain a fund for the Prior Bonds designated as the “Escrow Fund” until the Prior Bonds have been redeemed as provided herein. All money in the Escrow Fund is hereby irrevocably pledged to secure the redemption of the Prior Bonds as provided herein; provided that any money held in the



Escrow Fund that is not used for the redemption of the Prior Bonds shall be repaid to the Authority free from the trust created by this Escrow Agreement.

The Authority shall, on the date of execution and delivery of this Escrow Agreement, cause to be transferred to the Escrow Agent, a portion of the proceeds of the Refunding Bond in the amount \$\_\_\_\_\_, and shall deposit that amount in the Escrow Fund. The Authority hereby directs The Bank of New York Mellon Trust Company, N.A., as Prior Trustee, on the date of execution and delivery of this Escrow Agreement, to transfer to the Escrow Agent for deposit into the Escrow Fund \$\_\_\_\_\_ from the [Reserve Account, Interest Account, and Principal Account], established by the Prior Trust Agreement.

(b) Investment of Money in the Escrow Fund. The Authority hereby directs the Escrow Agent to purchase the Escrow Securities at the price of \$\_\_\_\_\_ from the amounts in the Escrow Fund and retain the balance of such amounts, \$\_\_\_\_\_, in cash uninvested.

Any receipts on investments made pursuant to this section in excess of the cost of such investments that are not needed for the redemption of the Prior Bonds shall be remitted to the Authority free from the trust created by the Escrow Agreement. The Escrow Agent shall not be liable or responsible for any loss resulting from any investment made pursuant to this section and in full compliance with the provisions hereof. The Escrow Agent shall not make substitutions or reinvestments of securities except as provided in this Escrow Agreement.

(c) Payment from the Escrow Fund. The Authority hereby irrevocably instructs the Escrow Agent, and the Escrow Agent hereby agrees, to collect and deposit in the Escrow Fund the interest on and principal of the Escrow Securities promptly as such interest and principal become due, and use such interest and principal, together with the money initially deposited in the Escrow Fund to pay redemption price of the Prior Bonds and accrued interest thereon to the date fixed for redemption as set forth in Schedule II attached hereto.

(d) Deficiencies in the Escrow Fund. If at any time it appears to the Escrow Agent that the money in the Escrow Fund will not be sufficient to make all payments required by Section 1 hereof, the Escrow Agent shall notify the Authority in writing as soon as reasonably practicable of such fact, stating the amount of such deficiency and the reason therefor (if known to it), and the Authority shall use its best efforts to obtain and deposit with the Escrow Agent for deposit in the Escrow Fund, from any legally available moneys, such additional money as may be required to provide for the timely making of all such payments. The Escrow Agent shall in no event or manner be responsible for the failure of the Authority to make any such deposit.

Section 2. Notices of Defeasance and Redemption. The Authority hereby irrevocably instructs the Escrow Agent, in accordance with the terms and conditions of the Prior Trust Agreement to provide notice of defeasance of the Prior Bonds and notice of redemption for the Prior Bonds, such notices to be provided in the time and manner specified in the Prior Trust Agreement and substantially in the forms shown in Exhibit A and Exhibit B.

Section 3. Termination. Upon the completion of the payments required from the Escrow Fund and the transfer of any moneys remaining in the Escrow Fund to the Authority, this Escrow Agreement shall be terminated and of no further force or effect.

Section 4. Compensation and Indemnification of the Escrow Agent. (a) Payment for Services. The Authority shall pay the Escrow Agent an annual for its services hereunder and shall reimburse the Escrow Agent for its out-of-pocket expenses (including but not limited to the fees and expenses, if any, of its counsel or accountants) incurred by the Escrow Agent in connection with these services, all as more particularly agreed upon by the Authority and the Escrow Agent; provided that these fees and expenses shall in no event be deducted from the Escrow Fund. Under no circumstances shall the Escrow Agent assert a lien on the Escrow Fund for any of its fees or expenses.

(b) Indemnification. The Authority agrees to indemnify the Escrow Agent, its directors, agents, and its officers or employees for, and hold the Escrow Agent, its directors, agents, and its officers or employees harmless from, liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses and disbursements of any kind (including, without limitation, reasonable fees and disbursements of counsel or accountants for the Escrow Agent) that may be imposed on, incurred by, or asserted against the Escrow Agent or such other party at any time by reason of its performance of Escrow Agent's services, in any transaction arising out of this Escrow Agreement or any of the transactions contemplated herein, unless due to the negligence or willful misconduct of the particular indemnified party.

(c) Survival of Obligations. The obligations of the Authority hereunder to the Escrow Agent shall survive the termination or discharge of this Escrow Agreement or the resignation or removal of the Escrow Agent.

Section 5. Functions of the Escrow Agent; Immunities.

(a) Application of Funds. Moneys held by the Escrow Agent hereunder are to be held and applied for the refunding of the Prior Bonds in accordance with the Prior Trust Agreement and this Escrow Agreement.

(b) No Implied Duties. The Escrow Agent undertakes to perform only such duties as are expressly and specifically set forth in this Escrow Agreement and no implied duties or obligations shall be read into this Escrow Agreement against the Escrow Agent.

(c) Reliance on Documents. The Escrow Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, and shall be protected and indemnified as stated in this Escrow Agreement, in acting, or refraining from acting, upon any written notice, instruction, request, certificate, document, report or opinion furnished to the Escrow Agent and reasonably believed by the Escrow Agent to have been signed or presented by the proper party, and it need not investigate any fact or matter stated in such notice, instruction, request, certificate, document, report or opinion.

(d) Escrow Agent's Immunities. The Escrow Agent shall not have any liability hereunder except to the extent of its own negligence or willful misconduct. In no event shall the Escrow Agent be liable for any special, indirect or consequential damages, even if parties know of the possibility of such damages. The Escrow Agent shall have no duty or responsibility under this Escrow Agreement in the case of any default in the performance of covenants or agreements contained in the Prior Trust Agreement, or in the case of the receipt of any written demand with

respect to such default. The Escrow Agent is not required to resolve conflicting demands to money or property in its possession under this Escrow Agreement.

(e) Reliance on Advice of Counsel. The Escrow Agent may consult with counsel of its own choice (which may be counsel to the Authority) and the opinion of such counsel shall be full and complete authorization to take or suffer in good faith any action in accordance with such opinion of counsel.

(f) Not Responsible for Authority's Representations. The Escrow Agent shall not be responsible for any of the recitals or representations by the Authority contained herein.

(g) Other Transactions. The Escrow Agent may engage or be interested in any financial or other transaction with the Authority.

(h) Not Responsible for Sufficiency. The Escrow Agent shall not be liable for the accuracy of the calculations as to the sufficiency of the moneys to make the payments of principal and interest with respect to the Prior Bonds in accordance with the terms and conditions herein.

(i) Not Responsible for Acts or Omissions of the Authority. The Escrow Agent shall not be liable for any action or omission of the Authority under this Escrow Agreement or the Prior Trust Agreement.

(j) Reliance On Authority Certification. Whenever in the administration of the trust of this Escrow Agreement, the Escrow Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of negligence or willful misconduct on the part of the Escrow Agent, be deemed to be conclusively proved and established by a certificate of the Authority, and such certificate shall, in the absence of negligence or willful misconduct on the part of the Escrow Agent, be full warrant to the Escrow Agent for any action taken or suffered by it under the provisions of this Escrow Agreement upon the faith thereof.

(k) Accounting. The Escrow Agent will provide the Authority with a final accounting of the funds maintained hereunder upon the redemption of the Prior Bonds.

(l) Bank's Funds Not at Risk. None of the provisions of this Escrow Agreement shall require the Escrow Agent to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the performance of any of its duties hereunder.

(m) Use of Agents. The Escrow Agent may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents, attorneys, custodians or nominees appointed with due care, and shall not be responsible for any willful misconduct or negligence on the part of any agent, attorney, custodian or nominee so appointed.

(n) Force Majeure. The Escrow Agent shall not be liable to the parties hereto or deemed in breach or default hereunder if and to the extent its performance hereunder is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the Escrow Agent and could not have been avoided by exercising due care. Force majeure shall include

acts of God, terrorism, war, riots, strikes, fire, floods, earthquakes, epidemics or other similar occurrences.

(o) Communication of Instructions. The Authority acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the Authority the right to receive brokerage confirmations of security transactions as they occur, the Authority specifically waive receipt of such confirmations to the extent permitted by law. The Escrow Agent will furnish the Authority periodic cash transaction statements which include detail for all investment transactions made by the Escrow Agent hereunder.

(p) Funds Transfers Instructions. The Escrow Agent shall have the right to accept and act upon instructions, including funds transfer instructions (“Instructions”) given pursuant to this Escrow Agreement and delivered using Electronic Means (“Electronic Means”) shall mean the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Escrow Agent, or another method or system specified by the Escrow Agent as available for use in connection with its services hereunder); provided, however, that the Authority shall provide to the Escrow Agent an incumbency certificate listing officers with the authority to provide such Instructions (“Authorized Officers”) and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the Authority whenever a person is to be added or deleted from the listing. If the Authority elects to give the Escrow Agent Instructions using Electronic Means and the Escrow Agent in its discretion elects to act upon such Instructions, the Escrow Agent’s understanding of such Instructions shall be deemed controlling. The Authority understands and agrees that the Escrow Agent cannot determine the identity of the actual sender of such Instructions and that the Escrow Agent shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Escrow Agent have been sent by such Authorized Officer. The Authority shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Escrow Agent and that the Authority and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the Authority. The Escrow Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Escrow Agent’s reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The Authority agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Escrow Agent, including without limitation the risk of the Escrow Agent acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Escrow Agent and that there may be more secure methods of transmitting Instructions than the method(s) selected by the Authority; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Escrow Agent immediately upon learning of any compromise or unauthorized use of the security procedures.

(q) Resignation of Escrow Agent. The Escrow Agent may at any time resign by giving thirty (30) days written notice to the Authority of such resignation. The Authority shall promptly appoint a successor Escrow Agent by the resignation date. Resignation of the Escrow Agent will be

effective upon acceptance of appointment by a successor Escrow Agent. If the Authority does not appoint a successor within thirty (30) days of the resignation the Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor Escrow Agent which court may thereupon after such notice if any, as it may deem proper and prescribe and as may be required by law, appoint a successor Escrow Agent.

Section 6. Merger or Consolidation of the Escrow Agent. Any company into which the Escrow Agent may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Escrow Agent may sell or transfer all or substantially all of its corporate trust business shall be the successor to the Escrow Agent and vested with all of the title to the Escrow Fund and all of the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding.

Section 7. Amendment of this Escrow Agreement. This Escrow Agreement may not be revoked or amended by the parties hereto unless there shall first have been filed with the Authority and the Escrow Agent (i) an unqualified opinion of bond counsel that such amendment will not adversely affect the excludability from gross income for federal income tax purposes of interest evidenced by the refinancing or the Prior Bonds, and (ii) unless such amendment is not materially adverse to the interests of the registered owners of the Prior Bonds, as evidenced by an opinion of counsel, the written consent of the registered owners of all Prior Bonds then outstanding.

Section 8. Governing Law. This Escrow Agreement shall be construed and governed in accordance with the laws of the State of California.

Section 9. Notices. All notices and communications hereunder shall be in writing and shall be deemed to be duly given if received or sent by first class mail, as follows:

|                      |                                                                                                                           |
|----------------------|---------------------------------------------------------------------------------------------------------------------------|
| If to the Authority: | Madera Public Financing Authority<br>205 West 4 <sup>th</sup> Street<br>Madera, CA 93637<br>Attention: Executive Director |
|----------------------|---------------------------------------------------------------------------------------------------------------------------|

|                         |                                                                                                                                                    |
|-------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|
| If to the Escrow Agent: | The Bank of New York Mellon Trust Company, N.A.<br>100 Pine Street, Suite 3200<br>San Francisco, CA 94111<br>Attention: Corporate Trust Department |
|-------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|

Section 10. Severability. If any section, paragraph, sentence, clause or provision of this Escrow Agreement is for any reason held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, sentence, clause or provision shall not affect any of the remaining provisions of this Escrow Agreement.

Section 11. Definitions. Unless the context otherwise requires, capitalized terms used herein have the meanings specified in the Prior Trust Agreement.

Section 12. Execution. This Escrow Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all together shall constitute but one and the same agreement.

*[Signature page follows]*

IN WITNESS WHEREOF, the Authority and the Escrow Agent have caused this Escrow Agreement to be executed each on its behalf as of the day and year first above written.

**MADERA PUBLIC FINANCING  
AUTHORITY**

By: \_\_\_\_\_  
Chairperson

**THE BANK OF NEW YORK MELLON  
TRUST COMPANY, N.A., as Escrow Agent**

By: \_\_\_\_\_  
Authorized Officer

**SCHEDULE I**  
**ESCROW SECURITIES**

| <b>Type</b> | <b>Principal<br/>Amount</b> | <b>Interest Rate</b> | <b>Issue Date</b> | <b>Maturity Date</b> |
|-------------|-----------------------------|----------------------|-------------------|----------------------|
|-------------|-----------------------------|----------------------|-------------------|----------------------|

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**SCHEDULE II**  
**REDEMPTION SCHEDULE**

| <b>Payment Date</b> | <b>Redemption<br/>Price</b> | <b>Accrued<br/>Interest</b> | <b>Total</b> |
|---------------------|-----------------------------|-----------------------------|--------------|
|                     |                             |                             |              |



## **EXHIBIT A**

### **NOTICE OF DEFEASANCE**

#### **OF THE**

#### **Madera Public Financing Authority Water Revenue Bonds, Series 2010 (Issued November 10, 2010)**

**NOTICE IS HEREBY GIVEN** pursuant to the Trust Agreement dated November 1, 2010 (the “Trust Agreement”), between the Madera Public Financing Authority (the “Authority”) and The Bank of New York Mellon Trust Company, N.A., as trustee thereunder, which authorized and provided for the issuance and sale of the above-captioned bonds (the “Bonds”), that the Authority has deposited in escrow with The Bank of New York Mellon Trust Company, N.A., as its escrow agent (the “Escrow Agent”), money and certain direct noncallable United States Treasury obligations in the necessary amount (as evidenced in a verification report provided to the Escrow Agent) to redeem all of the Bonds on March 1, 2020.

The owners of the Bonds are no longer entitled to the pledge of assets made under the Trust Agreement. All agreements and covenants of the Authority contained in the Trust Agreement with respect to the Bonds have been released and have ceased, terminated, become void and have been discharged and satisfied, except for the obligation to pay the redemption price of the Bonds, together with interest accrued thereon to the date fixed for redemption, but only from moneys on deposit with the Escrow Agent.

The Escrow Agent will send a notice of redemption to the owners of the Bonds prior to the redemption date in accordance with the requirements of the Trust Agreement.

**THIS IS NOT A NOTICE OF REDEMPTION. THIS NOTICE OF DEFEASANCE IS FOR INFORMATION PURPOSES ONLY, AND DOES NOT REQUIRE OR SOLICIT THE PRESENT SURRENDER OF THE DESCRIBED REFUNDED BONDS.**

DATED: (date of notice generation)  
as escrow agent

The Bank of New York Mellon Trust Company, N.A.,

**EXHIBIT B**  
**NOTICE OF REDEMPTION**

**of the**  
**Madera Public Financing Authority**  
**Water Revenue Bonds, Series 2010**  
**(Issued November 10, 2010)**

NOTICE IS HEREBY GIVEN pursuant to the Trust Agreement dated November 1, 2010 (the “Trust Agreement”), which authorized and provided for the issuance and sale of the above-captioned bonds (the “Bonds”), that:

The Madera Public Financing Authority (the “Authority”) has called for redemption on March 1, 2020 (the “Redemption Date”), all of the outstanding Bonds, which are currently outstanding in an aggregate principal amount of \$\_\_\_\_\_, at a redemption price equal to 100% of the principal amount of the Bonds called for redemption, plus interest accrued thereon to the Redemption Date.

The Bonds are further identified as follows:

| Maturity Date<br>( <u>March 1</u> ) | Principal<br><u>Amount</u> | Interest<br><u>Rate</u> | <u>CUSIP</u> <sup>1</sup> |
|-------------------------------------|----------------------------|-------------------------|---------------------------|
| 2020                                | \$ 335,000                 | 4.000%                  | 55644T AH5                |
| 2021                                | 345,000                    | 3.625                   | 55644T AJ1                |
| 2022                                | 355,000                    | 3.875                   | 55644T AK8                |
| 2023                                | 375,000                    | 4.000                   | 55644T AL6                |
| 2024                                | 390,000                    | 4.125                   | 55644T AM4                |
| 2025                                | 405,000                    | 4.250                   | 55644T AN2                |
| 2030*                               | 2,300,000                  | 4.750                   | 55644T AP7                |
| 2038*                               | 5,025,000                  | 5.000                   | 55644T AQ5                |

\*Term Bonds

The redemption price of the Bonds, and interest accrued thereon to the Redemption Date, become due and interest on the Bonds shall cease to accrue from and after the Redemption Date.

Payment of the redemption price of the Bonds called for redemption will be made only upon presentation and surrender of such Bonds in the following manner:

|                                           |                               |                                              |
|-------------------------------------------|-------------------------------|----------------------------------------------|
| <i>First Class/Registered/Certified*:</i> | <i>Express Delivery Only:</i> | <i>By Hand Only:</i>                         |
| The Bank of New York Mellon               | The Bank of New York Mellon   | The Bank of New York Mellon                  |
| Global Corporate Trust                    | Global Corporate Trust        | Global Corporate Trust                       |
| P.O. Box 396                              | 111 Sanders Creek Parkway     | Corporate Trust Window                       |
| East Syracuse, New York 13057             | East Syracuse, New York 13057 | 101 Barclay Street, 1 <sup>st</sup> Floor E. |
|                                           |                               | New York, New York 10286                     |

\* *Registered or certified insured mail is suggested.*

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<sup>1</sup> The Authority and the Escrow Agent are not responsible for the use of the CUSIP number(s) selected, nor is any representation made as to their correctness indicated in the notice or as printed on any Bond. They are included solely for the convenience of the owners.

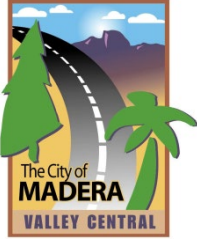
Additional information regarding the foregoing actions may be obtained from The Bank of New York Mellon Trust Company, N.A., Corporate Trust Department, Bondholder Relations, telephone number (800) 254-2826.

#### IMPORTANT NOTICE

Under the Jobs Growth Tax Relief Reconciliation Act of 2003 (the “Act”), 24% will be withheld if tax identification number is not properly certified. Please furnish a properly completed Form W-9 or exemption certificate or equivalent when presenting your securities.

DATED: \_\_\_\_\_, 2020  
as escrow agent

The Bank of New York Mellon Trust Company, N.A.,



## REPORT TO CITY COUNCIL

Approved by:

Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: December 18, 2019

Agenda Number: D-3

### SUBJECT:

Consideration of a Resolution Appointing Donald Horal to the Board of Trustees of the Madera County Mosquito and Vector Control District

### RECOMMENDATION:

Staff recommends that the Council adopt a Resolution appointing Donald Horal to the Board of Trustees of the Madera County Mosquito and Vector Control District for an additional two-year term.

### SUMMARY:

The attached letter was received from the Madera County Mosquito and Vector Control District (District) requesting consideration of appointing Donald Horal to a new term as the City's representative on the District's Board of Trustees. Mayor Medellin would like to appoint Mr. Horal to a new term.

The Board of Trustees for the District is comprised of seven members, and the City has one representative on the Board of Trustees. The selected individual must be a registered voter and resident of the City.

Mr. Horal was appointed as the City's representative by the Council on February 20, 2019 for a two-year term. It is worth noting that the recent appointment had a lapse in term due to personnel changes at the District and the term commenced on January 1, 2018 through January 1, 2020. Thus, Mr. Horal's term sunsets on January 1, 2020. Mr. Horal has been serving two-year terms as the City's representative since March 15, 2006 and has expressed an interest in continuing to serve.

**FINANCIAL IMPACT:**

There is no financial impact to the City of Madera. Board Members receive a monthly stipend of \$100 per month from the District.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN:**

Appointments to boards are not specifically addressed in the Vision Plan; the action however, does support Strategy 111 – Local Agencies Share Vision: Promote greater alignment of local government agencies under a shared community vision.

**ALTERNATIVES:**

1. Should the Council not adopt the resolution to appoint Mr. Horal, staff will request that the Council submit a new nomination(s) for action at a future meeting.

**ATTACHMENTS:**

1. Resolution
2. Letter from Madera County Mosquito and Vector Control District.

**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,  
CALIFORNIA APPOINTING DONALD HORAL TO THE BOARD OF  
TRUSTEES OF THE MADERA COUNTY MOSQUITO AND VECTOR  
CONTROL DISTRICT

**WHEREAS**, Division 3, Chapter 1, of the California Health and Safety Code (the "Law") sets forth the provisions for the creation and formation of the Madera County Mosquito and Vector Control District, its Board of Trustees, and selection of its members to the Board of Trustees; and

**WHEREAS**, the Law sets forth appointment and membership requirements, terms of office and removal of trustees to the Madera County Mosquito and Vector Control District; and

**WHEREAS**, Section 2021(b) of the Law authorizes the governing body of the City of Madera to appoint a trustee to the Madera County Mosquito and Vector Control District; and

**WHEREAS**, the City Council of the City of Madera is the governing body within the electorate of the City of Madera and authorized to appoint a trustee to the Madera County Mosquito and Vector Control District; and

**WHEREAS**, the term of office of the City's current representative on the Board of Trustees of the Madera County Mosquito and Vector Control District expired January 1, 2020; and

**WHEREAS**, it is the desire and intention of the Madera City Council to appoint Donald Horal as its representative to the Madera County Mosquito and Vector Control District.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MADERA AS FOLLOWS:**

1. The above recitals are true and correct.
2. Donald Horal is hereby appointed to the Office of Trustee to the Board of Trustees of the Madera County Mosquito and Vector Control District.
3. The term of appointment shall be through January 1, 2022.
4. This resolution is effective immediately upon adoption.

\*\*\*\*\*



## **MADERA COUNTY MOSQUITO AND VECTOR CONTROL DISTRICT**

3105 AIRPORT DRIVE  
MADERA, CALIFORNIA 93637  
TELEPHONE (559) 662-8880  
FAX NUMBER (559) 662-8883  
E-MAIL alexs\_mmvcd@unwiredbb.com

### BOARD OF TRUSTEES

NICHOLAS SALINAS, PRESIDENT  
G. PETER FRY, VICE PRESIDENT  
JENNIFER PETERS  
DAVID BUMP  
JEFF COULTHARD  
DONALD HORAL  
LETICIA GONZALEZ

### DISTRICT PERSONNEL

ALEX SCALZO, MANAGER  
ISTVAN MENYHEY, FIELD FOREMAN  
TERESA HAMILTON, SECRETARY/BOOKKEEPER  
GABINO PRADO, DATA ANALYST  
CHRISTOPHER RUCKMAN, MAINTENANCE SUPERVISOR  
TRINIDAD REYES, BIOLOGIST

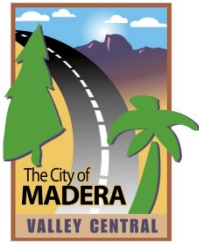
*November 12, 2019*

*Dear Alicia,*

*The District's Board Member Donald Horal's term representing the City of Madera as Trustee appointed by the City Council is expiring in January 2020. Donald would like to serve another term and has done an excellent job in the past. Please put this on the City Council's Agenda for approval as soon as possible.*

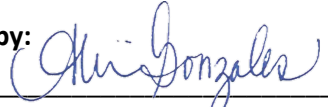
*Best Regards*

*Alex Scalzo  
District Manager*



# REPORT TO CITY COUNCIL

Approved by:

  
\_\_\_\_\_  
Department Director

City Manager

Council Meeting of: December 18, 2019

Agenda Number: E-1

## SUBJECT:

Consideration of Selection of Mayor Pro Tem for 2020

## RECOMMENDATION:

Staff recommends that the City Council (Council) select, by motion of the Council, a Mayor Pro Tem for a one-year term.

## DISCUSSION:

Resolution No. 12-210 (attached) states that the Council will select, at its first regular meeting in December, one of its members to serve as Mayor Pro Tem. The Resolution also provides guidelines for selecting the Mayor Pro Tem.

Council Member Garcia is the only council member who has not yet served as Mayor Pro Tem and is therefore qualified to serve next.

| <i>Councilmember</i>         | <i>Mayor Pro Tem (Year)</i> |
|------------------------------|-----------------------------|
| Councilmember Montes         | 2019                        |
| Councilmember Rodriguez      | 2018                        |
| Councilmember Foley Gallegos | 2017                        |
| Councilmember Rigby          | 2016                        |
| Councilmember Oliver         | 2015                        |
| Councilmember Robinson       | 2014                        |
| Councilmember Holley         | 2013                        |

## FINANCIAL IMPACT:

There is no impact to the general fund.

## CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Selection of the Mayor Pro Tem 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.

## ATTACHMENT:

1. Resolution



**RESOLUTION NO. 12-210**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,  
CALIFORNIA ESTABLISHING A TERM FOR THE OFFICE OF, AND A  
SELECTION PROCESS FOR MAYOR PRO TEMPORE AND REPEALING  
RESOLUTION NO. 98-90**

WHEREAS, Government Code section 36801 requires forth that cities shall, after declaration of election results and installation of elected officials, select a Mayor and Mayor Pro Tempore; and

WHEREAS, the City Council adopted Resolution No. 98-90 setting forth the method and criteria for selecting the Mayor and Mayor Pro Tempore; and

WHEREAS, Section 2-1.22 of the Madera Municipal Code was added on May 19, 2010, setting forth that the mayor shall be elected by the voters of the city at large; and

WHEREAS, the selection procedure identified in Resolution No. 98-90, which includes a selection procedure for the mayor, is obsolete in part, and is in need of updating; and

WHEREAS, the City Council now wishes establish a procedure for the selection of a Mayor Pro Tempore.

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

1. The above recitals are true and correct.
2. Commencing the month of December of 2012, the City Council shall, at its first regular meeting in the month of December, meet and choose one of its members as Mayor Pro Tempore. The Council Member selected as Mayor Pro Tempore shall be chosen from such members of the Council who have not previously served as Mayor Pro Tempore unless all members have so served.

3. Where all Council Members have served a term as Mayor Pro Tempore, the person to be selected as Mayor Pro Tempore shall be the Council Member who has not served as Mayor Pro Tempore for the longest period of time. If the Council Member who has not served as Mayor Pro Tempore for the longest period of time declines the position, then the Council Member who has not served as Mayor Pro Tempore for the longest period of time other than the declining Council Member shall be selected.

4. When a selection of Mayor Pro Tempore is to be made from a Council Member who has not yet served as Mayor Pro Tempore, the person who is otherwise qualified and has served on the Council the longest without being Mayor Pro Tempore shall be selected as Mayor Pro Tempore. In the case where two or more Council Members qualified to be selected Mayor Pro Tempore have served the same amount of time without being selected, the Council Member to be selected shall be the person who received the most votes at their initial election. In the event that no Council Member who is otherwise eligible to be Mayor Pro Tempore has received the most votes at their initial election, then the selection from the eligible Council Members shall be made by drawing lots.

5. The Council Member selected to serve as Mayor Pro Tempore shall serve a one year term ending upon the selection of a new Mayor Pro Tempore at the first City Council meeting in December of the following year.

6. Resolution No. 98-90 entitled, "A Resolution of the City Council of the City of Madera, California Establishing a Term of the Office of, and a Selection Process for Mayor and Mayor Pro Tempore," is hereby repealed in its entirety.

7. This resolution shall be effective immediately upon adoption.

\* \* \* \* \*

PASSED AND ADOPTED by the City Council of the City of Madera this 5<sup>th</sup> day of December,  
2012 by the following vote:

AYES: Council Members Poythress, Holley, Robinson, Bomprezzi, Svanda,  
Frazier, Medellin.

NOES: None.

ABSTENTIONS: None.

ABSENT: None.

  
ROBERT L. POYTHRESS, Mayor

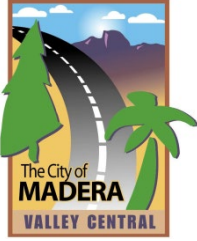
ATTEST:

  
SONIA ALVAREZ, City Clerk



APPROVED AS TO LEGAL FORM:  
CITY ATTORNEY

  
By: BRENT RICHARDSON



## REPORT TO CITY COUNCIL

Approved by:

Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: December 18, 2019

Agenda Number: E-2

### SUBJECT:

Seek Direction Regarding the Regular City Council Meetings Scheduled for 2020

### RECOMMENDATION:

Staff recommends that the Council cancel the regular meetings scheduled for January 2 and October 7, 2020

### DISCUSSION:

The City Council (Council) meets on the 1<sup>st</sup> and 3<sup>rd</sup> Wednesday evenings. Attachment 2 identifies tentative Council meeting dates for 2020. A few items worth highlighting:

- The first regular Council meeting in 2020 falls on Wednesday, January 1, 2020. A federal, State, and City recognized holiday. Madera Municipal Code (MMC) §2-1.01 states that if a regular meeting falls on a holiday, "...such meeting shall be held at the same hour on the next succeeding day not a holiday unless otherwise provided by the Council."
- The City is a member of the League of California Cities which hosts various conferences. A couple of conferences that Council members commonly attend include:
  - New Mayors & Council Members Academy: January 22-24, 2020
  - Annual Conference: October 7 – 9, 2020.

### *Potential Schedule Conflicts*

Similar to many events, there are schedule conflicts with holidays and conferences. Some possible options include:

- New Year's Day:
  - Cancel the meeting, thus only having one meeting in January

- Conduct a meeting on Thursday, January 2, 2020 per the Municipal Code
- Conduct a special meeting on Wednesday, January 29, 2020, the 5<sup>th</sup> Wednesday of the month, or another Special Meeting date
- New Mayors & Council Members Academy: January 22-24, 2020
  - No anticipated conflicts
- Annual Conference: October 7 – 9, 2020. October 7 is the first Wednesday of the month, a scheduled Council meeting date. Potential options include:
  - Conduct the meeting as scheduled
  - Cancel the meeting as members may attend the League of Cities Annual Conference
  - Conduct a special meeting Wednesday, September 30, 2020 (the week prior to the meeting, which is the 5<sup>th</sup> Wednesday of the month in September)
  - Conduct a meeting on Wednesday, October 28, 2020 (4<sup>th</sup> Wednesday of the month)

**FINANCIAL IMPACT:**

None.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN:**

Scheduling of council meetings is not specifically addressed in the vision or action plans; the requested action is also not in conflict with any of the action or goals contained in that plan.

**ALTERNATIVES:**

Council may direct staff to conduct additional research and bring the item back to Council at a future meeting.

**ATTACHMENT:**

1. Resolution
2. 2020 Draft City Council Regular Meeting Schedule

**RESOLUTION NO. \_\_\_\_**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING THE 2020  
REGULAR MEETING SCHEDULE**

**WHEREAS**, the City of Madera (City) City Council meets on the 1<sup>st</sup> and 3<sup>rd</sup> Wednesday evenings of the month;

**WHEREAS**, in calendar year 2020, the first Wednesday of the month in January falls on New Year's Day;

**WHEREAS**, Madera Municipal Code Section 2-1.01 states that if a regular meeting falls on a holiday, such meeting shall be held at the same hour on the next succeeding day not a holiday unless otherwise provided by Council;

**WHEREAS**, staff is recommending that the first meeting in January in 2020 be canceled;

**WHEREAS**, the City is a member of the League of California Cities (LCC) which hosts various conferences;

**WHEREAS**, the LCC annual meeting is scheduled for October 7, 2020 which conflicts with the 1<sup>st</sup> meeting date in the month;

**WHEREAS**, staff is recommending that the first meeting in October 2020 be canceled.

**WHEREAS**, should the need arise, the Council may schedule a Special Meeting.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Madera as follows:

**Section 1.** The attached 2020 Regular Meeting Schedule is hereby approved.

\* \* \* \* \*

| JANUARY |    |    |    |    |    |    |
|---------|----|----|----|----|----|----|
| S       | M  | T  | W  | T  | F  | S  |
|         |    |    | 1  | 2  | 3  | 4  |
| 5       | 6  | 7  | 8  | 9  | 10 | 11 |
| 12      | 13 | 14 | 15 | 16 | 17 | 18 |
| 19      | 20 | 21 | 22 | 23 | 24 | 25 |
| 26      | 27 | 28 | 29 | 30 | 31 |    |

| FEBRUARY |    |    |    |    |    |    |
|----------|----|----|----|----|----|----|
| S        | M  | T  | W  | T  | F  | S  |
|          |    |    |    |    |    | 1  |
| 2        | 3  | 4  | 5  | 6  | 7  | 8  |
| 9        | 10 | 11 | 12 | 13 | 14 | 15 |
| 16       | 17 | 18 | 19 | 20 | 21 | 22 |
| 23       | 24 | 25 | 26 | 27 | 28 | 29 |

| MARCH |    |    |    |    |    |    |
|-------|----|----|----|----|----|----|
| S     | M  | T  | W  | T  | F  | S  |
| 1     | 2  | 3  | 4  | 5  | 6  | 7  |
| 8     | 9  | 10 | 11 | 12 | 13 | 14 |
| 15    | 16 | 17 | 18 | 19 | 20 | 21 |
| 22    | 23 | 24 | 25 | 26 | 27 | 28 |
| 29    | 30 | 31 |    |    |    |    |

| APRIL |    |    |    |    |    |    |
|-------|----|----|----|----|----|----|
| S     | M  | T  | W  | T  | F  | S  |
|       |    |    | 1  | 2  | 3  | 4  |
| 5     | 6  | 7  | 8  | 9  | 10 | 11 |
| 12    | 13 | 14 | 15 | 16 | 17 | 18 |
| 19    | 20 | 21 | 22 | 23 | 24 | 25 |
| 26    | 27 | 28 | 29 | 30 |    |    |

| MAY |    |    |    |    |    |    |
|-----|----|----|----|----|----|----|
| S   | M  | T  | W  | T  | F  | S  |
|     |    |    |    |    | 1  | 2  |
| 3   | 4  | 5  | 6  | 7  | 8  | 9  |
| 10  | 11 | 12 | 13 | 14 | 15 | 16 |
| 17  | 18 | 19 | 20 | 21 | 22 | 23 |
| 24  | 25 | 26 | 27 | 28 | 29 | 30 |
| 31  |    |    |    |    |    |    |

| JUNE |    |    |    |    |    |    |
|------|----|----|----|----|----|----|
| S    | M  | T  | W  | T  | F  | S  |
|      | 1  | 2  | 3  | 4  | 5  | 6  |
| 7    | 8  | 9  | 10 | 11 | 12 | 13 |
| 14   | 15 | 16 | 17 | 18 | 19 | 20 |
| 21   | 22 | 23 | 24 | 25 | 26 | 27 |
| 28   | 29 | 30 |    |    |    |    |

| JULY |    |    |    |    |    |    |
|------|----|----|----|----|----|----|
| S    | M  | T  | W  | T  | F  | S  |
|      |    |    | 1  | 2  | 3  | 4  |
| 5    | 6  | 7  | 8  | 9  | 10 | 11 |
| 12   | 13 | 14 | 15 | 16 | 17 | 18 |
| 19   | 20 | 21 | 22 | 23 | 24 | 25 |
| 26   | 27 | 28 | 29 | 30 | 31 |    |

| AUGUST |    |    |    |    |    |    |
|--------|----|----|----|----|----|----|
| S      | M  | T  | W  | T  | F  | S  |
|        |    |    |    |    |    | 1  |
| 2      | 3  | 4  | 5  | 6  | 7  | 8  |
| 9      | 10 | 11 | 12 | 13 | 14 | 15 |
| 16     | 17 | 18 | 19 | 20 | 21 | 22 |
| 23     | 24 | 25 | 26 | 27 | 28 | 29 |
| 30     |    |    |    |    |    |    |

| SEPTEMBER |    |    |    |    |    |    |
|-----------|----|----|----|----|----|----|
| S         | M  | T  | W  | T  | F  | S  |
|           |    | 1  | 2  | 3  | 4  | 5  |
| 6         | 7  | 8  | 9  | 10 | 11 | 12 |
| 13        | 14 | 15 | 16 | 17 | 18 | 19 |
| 20        | 21 | 22 | 23 | 24 | 25 | 26 |
| 27        | 28 | 29 | 30 |    |    |    |

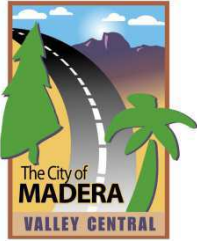
| OCTOBER |    |    |    |    |    |    |
|---------|----|----|----|----|----|----|
| S       | M  | T  | W  | T  | F  | S  |
|         |    |    |    | 1  | 2  | 3  |
| 4       | 5  | 6  | 7  | 8  | 9  | 10 |
| 11      | 12 | 13 | 14 | 15 | 16 | 17 |
| 18      | 19 | 20 | 21 | 22 | 23 | 24 |
| 25      | 26 | 27 | 28 | 29 | 30 | 31 |

| NOVEMBER |    |    |    |    |    |    |
|----------|----|----|----|----|----|----|
| S        | M  | T  | W  | T  | F  | S  |
| 1        | 2  | 3  | 4  | 5  | 6  | 7  |
| 8        | 9  | 10 | 11 | 12 | 13 | 14 |
| 15       | 16 | 17 | 18 | 19 | 20 | 21 |
| 22       | 23 | 24 | 25 | 26 | 27 | 28 |
| 29       | 30 |    |    |    |    |    |

| DECEMBER |    |    |    |    |    |    |
|----------|----|----|----|----|----|----|
| S        | M  | T  | W  | T  | F  | S  |
|          |    | 1  | 2  | 3  | 4  | 5  |
| 6        | 7  | 8  | 9  | 10 | 11 | 12 |
| 13       | 14 | 15 | 16 | 17 | 18 | 19 |
| 20       | 21 | 22 | 23 | 24 | 25 | 26 |
| 27       | 28 | 29 | 30 | 31 |    |    |

 City Council Meeting  
 ½ day closure (Good Friday, Dec. 24 OR Dec. 31)  
 City Holiday

**League of California Cities Meeting Dates:**  
 LOCC – New Mayors & Council Members Academy: 1/22-1/24/20  
 LOCC – 2020 Annual Conference & Expo 10/7 – 10/9/20



## REPORT TO CITY COUNCIL

**Approved by:**

John Scarborough, Interim Parks Director

Arnoldo Rodriguez, City Manager

**Council Meeting of:** December 18, 2019

**Agenda Number:** E-3

### **SUBJECT:**

Request for direction regarding potential changes to the City's senior meal and transportation programs as a result of the Federal Government's failure to adopt the Fiscal Year 2020 budget.

### **RECOMMENDATION:**

Staff recommends City Council (Council) consider potential alternatives and provide direction relative to possible changes to the senior meals and transportation programs.

### **SUMMARY:**

The Parks and Community Services (PCS) Department receives funding from the Fresno-Madera Area Agency on Aging (FMAAA) in order to provide senior meals and subsidized transportation services. These funds originate with the federal government as part of Title III of the Older Americans Act. FMAAA has recently notified staff that continued funding may be reduced, suspended, or cancelled due to delays in adoption of the Federal Fiscal Year 2020 Budget. Staff is providing this report to Council and requesting direction regarding potential changes to the senior programs funded by FMAAA.

### **DISCUSSION:**

The City of Madera (City) operates a variety of senior programs. The PCS Department oversees services for senior residents in the City that include meals served at two senior centers and subsidized transportation services in the form of reduced ticket costs for local bus services.

During the July 3, 2019, Regular Meeting of the Council, Council approved an Agreement with FMAAA to reimburse the City \$24,000.00 for the senior meals program and \$16,866.00 for transportation costs for Fiscal Year 2019/20.



On November 12, 2019, staff received a letter from FMAAA (Exhibit A) informing the City that funding for the period of October 1<sup>st</sup> through November 21<sup>st</sup>, 2019, may be reduced and funding after November 21<sup>st</sup> is not guaranteed. A subsequent email was received on November 22<sup>nd</sup> (Exhibit B) indicating that funding is anticipated through the period ending December 20, 2019.

The notifications from FMAAA advising staff of potential funding reductions are a result of delays in the adoption of the Federal FY 2019/20 Budget. As a result, the government is relying on Continuing Resolutions (CR's) to provide temporary funding at existing levels until the new federal budget can be adopted. These CR's do not provide the same level of stability as the annual budget as they must be renewed frequently by a vote of Congress and signature of the President. In recent conversations with FMAAA representatives, they have indicated that they are confident the federal government will continue the CR's until the annual budget is adopted, but this is not guaranteed.

#### **FINANCIAL IMPACT:**

Total funding from FMAAA is \$40,866.00 in the City's current fiscal year. FMAAA has indicated they anticipate funding through December 20, 2019, but at any time after that date, they could announce a delay or termination of funding for the balance of this fiscal year. While not likely, the worst-case scenario would be that FMAAA terminates funding for the period after December 20th. The City has incurred costs of approximately \$13,020.00 for the senior meals program and \$7,792.00 for transportation costs for this period and expects reimbursement from FMAAA. This leaves approximately \$20,054.00 remaining which could potentially be in jeopardy should the federal government not adopt a new CR for the Federal FY 2020 Budget.

The revenue of \$20,054.00 is divided into meals and transportation costs per Table 1. The allocation per month differs as bus tickets are only purchased quarterly. If Council directs staff to continue with the senior programs as it exists, the City should expect that the additional cost for service will be approximately \$6,475.00 and \$6,259.00 for January and April respectively, but only \$1,830.00 for February, March, May and June.

| <i><b>Table 1: Potential costs for the program through the fiscal year</b></i> |              |                       |              |
|--------------------------------------------------------------------------------|--------------|-----------------------|--------------|
| <b>Month</b>                                                                   | <b>Meals</b> | <b>Transportation</b> | <b>Total</b> |
| January                                                                        | \$1,830      | \$4,645               | \$6,475      |
| February                                                                       | \$1,830      |                       | \$1,830      |
| March                                                                          | \$1,830      |                       | \$1,830      |
| April                                                                          | \$1,830      | \$4,429               | \$6,259      |
| May                                                                            | \$1,830      |                       | \$1,830      |
| June                                                                           | \$1,830      |                       | \$1,830      |

#### **ALTERNATIVES:**

If funding is reduced or eliminated, staff have developed alternatives for Council consideration to account for the lost revenue. Some of these are as follows:

1. Council may direct that the City's General Fund be used to fill the revenue shortfall, thereby preserving the meal and transportation programs. As indicated above, this could amount to \$20,054.00 with a reduction for each subsequent month that funding is received. Funding for this alternative would be from the General Fund Reserve.
2. Council may elect to cancel the senior meals and transportation programs. Senior centers would continue to remain open to provide recreational activities, but without the meal component.
3. Council may elect to postpone a decision subject to Federal Government action. There is risk with this alternative in that if funding doesn't eventually materialize, the City could be responsible for the costs of providing this service.

Staff request Council consider this report and its alternatives and provide direction to staff moving forward.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN:**

*342.3:* Collaborate with agencies to provide support and opportunities for seniors.

*121.4:* Continue to provide discount fares for seniors and people with disabilities.

*407:* Develop programs for elderly adults that promote independent living and social activity.

**ATTACHMENTS:**

1. Exhibit A - Letter from FMAAA dated November 12, 2019
2. Exhibit B - Email from FMAAA dated November 22, 2019

November 12, 2019

John Scarborough, Interim Director  
City of Madera, Parks and Community Services Department  
701 E 5th St  
Madera, CA 93638

Re: Availability of Federal Funding  
Contract No. 20-0144, 20-0147

Dear John:

As you know, the primary funding for Older Americans Act programs is through the federal government. The federal fiscal year 2020 budget provides funding through a continuing resolution, which expires on November 21, 2019.

The California Department of Aging has provided us with prorated funding for the October 1 – November 21, 2019 federal funding period, and has informed us that funding requests for expenses incurred beyond November 21, 2019 or over the prorated funding levels cannot be fulfilled.

While the State is optimistic that the federal government will award funding for the remainder of the federal fiscal year, we have been operating in a cycle of continuing resolutions, which affects our cash flow; therefore, at this time we are unable to reimburse expenses incurred after November 21, 2019.

As per the following items from our contract (Article VI, Section D):

- Item 2. This Agreement is valid and enforceable only if sufficient funds are made available to the State, and subsequently to the Agency on Aging, by the United States Government or the Budget Acts of the appropriate fiscal years for purposes of the contracted program(s). In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or the Legislature that may affect the provisions, terms, or funding of this Agreement in any manner.

Item 3. Payment for performance by the Contractor shall be dependent upon the availability of future appropriations by the Legislature or Congress for the purposes of this Agreement and approval of an itemized budget. No legal liability on the part of the State or the Agency on Aging for any payment may arise under this Contract until funds are made available; the itemized budget is approved by the State; and the Contractor has received an executed Agreement.

We appreciate the services you provide, and will keep you apprised of the availability of federal funds for our contracted programs. Please call us at (559) 214-0299 if you need any additional information.

Sincerely,



Jean Robinson  
Executive Director

cc: Tim Przybyla, Finance Director

**John Scarborough**

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**Subject:** FW: Continuing Resolution for Federal Funding

John Scarborough <jscarborough@madera.gov>; **Subject:** Continuing Resolution for Federal Funding

Good afternoon.

Our letter of November 12, 2019 provided information on how funding for our Older Americans Act programs is impacted by passage of the federal budget, and the continuing resolution for Federal Fiscal Year 2020 funding that expired on November 21, 2019.

Please note the following information reprinted from the *Advancing States Newsletter* dated November 22, 2019:

### **Continuing Resolution Passed Through December 20, 2019**

On Thursday, November 21, the Senate cleared a continuing resolution (CR) that will extend funding for the Federal Government through December 20. This legislation was then signed into law by President Trump. The CR will extend Federal funding at the existing Federal Fiscal Year 2019 (FY2019) levels, which have remained in place since FY2019 ended on September 30.

In addition to extending core government programs, including the Older Americans Act, at FY2019 levels, the legislation also extends funding for several other items that are important to Aging and Disability services, including:

- Approximately \$317 million for Community Health Centers;
- Extension of 100% Medicaid match for Territories;
- Extending the Community Mental Health Services Demonstration;
- Further delaying the scheduled reductions of Medicaid Disproportionate Share Hospital (DSH);
- Extension of additional funding, originally authorized under MIPPA, for:
  - State Health Insurance Counseling Programs, also known as SHIP;
  - Area Agencies on Aging;
  - Aging and Disability Resource Centers; and
  - The National Center for Benefits Outreach and Enrollment, which is housed by the National Council on Aging.

While we have not yet received notification of the new continuing resolution from the State, we anticipate funding will likely be available for expenses incurred during the November 21 through December 20, 2019 period.

We will keep you informed of any additional information as it becomes available.

Linda L. Descoteaux  
Administrative/Programs Manager