

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

205 W. 4<sup>th</sup> Street, Madera, California 93637

**JOINT MEETING NOTICE AND AGENDA**

Wednesday, January 15, 2020  
6:00 p.m.

Council Chambers  
City Hall

**CALL TO ORDER**

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

**INVOCATION:** Pastor Tim Echevarria, New Harvest Christian Fellowship

**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 – 11/20/19, 11/21/19s, 12/04/19, 12/11/19s, 12/18/19

B-2 Information Report on Register of Audited Demands (Report by Don Thiesen)

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

B-4 Consideration of a Resolution Authorizing the Submittal of an Application (\$1 million) to the California State Department of Housing and Community Development for funding under the CalHome Program, and Authorizing the City Manager to sign any related Documents Necessary to Participate in the CalHome Program, to Provide Owner-Occupied Residential Rehabilitation Assistance to Qualifying City of Madera (City) Residents (Report by Ivette Iraheta)

B-5 Consideration of a Minute Order Acceptance of the Construction, File Notice of Completion, and Release of Retention Funds for the 2018-19 City Street Resurfacing, Restoration, and Rehabilitation (3R) and American with Disabilities Act (ADA) Project, City Project No. R-70, State Project No. LPPSB1L-5157(116) (Report by Keith Helmuth)

B-6 Consideration of a Minute Order Accepting the Sewer Main Installation at Various Locations, City Project No. S 16-02 (Report by Keith Helmuth)

B-7 Actions Relating to Final Map for Linden Street Residential Complex (Tract No. 19-S-05)

- 1) Consideration of a Resolution of the City of Madera Approving the Final Map for Linden Street Residential Complex Subdivision (Tract No. 19-S-05) 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 Linden Street Residential Complex Subdivision (Tract No. 19-S-05) into Zone of Benefit 4; Confirming the Diagram and Assessments for City Wide Landscape and Lighting Assessment District Zone of Benefit 4 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-8 Consideration of a Resolution Approving the Award for Olive Avenue Widening and Reconstruction Gateway Dr. to Knox St. Phase 1, Asbestos Removal & Building Demolition City Project No. R-000010, in the Amount of \$70,500 to CVE Contracting Group, Inc. dba Central Valley Environmental, and Authorizing the Mayor to Execute the Agreement (Report by Keith Helmuth)

**C. PUBLIC HEARINGS**

C-1 Public Hearing and Consideration of:

- 1) 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.
- 2) A Resolution of the Council of the City, 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. 7 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) A Special Election of the Qualified Electors of Annexation No. 7 of the City's CFD 2005-01 and Declaration and Certification of the Results Thereof

Consideration of:

- 4) 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. 7 to CFD 2005-01 (Report by Jesus Orozco)

C-2 Intent Meeting and Consideration of:

- 1) A Resolution Adopting a Boundary Map Showing the Territory Proposed for Annexation to City of Madera Community Facilities District No. 2005- 01; and
- 2) A Resolution Declaring the City's Intention to Authorize the Annexation of Territory into City of Madera Community Facilities District No. 2005-01 (Report by Jesus Orozco)

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

D-1 Consideration of a Resolution Approving the Madera Subbasin Coordination Agreement (Agreement) and Designation of GSA Representative (Representative) and Alternate

Representative (Alternate) to the Coordination Workgroup (Workgroup) (Report by Keith Helmuth)

D-2 Actions Related to Successor Agency Annual Budget Reporting to the Department of Finance:

1) Consideration of a Resolution Adopting the Recognized Obligation Payment Schedule (ROPS) Representing Period of July 1, 2020 to June 30, 2021, for the City of Madera as the Successor Agency of the Former Madera Redevelopment Agency of the City of Madera, and

2) Consideration of a Resolution Approving the Administrative Budget for the City of Madera as the Successor Agency of the Former Madera Redevelopment Agency of the City of Madera for the Period of July 1, 2020 – June 30, 2021 (Report by Arnaldo Rodriguez)

D-3 Consideration of Adopting a Resolution Approving an At-Will Employment Agreement with John Scarborough to Serve as Director of Parks and Community Services of the City of Madera (Report by Wendy Silva)

D-4 Consideration of Adopting a Resolution Approving an At-Will Employment Agreement with Rogelio Sanchez to Serve as Director of Financial Services of the City of Madera (Report by Wendy Silva)

D-5 Introduction of an Ordinance of the City Council of the City of Madera, California Amending Title VIII: Finance, Revenue and Taxation, Chapter 7: Municipal Utilities regarding discontinuance of service, delinquent accounts and noticing prior to termination of service and adoption of Resolution establishing the City of Madera Utility Service Policy for Delinquent Residential and Multi-Family Customers (Arnaldo Rodriguez)

E. **ADMINISTRATIVE REPORTS:** None.

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 agendaized and which meet other requirements for action.*

G. **CLOSED SESSION**

G-1 Public Employee Performance Evaluation – Pursuant to Government Code Section 54957(b)(1)  
Title: City Manager

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

Claimants:

1. Arellano, Jose
2. Meza, Antonio

**ADJOURNMENT** – Next regular meeting on February 5, 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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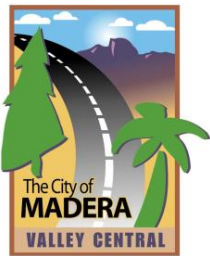
I, Alicia Gonzales, City Clerk for the City of Madera, declare under penalty of perjury that I posted the above agenda for the Regular Meeting of the Madera City Council for January 15, 2020, near the front entrances of City Hall and on the City's website [www.madera.gov](http://www.madera.gov) at 6:30 p.m. on January 9, 2020.



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Alicia Gonzales, City Clerk

Item:	B-1
Minutes for:	11/20/2019
Adopted:	1/15/2020



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

**November 20, 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 Clerk Alicia Gonzales, City Attorney Hilda Montoy Cantu, Police Chief Dino Lawson, Fire Battalion Chief Anthony Garcia, Interim Parks Director John Scarborough, City Engineer Keith Helmuth, Grant Administrator Ivette Iraheta, Human Resources Director Wendy Silva, Information Services Manager Mark Souders, Assistant Planner Jesus Orozco, Finance Accountant Don Theisen, Madera County Assessor Gary Svanda, Housing Authority Interim Executive Director Sally Bompreszi, and Housing Authority Executive Secretary Maria Dominguez.

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

**PLEDGE OF ALLEGIANCE:** Mayor Medellin

**APPROVAL OF AGENDA**

Mayor Medellin requested item F-1 be moved after the Consent Calendar Section.

No other revisions were made by council or staff.

**ON MOTION BY MAYOR MEDELLIN AND SECONDED BY COUNCIL MEMBER GARCIA, THE AGENDA WAS APPROVED WITH A CHANGE 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.**

**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.

Gary Svanda, Madera County Assessor presented the City Council with Madera County Assessor's Office's first annual report.

Joanna Torres thanked City Council for co-sponsoring Financial Health week in October, the community benefited from all of the services that were provided.

No other comments given.

**WRITTEN COMMUNICATIONS:**

1. Consideration of a Resolution Approving Written Request by the Madera Evening Lions, seeking City Council Approval to Cover the Cost of Police Efforts in the Amount of \$1,378.00 in Association with the Candlelight Christmas Parade of Lights on December 5th, 2019, as well as \$101 in permit fees (Report by Josiah Arnold)

Police Chief Dino Lawson presented report.

**ON MOTION BY COUNCIL MEMBER HOLLEY, AND SECONDED BY COUNCIL MEMBER ROBINSON, WRITTEN COMMUNICATIONS ITEM 1., RES NO. 19-187, 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. 19-187      A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA WAIVING THE FEES TO COVER COSTS OF POLICE SERVICES RELATING TO THE CANDLELIGHT CHRISTMAS PARADE OF LIGHTS FOR THE MADERA EVENING LIONS IN THE AMOUNT OF \$1,378.60, AND PERMIT FEES IN THE AMOUNT OF \$101**

**PRESENTATIONS:**

1. Proclamation Promoting Small Business Saturday

Mayor Medellin proclaimed November 30, 2019 Small Business Saturday.

**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.

Staff pulled Item B-7 for discussion.

**ON MOTION BY COUNCIL MEMBER GALLEGOS, AND SECONDED BY COUNCIL MEMBER RODRIGUEZ, 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: COUNCIL MEMBERS NONE. ABSTAIN: NONE.**

- B-1 Minutes – 10/18/17 MPFA, 12/20/17 MPFA, 07/05/18 MPFA, 06/12/19 MPFA Rescind, 06/12/19 MPFA, 05/01/19 MPFA, 04/17/19 MPFA, 04/03/19 MPFA, 12/12/18s, 12/12/18s2
- B-2 Informational Report on Register Audited Demands (Report by Don Thiesen)
- B-3 Informational Report on Contract City Attorney Service Expenditures (Report by Wendy Silva)
- B-4 Consideration of a Resolution Authorizing Acceptance of Grant from the State of California Department of Alcoholic Beverage Control Grant Assistance Program (\$18,000) and Authorizing the City Manager to Sign all Related Grant Application Documents on Behalf of the City of Madera; and

**RES. NO. 19-188 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, ACCEPTING A GRANT AWARD FROM THE CA DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL GRANT ASSISTANCE PROGRAM AND AUTHORIZING CITY MANAGER TO EXECUTE ALL RELATED GRANT APPLICATION DOCUMENTS**

Consideration of a Resolution Approving Budget Amendment Appropriating \$18,000 to the City of Madera Fiscal Year 2019/2020 Police Department Budgets for the Implementation of ABC Grant Activities (Report by Ivette Iraheta)

**RES. NO. 19-189 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING FUNDING APPROPRIATION OF \$18,000 TO THE CITY OF MADERA FISCAL YEAR 2019/2020 MADERA POLICE DEPARTMENT BUDGETS FOR THE IMPLEMENTATION OF CA DEPARTMENT OF ALCOHOL BEVERAGES CONTROL OFFICE OF TRAFFIC SAFETY GRANT**

- B-5 Consideration of a Resolution Appointing Muhammad Latif as a Member of the City of Madera Transit Advisory Board (Report by Ivette Iraheta)

**RES. NO. 19-190 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPOINTING MR. MUHAMMAD LATIF TO THE CITY OF MADERA TRANSIT ADVISORY BOARD REPRESENTING DISTRICT 2.**

- B-6 Consideration of a Resolution Approving the Amended Application for Transportation Development Act (TDA), State Transit Assistance (STA) Funds for Fiscal Year (FY) 2019/20 with

STA FY 2008/09 Carryover Balances of \$24,471.53 and Authorizing the City Engineer to Execute and Submit the Application to the Madera County Transportation Commission (MCTC) (Report by Keith Helmuth)

**RES. NO. 19-191 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING THE AMENDED APPLICATION FOR TRANSPORTATION DEVELOPMENT ACT, STATE TRANSIT ASSISTANCE FUNDS FOR FISCAL YEAR (FY) 2019/20 WITH CARRYOVER BALANCES FROM FY 2008/09 OF \$24,471.53 AND AUTHORIZING THE CITY ENGINEER EXECUTE THE REVISED APPLICATION AND SUBMIT IT TO THE MADERA COUNTY TRANSPORTATION COMMISSION**

B-7 Consideration of a Minute Order Acceptance of the Construction of Golden State Boulevard Shoulder Paving from Pecan Avenue to Madera Community Hospital Entrance Project City Project No. R-68, Federal Project No. CML-5157 (110) (Report by Keith Helmuth)

Assistant Engineer Victor Aldama presented the amended report.

After discussion council approved item with the other Consent Calendar items.

B-8 Actions Relating to Final Map for Melanie Meadows II and III Subdivision (Tract No. 19-S-04):

- 1) Consideration of a Resolution of the City of Madera Approving the Final Map for the Melanie Meadows Phase II and III Subdivision (Tract No. 19-S-04) and Improvement Agreement (Agreement) and Authorizing the Mayor to Execute the Agreement on Behalf of the City; and

**RES. NO. 19-192 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING THE FINAL MAP FOR THE MELANIE MEADOWS PHASE II AND III SUBDIVISION (TRACT NO. 19-S-04) AND IMPROVEMENT AGREEMENT AFFECTING LAND DEVELOPMENT AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENTS ON BEHALF OF THE CITY**

- 2) Consideration of a Resolution of the City of Madera Approving Annexation of the Melanie Meadows Phase II and III Subdivision (Tract No. 19-S-04) into Zone of Benefit 21D; Confirming the Diagram and Assessments for City Wide Landscape and Lighting Assessment District Zone of Benefit 21D 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)

**RES. NO. 19-193 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING ANNEXATION OF MELANIE MEADOWS PHASE II AND III SUBDIVISION (TRACT NO. 19-S-04) INTO ZONE OF BENEFIT 21D; CONFIRMING THE DIAGRAM AND ASSESSMENT FOR CITY WIDE LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT ZONE OF BENEFIT 21D 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-9 Consideration of a Minute Order Accepting the City of Madera Wastewater Treatment Plant, City Project No. WWTP 18-02 and Authorizing Recording of the Notice of Completion and Authorizing the Release of Retention (Report by Keith Helmuth)

B-10 Consideration of a Resolution Approving the Award for Consideration of a Resolution Approving the Award of Contract for Centennial Park, Pan American, and Frank Bergon ADA and Lighting Improvements, City Project No. PK-62 & PK-63, CDBG Project No. B15MC060053, B17MC0053, and B18MC060053 in the Amount of \$268,522 to Serna Construction, Inc., and Authorizing the Mayor to Execute the Agreement (Report by Keith Helmuth)

**RES. NO. 19-194 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING THE AWARD OF CONTRACT FOR CENTENNIAL PARK, PAN AMERICAN, AND FRANK BERGON ADA AND LIGHTING IMPROVEMENTS, CITY PROJECT NO. PK-62 & PK-63, CDBG PROJECT NO. B15MC060053, B17MC0053, AND B18MC060053 IN THE AMOUNT OF \$268,522 TO SERNA CONSTRUCTION INC., AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT**

B-11 Consideration of a Resolution Approving an Amending Agreement for Online/Phone Payment Services with Paymentus Corporation and Authorizing the Mayor to Execute the Agreement (Report by Becky McCurdy)

**RES. NO. 19-195 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING AN AMENDING AGREEMENT TO MASTER SERVICES AGREEMENT FOR ONLINE/PHONE PAYMENT SERVICES WITH PAYMENTUS CORPORATION AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT**

B-12 Second Reading and Consideration of Adoption of an Ordinance: Waive Full Reading and Adopt Ordinance Rezoning Two Parcels Encompassing Approximately 0.29 Acre 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 (Report by Jesus Orozco)

**ORD. 966 C.S. 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).**

City Clerk Alicia Gonzales made late distribution announcement regarding Item F-1.

Item F-1 was moved after the Consent Calendar Section.

F-1 Discussion and Consideration of Options Relating to Tenant Evictions

City Manager Arnoldo Rodriguez presented report.

Mayor Medellin opened public comment at 6:41 p.m.

Greg Terzakis with California Apartment Association voiced his support of the urgency ordinance and answered some of the Council's questions.

Claudia (no last name given) stated that the families and children will be burdened the most. It is important that these families are heard.

Debbie Garza discussed her concerns with the eviction notification given.

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

Abegail Vallero is a tenant of Laguna Knolls. Passing the ordinance would be a benefit.

Danny O'Connell with the Central Valley Partnership the law is directed towards protecting against predatory businesses.

Joanna Torres urged council to help tenants by passing the emergency ordinance.

Filomena Espinoza requested that the City Council please consider passing the emergency ordinance.

Daniella Vasquez stated she supports the ordinance and requested City Council to pass the emergency ordinance.

Ramon Lopez with St. Joachim's Church stated that there is so much need in this community and he supports the urgency ordinance.

Michelle (no last name given) stated if this ordinance does not pass, they will be on the streets. Asked the City Council to please do what is right.

Corina Gutierrez is also a tenant and there is no housing available. Please pass the ordinance.

Luis Silva is a tenant and he urged the City Council to pass this ordinance.

Abegail Vallero answered some of the council's questions.

Salvador Huerta asked City Council to pass the urgency ordinance.

Janine Nkosi, Professor of Sociology with Fresno State, discussed her findings on an eviction study in the Central Valley. There is an eviction and affordable housing crisis in California. She urged City Council to pass the ordinance.

Abraham Alomadi is a landlord in Madera and supports passing the urgency ordinance.

Claudia (no last name given) answered some of the council's questions.

Madilyn Harris with Leadership Council urged the City Council to adopt the urgency ordinance.

Mayor Medellin closed public comment at 7:39 p.m.

1) Direction to Staff Relating to Tenant Evictions

After discussion, Council moved to proceed with adopting an urgency ordinance a moratorium on evictions.

2) Consider Adopting an Urgency Ordinance of the City Council of the City of Madera Adding Chapter 17 to Title IV of the Madera Municipal Code Relating to Temporary No Fault Evictions Through December 31, 2019

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

**ON MOTION BY COUNCIL MEMBER GALLEGOS, AND SECONDED BY COUNCIL MEMBER RODRIGUEZ, ITEM F-1(2), URGENCY ORD. NO. 967U 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. 967U C.S. AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA ADDING CHAPTER 17 TO TITLE IV OF THE MADERA MUNICIPAL CODE RELATING TO TEMPORARY NO-FAULT EVICTIONS THROUGH DECEMBER 31, 2019, FOR RESIDENTIAL REAL PROPERTY**

Mayor Medellin called for a brief recess at 7:52 p.m.

Mayor Medellin reconvened the meeting at 7:58 p.m.

**C. PUBLIC HEARINGS:** None.

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

D-1 Consideration of A Resolution To Approve A New Logo For Madera Metro (Report by Ivette Iraheta)

Grant Administrator Ivette Iraheta, Cynthia Fidel Director of Customer Relations with Jeffrey Scott Agency, Agapita Rocha and Rohi Zacharia with the Beatification Committee of the presented report.

DJ Becker with the ADA Advisory Committee discussed concerns with visibility. Cynthia Fidel responded to concerns.

**ON MOTION BY COUNCIL MEMBER RODRIGUEZ, AND SECONDED BY COUNCIL MEMBER GARCIA, ITEM D-1, RES NO. 19-196, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 5/2. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS MONTES, RODRIGUEZ, ROBINSON, AND GARCIA. NOES: COUNCIL MEMBERS GALLEGOS AND HOLLEY. NONE. ABSENT: NONE. ABSTAIN: NONE**

**RES. NO. 19-196 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, ADOPTING A NEW LOGO FOR MADERA METRO**

D-2 Consideration of Initiation of Annexation into CFD No. 2005-01:

Assistant Planner Jesus Orozco presented report.

- 1) A Resolution Adopting a Boundary Map Showing the Territory Proposed for Annexation to City of Madera Community Facilities District No. 2005- 01; and

**ON MOTION BY COUNCIL MEMBER MONTES, AND SECONDED BY COUNCIL MEMBER ROBINSON, ITEM D-2(1), RES NO. 19-197, 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. 19-197      RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, ADOPTING A BOUNDARY MAP SHOWING TERRITORY PROPOSED FOR ANNEXATION TO CITY OF MADERA COMMUNITY FACILITIES DISTRICT NO. 2005-01**

- 2) A Resolution Declaring the City's Intention to Authorize the Annexation of Territory into City of Madera Community Facilities District No. 2005-01(Report by Jesus Orozco)

**ON MOTION BY COUNCIL MEMBER MONTES, AND SECONDED BY COUNCIL MEMBER ROBINSON, ITEM D-2(2), RES NO. 19-198, 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. 19-198      A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, DECLARING ITS INTENTION TO ANNEX TERRITORY (SUN SET RIDGE) TO A COMMUNITY FACILITIES DISTRICT AND TO AUTHORIZE THE LEVY OF SPECIAL TAXES THEREIN, THE CITY OF MADERA COMMUNITY FACILITIES DISTRICT NO. 2005-01 (PUBLIC SERVICES) ANNEXATION NO. 7.**

- D-3      Consideration of a Resolution of the City of Madera Approving Request for Deferral of Development Impact Fees for the La Spezia II Subdivision (Tract No. 19-S-01) and the La Spezia III Subdivision (Tract No. 19-S-02) (Report by Keith Helmuth)

City Engineer Keith Helmuth presented report.

Developer Joseph Crown discussed Council Member's concerns.

Manuel Nevarez is a lender and he discussed the benefits of deferring the impact fees.

**ON MOTION BY COUNCIL MEMBER RODRIGUEZ, AND SECONDED BY COUNCIL MEMBER GARCIA, ITEM D-3, RESOLUTION WAS DENIED UNANIMOUSLY BY A VOTE OF 6/1. AYES: COUNCIL MEMBERS MONTES, GALLEGOS, RODRIGUEZ, ROBINSON, GARCIA, AND HOLLEY. NOES: MAYOR MEDELLIN. ABSENT: NONE. ABSTAIN: NONE**

D-4 Consideration of a Resolution of the City of Madera Approving Request for Deferral of Development Impact Fees for the Bellava and Berk Subdivision (Tract No. 18-S-01) (Report by Keith Helmuth)

City Engineer Keith Helmuth presented report.

Manuel Nevarez provided some background on the project.

Rohi Zacharia discussed concerns with project funding.

**ON MOTION BY COUNCIL MEMBER RODRIGUEZ, AND SECONDED BY COUNCIL MEMBER GALLEGOS, ITEM D-4, RESOLUTION WAS DENIED 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**

Mayor Medellin recessed the Regular Meeting of the Madera City Council and Regular Meeting of Madera Public Financing Authority at 9:14 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 9:21 p.m.

Mayor Medellin reconvened the Regular Meeting of the Madera City Council and Regular Meeting of Madera Public Financing Authority at 9:21 p.m.

**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.**

F-1 Discussion and Consideration of Options Relating to Tenant Evictions

- 1) Direction to Staff Relating to Tenant Evictions
- 2) Consider Adopting an Urgency Ordinance of the City Council of the City of Madera Adding Chapter 17 to Title IV of the Madera Municipal Code Relating to Temporary No Fault Evictions Through December 31, 2019

Item F-1 was moved after the Consent Calendar Section.

No other reports were given.

**G. CLOSED SESSION:**

G-1 Closed Session Announcement – City Attorney

Council adjourned to Closed Session at 9:22 p.m.

G-2 Liability Claims pursuant to Government Code §54956.95  
Agency Claimed Against: City of Madera  
Claimants:  
1. Kamaljit Kaur  
2. Ajmer Singh

G-3 Conference with Legal Counsel – Significant exposure to potential litigation pursuant to Government Code §54956.9(d)(2): 4 cases

G-4 Conference with Legal Counsel - Existing Litigation pursuant to Government Code §54956.9(d)(1) Pete Rios WCAB No. FRE0238568.

G-5 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-6 Closed Session Report – City Attorney

Council returned from closed session at 11:09 p.m. with all members present.

City Attorney Hilda Montoy Cantu stated that Council voted 7/0 to reject claims related to Item G-2.

**ADJOURNMENT** – The meeting was adjourned at 11:09 p.m. Next regular meeting December 4, 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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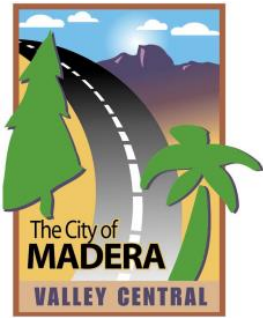
ALICIA GONZALES, City Clerk

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ANDREW J. MEDELLIN, Mayor

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Prepared by:  
Claudia Mendoza, Deputy City Clerk



Item:	B-1
Minutes for:	11/21/19s
Adopted:	1/15/2020

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

**November 21, 2019**  
**9:00 a.m.**

**Madera Redevelopment Agency**  
**428 East Yosemite Avenue, Madera**

**Present:** Mayor Andrew J. Medellin  
Council Member Jose Rodriguez, District 2  
Council Member Donald E. Holley, District 6

**Absent:** Mayor Pro Tem Steve Montes, District 3  
Council Member Cece Foley Gallegos, District 1  
Council Member Derek O. Robinson Sr., District 4  
Council Member Santos Garcia, District 5

Others present were City Manager Arnolando Rodriguez, City Attorney Hilda Montoy Cantu, City Clerk Alicia Gonzales, Deputy City Clerk Zelda Leon, Chief of Police Dino Lawson, City Engineer Keith Helmuth, Chief Building Official Steve Woodworth, Information Services Manager Mark Souders, Interim Parks Operations Director John Scarborough, Grant Administrator Ivette Iraheta, Human Resources Director Wendy Silva, Police Commander Gino Chiamonte, Planning Commissioner Ryan Cerioni, Planning Commissioner Alex Salazar, Planning Commissioner Ramon Lopez, Housing Authority Interim Executive Director Sally Bompreszi, and Housing Authority Program Manager Sonia De La Torre.

**A. WORKSHOP**

A-1 AB 1234 Training: Ethics, Conflicts of Interest, and Government Transparency

Hilda Cantu Montoy, City Attorney

The Training is for members of Council, Boards/Commissions, and Staff. Quorum of Council not required.

No action will be taken.

City Attorney Hilda Cantu Montoy presented workshop.

**ADJOURNMENT** - The meeting was adjourned at 11:30 p.m. Next regular meeting December 4, 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

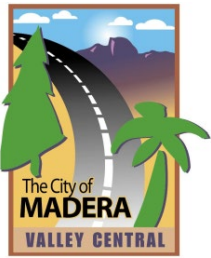
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ANDREW J. MEDELLIN, Mayor

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Prepared by:  
Claudia Mendoza, Deputy City Clerk

Item:	B-1
Minutes for:	12/04/19
Adopted:	1/15/2020



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

**December 4, 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, Assistant Fire Chief Matt Watson, Fire Battalion Chief Anthony Garcia, Human Resources Administrative Analyst Eric Battles, Police Commander Gino Chiaramonte, Interim Planning Manager Darrel Unruh, Assistant Planner Jesus Orozco, and Interim Finance Director Vicki Crow.

**INVOCATION:** Xavier Sanchez, Iglesia Cristiana Betesda

**PLEDGE OF ALLEGIANCE:** Mayor Medellin

**APPROVAL OF AGENDA**

Mayor Medellin announced that Items B-8, B-9, and G-3 were pulled/removed from the agenda.

**ON MOTION BY COUNCIL MEMBER MONTES AND SECONDED BY COUNCIL MEMBER GALLEGOS, THE AGENDA WAS APPROVED WITH CHANGES 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.

Kirk Atamian discussed some of the issues that he is having with the City regarding his Pecan Square project. He provided timelines and information to council members.

Rona Ledermann with the African American Cultural Museum in Fresno reported they are going to honor BJ Bernard Robinson posthumously. The event will be February 1, 2020. She encouraged the council members to attend.

Eddie Block stated that he would like to be part of the downtown improvement process.

No other comments given.

**WRITTEN COMMUNICATIONS:** None.

**PRESENTATIONS:**

1. Homeless Discussion - April Molina, LOVE Madera

April Molina with LOVE Madera discussed homelessness concerns.

**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 RODRIGUEZ, AND SECONDED BY COUNCIL MEMBER ROBINSON, THE CONSENT CALENDAR WITH THE EXCEPTION OF ITEMS B-8 AND B-9 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 – 9/4/19

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

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

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

B-5 Consideration of a Resolution Amending the City of Madera Classification Plan by Replacing the Administrative Analyst Classification with Administrative Analyst I, Adding Administrative Analyst II, and Removing the Business Manager Classification from the Plan; and Setting the Salary for the Administrative Analyst I and Administrative Analyst II Classifications (Report by Wendy Silva)

**RES. NO. 19-199 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING THE CITY OF MADERA CLASSIFICATION PLAN BY REPLACING ADMINISTRATIVE ANALYST WITH ADMINISTRATIVE ANALYST I, ADDING ADMINISTRATIVE ANALYST II, AND REMOVING BUSINESS MANAGER; AND SETTING THE ASSIGNED SALARY RANGES FOR THE POSITIONS OF ADMINISTRATIVE ANALYST I AND ADMINISTRATIVE ANALYST II**

B-6 Consideration of a Resolution Approving a Professional Services Agreement with MV Cheng & Associates for Interim Financial Services Manager Consulting Services and Authorizing the Mayor to Execute the Agreement (Report by Wendy Silva)

**RES. NO. 19-200 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF MADERA AND MV CHENG & ASSOCIATES AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT**

B-7 Consideration of a Resolution Approving Execution of an Agreement for the Annual Maintenance of the City's Backup Electrical Generators (Report by Jim Howell)

**RES. NO. 19-201 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING AWARD OF AGREEMENT FOR THE ANNUAL MAINTENANCE OF THE CITY'S BACKUP ELECTRICAL GENERATORS**

B-8 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)

**Item B-8 was removed/pulled from the agenda.**

B-9 Actions Relating to Final Map for Bellava and Berk Subdivision (Tract No. 18-S-01)

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

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)

**Item B-9 was removed/pulled from the agenda.**

B-10 Consideration of a Resolution Approving the Award for Sidewalk Improvements at Lincoln Avenue – Austin Avenue – South Street, CDBG Project No. B18MC060053, City Project No. R-73, in the Amount of \$244,857.00 to Witbro, Inc. DBA Seal Rite Paving and Grading, and Authorizing the Mayor to Execute the Agreement (Report by Keith Helmuth)

**RES. NO. 19-202 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING THE AWARD OF CONTRACT FOR SIDEWALK IMPROVEMENTS AT LINCOLN AVENUE – AUSTIN AVENUE – SOUTH STREET, CDBG PROJECT NO. B18MC060053, CITY PROJECT NO. R-73, IN THE AMOUNT OF \$244,857.00 TO WITBRO, INC. DBA SEAL RITE PAVING AND GRADING, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT**

B-11 Consideration of a Resolution Approving an Agreement for Special Counsel Legal Services with Colantuono Highsmith Whatley, PC (Report by Arnoldo Rodriguez)

**RES. NO. 19-203 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING AN AGREEMENT FOR SPECIAL COUNSEL LEGAL SERVICES BETWEEN THE CITY OF MADERA AND COLANTUONO HIGHSMITH WHATLEY, PC AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT**

B-12 Consideration of a Resolution to Request Approval of the List of Authorized Signers for the City's Bank Accounts and Directing that no less than Two Authorized Signers Shall Approve Payments from the City's Accounts (Report by Don Thiesen)

**RES. NO. 19-204 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING THE LIST OF AUTHORIZED SIGNERS FOR THE CITY BANK ACCOUNTS AND DIRECTING THAT NO LESS THAN TWO AUTHORIZED SIGNERS SHALL APPROVE PAYMENTS FROM THE CITY BANK ACCOUNTS**

B-13 Consideration of a Resolution Authorizing the City Manager, and Three Alternates Nominated by the City Manager, to Contract with Union Bank, N.A. and to Conduct Banking Transactions on behalf of the City of Madera (Report by Don Thiesen)

**RES. NO. 19-205 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING THE CITY MANAGER AND THREE (3) ALTERNATES AS BANK CONTRACTING OFFICERS TO CONDUCT ALL BANKING TRANSACTIONS ON BEHALF OF THE CITY OF MADERA**

Mayor Medellín 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 6:23 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 6:55 p.m.

Mayor Medellín 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 6:56 p.m.

**C. PUBLIC HEARINGS**

- C-1 Conduct Public Hearing and Consider Waiving Full Reading and Introducing “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 and Approval of a Negative Declaration” (Report by Jesus Orozco)

Assistant Planner Jesus Orozco presented report.

**ON MOTION BY COUNCIL MEMBER HOLLEY, AND SECONDED BY COUNCIL MEMBER ROBINSON, ITEM C-1, 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 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.**

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

- D-1 Consideration of Adopting a Resolution Approving a Memorandum of Understanding between the City of Madera and the Mid-Management Employee Group and Authorizing the City Manager to Sign the Memorandum (Report by Wendy Silva)

City Manager Arnaldo Rodriguez presented report.

**ON MOTION BY COUNCIL MEMBER MONTES, AND SECONDED BY COUNCIL MEMBER ROBINSON, ITEM D-1, RES NO. 19-206, 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. 19-206      A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MADERA AND THE MID-MANAGEMENT EMPLOYEE GROUP AND AUTHORIZING THE CITY MANAGER TO SIGN THE MEMORANDUM**

D-2      Consideration of Adopting a Resolution Approving a Memorandum of Understanding between the City of Madera and the Madera Affiliated City Employees' Association Representing the General Bargaining Unit and Authorizing the City Manager to Sign the Memorandum (Report by Wendy Silva)

City Manager Arnoldo Rodriguez presented report.

**ON MOTION BY COUNCIL MEMBER HOLLEY, AND SECONDED BY COUNCIL MEMBER ROBINSON, ITEM D-2, RES NO. 19-207, 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. 19-207      A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MADERA AND THE MADERA AFFILIATED CITY EMPLOYEES' ASSOCIATION REPRESENTING THE GENERAL BARGAINING UNIT AND AUTHORIZING THE CITY MANAGER TO SIGN THE MEMORANDUM**

**E.      ADMINISTRATIVE REPORTS:**

E-1      Seek City Council Direction Regarding Term and Amortization to Secure Funding for Energy Improvements (e.g. ENGIE Project) (Report by Arnoldo Rodriguez)

City Manager Arnoldo Rodriguez, Ken Dieker consultant with Del Rio Advisors, Nicki Tallman consultant with Tallman & Brandis presented report.

Following discussion, Council consensus was made to go with the 20-year Bank of America debt service option.

**ON MOTION BY COUNCIL MEMBER HOLLEY, AND SECONDED BY COUNCIL MEMBER ROBINSON, ITEM E-1, TO PROCEED WITH 20-YEAR BANK OF AMERICA DEBT SERVICE OPTION, 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.**

**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 reported on November 21st he attended Madera County Local Child Care and Development Planning Council (LPC) meeting.

Council Member Gallegos thanked Engineering Department for several projects that have been completed.

Council Member Gallegos mentioned she is receiving a lot of calls regarding Animal Control issues and would like a reported update added to the agenda. Council consensus was made for the City Manager Arnoldo Rodriguez to add this item to a future agenda.

Council Member Garcia thanked April Molina for her presentation. He would like to add an item to the agenda to discuss the Fresno River. Council consensus was made for the City Manager Arnoldo Rodriguez to add this item to a future agenda.

Council Member Rodriguez stated that he would like to make sure that we are not adding items on the agenda that are overlapping services that the County is offering. He would also like to see an ordinance regarding Animal Control at some point.

Mayor Pro-Tem Montes also thanked April Molina for her presentation

Mayor Medellin stated that he spoke to sixth grade students from James Madison School. They would like to help the City of Madera and homelessness was a big issue.

Mayor Medellin reported that next Tuesday December 10<sup>th</sup> the Sikh Community will have a free lunch at Courthouse Park.

No other reports were given.

**G. CLOSED SESSION:**

G-1 Liability Claims pursuant to Government Code §54956.95

Agency Claimed Against: City of Madera

Claimants:

1. Francisco Madero
2. Juan Jaime Rubio Salas

City Attorney Hilda Montoy Cantu made Closed Session announcement and Council adjourned to Closed Session at 8:00 p.m.

G-2 Public Employee Performance Evaluation – Pursuant to Government Code §54957  
Title: City Manager

G-3 Conference with Labor Negotiators pursuant to Government Code §54957.6 Agency Designated Representatives: Arnolando Rodriguez, Wendy Silva, Che Johnson

**Item G-3 was removed/pulled from the agenda.**

Council returned from closed session at 10:41 p.m. with all members present.

City Clerk Alicia Gonzales reported that item G-1 claimants 1. and 2. were denied unanimously by City Council with a vote of 7/0.

**ADJOURNMENT** – The meeting was adjourned at 10:42 p.m. Next regular meeting December 18, 2019

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN**

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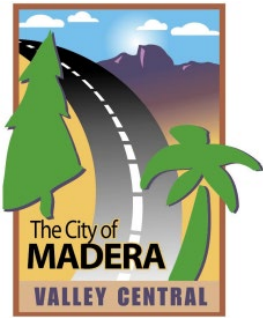
ALICIA GONZALES, City Clerk

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ANDREW J. MEDELLIN, Mayor

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Prepared by:  
Claudia Mendoza, Deputy City Clerk



Item:	B-1
Minutes for:	12/11/19s
Adopted:	1/15/2020

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

**December 11, 2019**  
**6:00 p.m.**

**Council Chambers**  
**City Hall**

**Present:** Mayor Andrew J. Medellin  
Mayor Pro Tem Steve Montes, District 3. Arrived after roll call at 6:54 p.m.  
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, Attorney Shannon Chaffin (filling in for City Attorney), City Clerk Alicia Gonzales, Housing Authority Interim Executive Director Sally Bomprezzi, and Housing Authority Executive Secretary Maria Dominguez.

**INVOCATION:** Pastor Xavier Sanchez, Iglesia Cristiana Betesda

**PLEDGE OF ALLEGIANCE:** Mayor Medellin

**APPROVAL OF AGENDA:**

No revisions were made by council or staff.

**ON MOTION BY COUNCIL MEMBER HOLLEY AND SECONDED BY COUNCIL MEMBER ROBINSON, THE AGENDA WAS APPROVED BY A VOTE OF 6/0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS GALLEGOS, RODRIGUEZ, ROBINSON, GARCIA, AND HOLLEY. NOES: NONE. ABSENT: COUNCIL MEMBER MONTES. 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.

Mayor Medellin recessed the Special Meeting of the Madera City Council at 6:03 p.m. and he handed the meeting over to Chairperson Gallegos to open the Regular Meeting of the Housing Authority.

Housing Authority Chairperson Gallegos opened the Regular 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 6:49 p.m.

Mayor Medellin reconvened the Special Meeting of the Madera City Council at 6:50 p.m.

**A. CLOSED SESSION**

A-1 Conference with Labor Negotiators – Pursuant to Government Code §54957.6  
Agency Designated Representative: Arnoldo Rodriguez  
Unrepresented Positions: City Clerk, Police Chief, Grant Administrator, City Engineer, Information Services Manager, Chief Building Official, and Director of Human Resources

City Attorney Hilda Montoy Cantu made Closed Session announcement and Council adjourned to Closed Session at 6:50 p.m.

Mayor Pro-Tem Steve Montes arrived for Closed Session.

Council returned from closed session at 7:27 p.m. with all members present.

Attorney Shannon Chaffin stated that there was no reportable action taken.

**ADJOURNMENT** - The meeting was adjourned at 7:27 p.m. Next regular meeting December 18, 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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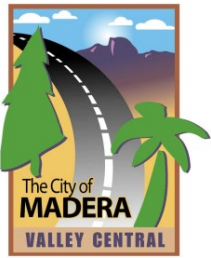
ALICIA GONZALES, City Clerk

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ANDREW J. MEDELLIN, Mayor

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Prepared by:  
Claudia Mendoza, Deputy City Clerk



Item:	B-1
Minutes for:	12/18/2019
Adopted:	1/15/2020

**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**

**December 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 Donald E. Holley, District 6

**Absent:** Council Member Santos Garcia, District 5

Others present were City Manager Arnoldo Rodriguez, City Clerk Alicia Gonzales, City Attorney Hilda Montoy Cantu, Police Chief Dino Lawson, Assistant Fire Chief Matt Watson, Fire Battalion Chief James Forga, Chief Building Official Steve Woodworth, Interim Parks Director John Scarborough, City Engineer Keith Helmuth, Police Commander Gino Chiamonte, Grant Administrator Ivette Iraheta, Human Resources Director Wendy Silva, Information Services Manager Mark Souders, Interim Finance Director Vicki Crow, Interim Planning Manager Darrell Unruh, Housing Authority Interim Executive Director Sally Bomprezzi, and Housing Authority Executive Secretary Maria Dominguez.

**INVOCATION:** Pastor Elias Herrera, Iglesia Getsemani

**PLEDGE OF ALLEGIANCE:** Mayor Medellin

**APPROVAL OF AGENDA**

No revisions were made by council or staff.

**ON MOTION BY COUNCIL MEMBER GALLEGOS AND SECONDED BY COUNCIL MEMBER ROBINSON, THE AGENDA WAS APPROVED BY A VOTE OF 6/0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS MONTES, GALLEGOS, RODRIGUEZ, ROBINSON, AND HOLLEY. NOES: NONE. ABSENT: COUNCIL MEMBER GARCIA. 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.

No comments were given.

**WRITTEN COMMUNICATIONS:** None.

**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 HOLLEY, AND SECONDED BY COUNCIL MEMBER ROBINSON, THE CONSENT CALENDAR, WAS ADOPTED BY A VOTE OF 6/0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS MONTES, GALLEGOS, RODRIGUEZ, ROBINSON, AND HOLLEY. NOES: NONE. ABSENT: COUNCIL MEMBER GARCIA. ABSTAIN: NONE.**

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)

**RES. NO. 19-208      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**

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

**RES. NO. 19-209**            **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**

- 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)

**RES. NO. 19-210**            **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**

- 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)

**ORD. 968 C.S.**            **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.**

- 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)

**RES. NO. 19-211**            **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**

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

**RES. NO. 19-212 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**

- 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)

**RES. NO. 19-213 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**

- 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)

**RES. NO. 19-214 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**

- 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)

**RES. NO. 19-215 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**

**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)

City Engineer Keith Helmuth and consultant Greg Young with Tully and Young, Inc. presented report.

Mayor Medellin opened the public hearing at 6:54 p.m.

With no comments given, Mayor Medellin closed the public hearing at 6:55 p.m.

**ON MOTION BY COUNCIL MEMBER HOLLEY, AND SECONDED BY COUNCIL MEMBER ROBINSON, ITEM C-1, GSA RESOLUTION 19-02 WAS ADOPTED BY A VOTE OF 6/0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS MONTES, GALLEGOS, RODRIGUEZ, ROBINSON, AND HOLLEY. NOES: NONE. ABSENT: COUNCIL MEMBER GARCIA. ABSTAIN: NONE.**

**GSA RES. NO. 19-02 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, ADOPTING THE MADERA SUBBASIN GROUNDWATER SUSTAINABILITY PLAN**

City Attorney Hilda Montoy Cantu announced correction to the agenda with the title for Item C-2. The language "for the benefit of Downtown Madera Housing Associates, a California Limited Partnership (the "Borrower")" shall be stricken from the agenda. It was inadvertently carried over from item C-3.

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:

City Manager Arnoldo Rodriguez and consultant Lee McCormick with the California Municipal Finance Authority presented report.

Mayor Medellin opened the public hearing at 7:00 p.m.

With no comments given, Mayor Medellin closed the public hearing at 7:00 p.m.

- 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 Arnoldo Rodriguez)

**ON MOTION BY COUNCIL MEMBER MONTES, AND SECONDED BY COUNCIL MEMBER RODRIGUEZ, ITEM C-2(1), RESOLUTION 19-216 WAS ADOPTED BY A VOTE OF 5/0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS MONTES, GALLEGOS, RODRIGUEZ, AND HOLLEY. NOES: NONE. ABSENT: COUNCIL MEMBER GARCIA AND ROBINSON. ABSTAIN: NONE.**

**RES. NO. 19-216 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**

C-3 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:

Consultant Lee McCormick with the California Municipal Finance Authority and Tim Shockley with Pacific Companies presented report.

Mayor Medellin opened the public hearing at 7:02 p.m.

With no comments given, Mayor Medellin closed the public hearing at 7:02 p.m.

- 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 Arnolando Rodriguez)

**ON MOTION BY COUNCIL MEMBER HOLLEY, AND SECONDED BY COUNCIL MEMBER RODRIGUEZ, ITEM C-3(1), RESOLUTION 19-217 WAS ADOPTED BY A VOTE OF 5/0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS MONTES, GALLEGOS, RODRIGUEZ, AND HOLLEY. NOES: NONE. ABSENT: COUNCIL MEMBER GARCIA AND ROBINSON. ABSTAIN: NONE.**

**RES. NO. 19-217            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**

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

City Clerk Alicia Gonzales made late distribution announcement regarding Item D-1.

- 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 Arnolando Rodriguez)

City Manager Arnolando Rodriguez presented report and consultant Ken Dieker with Del Rio Advisors, LLC presented report.

**ON MOTION BY COUNCIL MEMBER MONTES, AND SECONDED BY COUNCIL MEMBER GALLEGOS, ITEM D-1, RESOLUTION 19-218 WAS ADOPTED BY A VOTE OF 6/0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS MONTES, GALLEGOS, RODRIGUEZ, ROBINSON, AND HOLLEY. NOES: NONE. ABSENT: COUNCIL MEMBER GARCIA. ABSTAIN: NONE.**

**RES. NO. 19-218            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**

D-2 Consideration of Resolutions of the City of Madera and the Madera Public Financing Authority Relating to Refunding of Water Revenue Bonds:

City Manager Arnolito Rodriguez presented report and consultant Ken Dieker with Del Rio Advisors, LLC presented report.

- 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 Arnolito Rodriguez)

**ON MOTION BY COUNCIL MEMBER HOLLEY, AND SECONDED BY COUNCIL MEMBER RODRIGUEZ, ITEM D-2(1) AND D-2(2), RESOLUTION 19-219 AND MPFA RES. NO. 19-08 WAS ADOPTED BY A VOTE OF 6/0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS MONTES, GALLEGOS, RODRIGUEZ, ROBINSON, AND HOLLEY. NOES: NONE. ABSENT: COUNCIL MEMBER GARCIA. ABSTAIN: NONE.**

**RES. NO. 19-219 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**

**MPFA RES. NO 19-08 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**

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)

City Clerk Alicia Gonzales presented report.

**ON MOTION BY COUNCIL MEMBER HOLLEY, AND SECONDED BY COUNCIL MEMBER ROBINSON, ITEM D-3, RESOLUTION 19-220 WAS ADOPTED BY A VOTE OF 6/0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS MONTES, GALLEGOS, RODRIGUEZ, ROBINSON, AND HOLLEY. NOES: NONE. ABSENT: COUNCIL MEMBER GARCIA. ABSTAIN: NONE.**

**RES. NO. 19-220            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**

**E.        ADMINISTRATIVE REPORTS:**

E-1        Consideration of Selection of Mayor Pro Tem for 2020 (Report by Alicia Gonzales)

City Clerk Alicia Gonzales presented report.

**ON MOTION BY COUNCIL MEMBER RODRIGUEZ, AND SECONDED BY COUNCIL MEMBER GALLEGOS, ITEM E-1, APPROVING SELECTION OF SANTOS GARCIA AS THE MAYOR PRO-TEM BY A VOTE OF 6/0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS MONTES, GALLEGOS, RODRIGUEZ, ROBINSON, AND HOLLEY. NOES: NONE. ABSENT: COUNCIL MEMBER GARCIA. ABSTAIN: NONE.**

E-2        Seek Direction Regarding the Regular City Council Meetings Scheduled for 2020 (Report by Alicia Gonzales)

City Clerk Alicia Gonzales and City Manager Arnaldo Rodriguez presented report.

Council provided direction to City Clerk to cancel the Regular Meeting scheduled for January 1, 2020 and have the one meeting on January 15, 2020 for the month of January and to tentatively schedule a Special Meeting on September 30, 2020 instead of October 7, 2020.

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)

Interim Parks Director John Scarborough presented report.

**ON MOTION BY COUNCIL MEMBER HOLLEY, AND SECONDED BY COUNCIL MEMBER ROBINSON, ITEM E-3, POSTPONE A DECISION OF THE PROGRAM PENDING FEDERAL GOVERNMENT ACTION WAS APPROVED BY A VOTE OF 6/0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS MONTES, GALLEGOS, RODRIGUEZ, ROBINSON, AND HOLLEY. NOES: NONE. ABSENT: COUNCIL MEMBER GARCIA. ABSTAIN: NONE.**

E-4        Madera County Economic Development Commission (EDC) Quarterly Update (Report by Bobby Kahn)

Bobby Kahn Executive Director of Madera County Economic Development Commission (EDC) presented report.

**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 reported he attended the Building Industrial Association Christmas Holiday event.

Council Member Robinson also reported he attended a luncheon at the Rescue Mission last Saturday.

Council Member Gallegos reported thanked everyone for working hard on Howard Road to make sure it is safe to drive on. Everyone is ecstatic on having the road reopened.

Council Member Holley reported on January 20<sup>th</sup> the MLK local host committee will have program at 2:00 p.m. at Martin Luther King School.

Council Member Holley thanked the Sikh community for providing free pizza. Mayor Medellin stated that they estimated that they fed over 400 people.

Council Member Holley also reported he attended the EDC luncheon at the golf course. They gave a great presentation on the future of water.

Council Member Rodriguez wished staff a happy holiday.

Council Member Montes reported he will be out at the local food bank volunteering next Saturday and he encouraged participation.

Council Member Montes stated he would like to see a resolution opposing fracking on a future agenda. Mayor Medellin responded that it appears that there is support to add this to a future agenda.

Mayor Medellin asked City Engineering for a status on the Schnoor & Howard road opening. City Engineer Keith Helmuth responded it is safe to drive.

Mayor Medellin reported that the Capistrano neighborhood held their first Neighborhood Watch meeting.

Mayor Medellin stated that he is pleased to report that the funding for the widening of Highway 99 from Avenue 12 to Avenue 7 has been secured.

Mayor Medellin mentioned that he and City Manager Arnolando Rodriguez met with Senator Anna Caballero where they discussed homelessness, affordable housing, and transportation.

**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: Arnaldo 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): Arnaldo Rodriguez  
Negotiating Party: SPAN Construction & Engineering, Inc.  
Under Negotiations: Price and Terms

City Attorney Hilda Montoy Cantu made the Closed Session Announcement.

Council adjourned to Closed Session at 8:41 p.m.

Council returned from closed session at 10:27 p.m. with Mayor Medellin, Council Members Gallegos, Rodriguez, Montes, Robinson and Holley present.

City Attorney Hilda Montoy Cantu reported that Council voted 5/1 to reject claim related to Item G-1 (Council Member Holley voted No and Mayor Pro Tem Garcia Absent).

**ADJOURNMENT** – The meeting was adjourned at 10:27 p.m. Next regular meeting January 15, 2020.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN**

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

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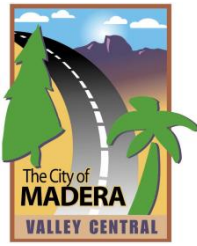
ALICIA GONZALES, City Clerk

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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:**

*Aurdo Rodriguez*  
 \_\_\_\_\_  
 Department Director

*Aurdo Rodriguez*  
 \_\_\_\_\_  
 City Manager

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

**Agenda Number:** B-2

**SUBJECT:**

Informational Report on Register of Audited Demands

**RECOMMENDATION:**

Review Register of Audited Demands Report for November 23, 2019 to December 6, 2019.

**SUMMARY:**

The Register of Audited Demands for the City covering obligations paid during the period of November 23, 2019 to December 6, 2019 is contained in the attachment and summarized in the following tables.

<i>Table 1: Warrant Distribution Summary</i>		
<i>Description</i>	<i>Check #'s</i>	<i>Amount</i>
<i>General Warrant</i>	24227 - 24259	\$851,103.44

<i>Table 2: Wire Transfer Summary</i>		
<i>Description</i>	<i>Vendor</i>	<i>Amount</i>
<i>Payroll and Taxes</i>	Union Bank	\$605,739.17
<i>SDI</i>	EDD	\$2,191.86
<i>CalPERS Payment</i>	CalPERS	\$118,663.09

**DISCUSSION:**

Warrant requests are processed weekly based on the adopted Fiscal Year 2019/2020 budget and released for payment every Friday. Each demand has been audited and the Interim Finance Director hereby certifies as to their accuracy and that there were sufficient funds for their payment. Per the request of City Council, we have included the departments from which each of

the respective warrants were requested as well as the fund/division description from which they were paid.

**FINANCIAL IMPACT:**

Demands for payments are made within the constraints of the approved 2019/2020 budget.

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

These expenditures were spent considering Strategy 115: Economic Resource Provision: Ensure sufficient economic resources to provide adequate City services and prepare for future growth.

**ALTERNATIVES:**

Informational only.

**ATTACHMENTS:**

Register of Audited Demands

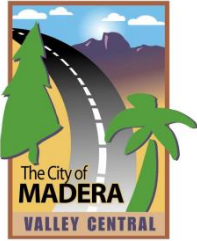
**CITY OF MADERA**  
**REGISTER OF AUDITED DEMANDS FOR BANK #1-UNION BANK GENERAL ACCOUNT**

December 18, 2019

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
24227	12/03/2019	CODE ENF	CODE ENF	AMERICAN BUSINESS MACHINES	TONER - EQUIP #7402	612.70
24228	12/03/2019	FINANCE	VARIOUS	AT&T	10/19 SERVICE 831-000-6408 576	8,185.07
24229	12/03/2019	PD	PD ADMIN	CALIFORNIA DEPARTMENT OF JUSTICE	OCTOBER BLOOD ALCOHOL ANALYSIS	1,330.00
24230	12/03/2019	PURCHASING	VARIOUS	CANON FINANCIAL SERVICES	OCTOBER CONTRACT CHARGES	3,703.91
24231	12/03/2019	IS	COMP MAINT	CDW GOVERNMENT, INC	ADOBE LICENSES	4,356.38
24232	12/03/2019	CODE ENF	CODE ENF	CHASE BENNETT-SHEFFIELD	TRASH REMOVAL AT VARIOUS PROPS	2,000.00
24233	12/03/2019	UB/WATER	WATER CONS	CITY OF MADERA	REBATES TO BE APPLIED TO UB ACCTS	932.06
24234	12/03/2019	PD	PD ADMIN	COMCAST	11/14/19-12/13/19 SVS 8155500320092096	122.66
24235	12/03/2019	HR	HR/RISK MGT	CPS HR CONSULTING	BILINGUAL EXAM	895.00
24236	12/03/2019	ENGINEERING	MEAS K - FIRE	DAVIS MORENO CONSTRUCTION, INC.	CONSTRUCTION OF FIRE STATION 58	622,348.33
24237	12/03/2019	PD	PD ADMIN	FRESNO POLICE DEPARTMENT	POLICE ACADEMY CLASS - R. CAMP	144.00
24238	12/03/2019	IS	PROP 1B PTMISEA	GRAYBAR ELECTRIC COMPANY, INC.	SERVER RACK	549.45
24239	12/03/2019	GRANTS	INTERMODAL	GUARDIAN WESTERN SWEEPING INC.	SEPT STREET SWEEPING	1,138.00
24240	12/03/2019	PW	SEWER OPS	HOWELL, JAMES	REIMBURSEMENT FOR PHONE CASE	43.29
24241	12/03/2019	PD	MEAS K - PD	J'S COMMUNICATIONS	TRANSIT WIRELESS	1,557.45
24242	12/03/2019	HR	INS/RISK MGT	LIEBERT CASSIDY WHITMORE	LEGAL SERVICES	2,785.00
24243	12/03/2019	PD	SUPP LAW ENF	MADERA ANIMAL HOSPITAL	VETERINARY SERVICES	294.44
24244	12/03/2019	AIRPORT	AIRPORT OPS	MADERA CO ENVIRONMENTAL HEALTH	CUPA FEES FACILITY ID: FA0101069	410.00
24245	12/03/2019	PD	PD ADMIN	MADERA UNIFORM & ACCESSORIES	UNIFORM ACCESSORIES	613.73
24246	12/03/2019	GRANTS	TRANS- DAR/MAX	MV TRANSPORTATION, INC.	OCTOBER TRANSIT OPERATOR SERVICES	113,698.16
24247	12/03/2019	FINANCE	FAC MAINT	PACIFIC GAS & ELECTRIC	11/19 SERVICE 6690755760-8	159.64
24248	12/03/2019	PARKS	GENERAL TRUST	BORUNDA, JOCELYN	PARK DEPOSIT REFUND	50.00
24249	12/03/2019	CODE ENF	CODE ENF	PECK'S PRINTERY	ENVELOPES	184.03
24250	12/03/2019	STREETS	STREETS	MORRIS J PIERCE	ASPHALT PATCHING	2,914.60
24251	12/03/2019	PD	SUPP LAW ENF	PROFORCE	50,000 ROUNDS OF AMMUNITION	12,103.44
24252	12/03/2019	IS	INTERMODAL	SEBASTIAN	PD FIBER LABOR	1,252.50
24253	12/03/2019	GRANTS	PROP 1B PTMISEA	SHI INTERNATIONAL CORP.	UPS TRANSIT	914.71
24254	12/03/2019	IS	COMP MAINT	STANLEY CONVERGENT SECURITY SOL.	SOFTWARE SUPPORT	453.75
24255	12/03/2019	ENGINEERING	MEAS T - RTP	TECHNICON ENGINEERING SVCS., INC.	LAB WORKS/MATERIAL TESTING PROJ R-70	1,174.00
24256	12/03/2019	PURCHASING	VARIOUS	TESEI PETROLEUM, INC.	FUEL FOR CITY VEHICLES	14,332.99
24257	12/03/2019	WATER	WATER QC	THE ARC FRESNO	WATER SAMPLES	456.00
24258	12/03/2019	FINANCE	CFD 2005-1	WILLDAN FINANCIAL SERVICES	CFD 2005-1 & 2006-1 ADMIN FEE	3,233.60
24259	12/04/2019	ENGINEERING	SEWER CAP	TERRY ROLFE	SEWER MAIN INSTALLS	48,154.55

**BANK #1 - UNION BANK GENERAL ACCOUNT TOTAL**

**\$ 851,103.44**



## REPORT TO CITY COUNCIL

**Approved by:**

Wendy Silva  
Wendy Silva, Director of Human Resources

Arnoldo Rodriguez  
Arnoldo Rodriguez, City Manager

**Council Meeting of:** January 15, 2020

**Agenda Number:** B-3

**SUBJECT:**

Informational Report on Personnel Activity

**RECOMMENDATION:**

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

**SUMMARY:**

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

**DISCUSSION:**

The Civil Service Commission met December 3, 2019 and approved Eligibility Lists for the following classifications:

- Wastewater Treatment Lab Analyst/Environmental Compliance Inspector I
- Police Officer I

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

Name	Position	Department	Status*	Effective Date
Richard Ramon	Park Aide	Parks & Community Services	PT	12/2/19
Sergio Mercado	Park Aide	Parks & Community Services	PT	12/2/19
Karime Lopez Aviez	Program Leader I	Parks & Community Services	PT	12/5/19
Brianna Cebollero	Public Safety Dispatcher	Police Department	FT	12/23/19

\*Status: PT = Part Time, FT = Full Time

The following promotions, transfers, or assignment changes occurred since our last report.

Name	Old Position	New Position	Effective Date
Mary Church	Business Manager, Parks & Community Services and Public Works Departments (temporary out-of-class assignment)	Administrative Analyst II	12/7/19
Reynard Camp	Police Officer Trainee	Police Officer I	12/7/19
Mark Adams	Police Corporal	Police Sergeant (temporary out-of-class assignment)	12/21/19
Fredy Ruiz	Program Leader I, Parks & Community Services	Park Aide, Parks & Community Services	12/23/19

The following employees separated from employment since our last report.

Name	Position	Department	Status*	Effective Date
Jennifer Martinez	Parking Enforcement Officer	Police Department	PT	11/16/19
Victoria Gonzales	Community Services Program Supervisor	Public Works – Streets	PT	11/19/19
Ricardo Valenzuela	Public Works Maintenance Lead Worker	Public Works – Streets	FT	11/22/19
Robert Holt	Assistant Planner	Planning	FT	11/22/19
Samantha Navarro	Office Assistant I	Police Department	PT	12/7/19
Marianne Croxen	Public Safety Dispatcher	Police Department	FT	12/13/19

\*Status: PT = Part Time, FT = Full Time

**FINANCIAL IMPACT:**

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

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

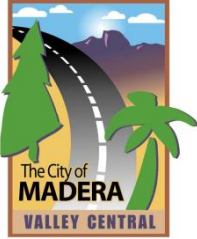
The information contained herein is not addressed by the Vision Madera 2025 plan, nor is the information in conflict with that plan.

**ALTERNATIVES:**

This report is for informational purposes only.

**ATTACHMENTS:**

None



## REPORT TO CITY COUNCIL

Approved by:

Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: January 15, 2020

Agenda Number: B-4

### SUBJECT:

Consideration of a resolution authorizing the submittal of an application (\$1 million) to the California State Department of Housing and Community Development for funding under the CalHome Program, and authorizing the City Manager to sign any related documents necessary to participate in the CalHome Program, to provide owner-occupied residential rehabilitation assistance to qualifying City of Madera (City) residents

### RECOMMENDATION:

Staff recommends City Council (Council) approve the Resolution

### DISCUSSION:

The California Department of Housing and Community Development (HCD) released a Notice of Funding Availability on December 23, 2019, for the CalHome Program. This notice is for approximately \$57 million available statewide for affordable housing activities to be distributed to eligible applicants, which include local governments and nonprofits. Applications are due on February 17, 2020 at 5:00 p.m.

The funding will be awarded on a competitive basis to the highest scoring applicants. All eligible applicants meeting eligibility and threshold requirements shall receive a minimum score of 55 points, to be considered for funding. All applications passing eligibility and threshold criteria will then be evaluated on the following factors (Table 1).

<b>Table 1: Evaluation Criteria</b>	
Criteria	Maximum Points
Capability	40
Community Need	15
Feasibility	25
Community Revitalization	10
Volunteer Labor, Self-Help Labor or Youth Construction Skills Training Program	10
<b>Total</b>	<b>100</b>

The CalHome Program recommends that applicants identify an approved dollar amount on the resolution that is at least double the amount expected to be determined eligible, based on current formula calculations, which utilizes population counts to determine estimated grants awards for local jurisdictions or nonprofits. Award amounts are frequently recalculated and are subject to change. If the amount Madera is eligible to receive increases above the dollar amount authorized, as estimated on the submitted resolution, a new resolution would be required in order to receive the higher amount. Listing a higher dollar amount in the resolution helps reduce the possibility that a new resolution is required.

There is an option to apply for more than one activity. The minimum amounts change if applying for more than one activity as follows:

- The minimum application amount is \$500,000.
- If applying for more than one activity, the minimum application amount for those activities is \$600,000.

Since it is estimated that City would be eligible to apply for \$500,000, based on preliminary calculations, staff requests authorization to submit an application requesting \$1 million, as recommended by the CalHome program to double the anticipated amount. The funding is intended to be used to fund the City's Owner-Occupied Residential Rehabilitation Program (OOR). There is a high degree of need for residential rehabilitation in the City. Presently, there are 110 households on the City's OOR program's waiting list. This justifies the submittal of the application because there is more demand than the City's current availability of funds.

Eligible applicants shall be low- or very-low income homeowners, with or without an existing mortgage. Our CalHome OOR loan shall be a deferred, zero-interest loan in second position. This loan will become due and payable when title to the home changes, the home ceases to be the owner's primary residence, or the home owner refinances with cash out. The primary goal in using CalHome funding for an OOR project is to address the home's health, safety and accessibility requirements. Additional home improvements depend upon their consistency with CalHome regulations and the amount of a home owner's available equity.

**FINANCIAL IMPACT:**

Administration of the OOR program will not adversely impact the General Fund. A successful grant application will provide enough activity delivery revenue to effectively manage the program and has the potential to reduce other impacts on our General Fund.

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

The CalHome grant will provide the City with the necessary funds to promote the following elements of the Vision Plan:

- *Strategy 101.8:* Promote and encourage development and redevelopment of low- and moderate-cost housing.
- *Strategy 135:* Ensure adequate supply of affordable, accessible and barrier-free housing city-wide.

**ALTERNATIVES:**

- Deny approval of the Resolution and submittal of the application.
- Direct staff to seek another source of funds for the proposed housing activities.

**ATTACHMENTS:**

1. Resolution

**RESOLUTION NO. 20-\_\_\_\_\_**

**A RESOLUTION OF THE CITY OF MADERA, CALIFORNIA, AUTHORIZING THE SUBMISSION OF AN APPLICATION (\$1 MILLION) TO THE CALIFORNIA STATE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR FUNDING UNDER THE CALHOME PROGRAM AND ANY RELATED DOCUMENTS NECESSARY TO PARTICIPATE IN THE CALHOME PROGRAM; AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO SIGN THE APPLICATION, CERTIFICATIONS, FUND REQUESTS AND ANY RELATED GRANT DOCUMENTS**

**WHEREAS**, The California Department of Housing and Community Development (HCD) released a Notice of Funding Availability (NOFA) on December 23, 2019, for the CalHome Program; and

**WHEREAS**, the NOFA is for approximately \$57 million available statewide for affordable housing activities to be distributed to eligible applicants, which include local governments and nonprofits. Applications are due on February 17, 2020; and

**WHEREAS**, the City of Madera, a political subdivision of the State of California, wishes to apply for and receive an allocation of \$1 million of funds through the CalHome Program as recommended; and

**WHEREAS:** the California Department of Housing and Community Development (hereinafter referred to as "HCD") has issued a Notice of Funding Availability ("NOFA") for the CalHome program established by Chapter 84, Statutes of 2000 (SB 1656 Alarcon), and codified in Chapter 6 (commencing with Section 50650) of Part 2 of Division 31 of the Health and Safety Code (the "statute"). Pursuant to the statute, HCD is authorized to approve funding allocations utilizing monies made available by the State Legislature to the CalHome program, subject to the terms and conditions of the statute and the CalHome Program Regulations adopted by HCD in April 2004; and

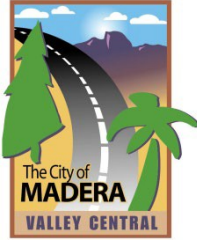
**WHEREAS:** the City of Madera wishes to submit an application to obtain from HCD an allocation of CalHome funds in the amount of \$1 million as recommended by the CalHome Program.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA DOES HEREBY FIND, ORDER AND RESOLVE AS FOLLOWS:**

1. The City of Madera shall submit to HCD an application to participate in the CalHome Program in response to the NOFA issued on December 23, 2019 which will request a \$1 million funding allocation for the following activities:

2. Owner-Occupied Residential Rehabilitation (OOR) within the City Limits of the City of Madera, California, for low- or very low-income homeowners in the form of deferred, zero-interest loans, in second position, due and payable when title to the home changes, or the home is not the owner's primary residence, or the home owner refinances with cash out. The amount of our OOR assistance shall address the home's health, safety and accessibility requirements. Additional home improvements shall depend upon their consistency with CalHome regulations and the amount of a home owner's available equity.
3. If the application for funding is approved, the City of Madera hereby agrees to use the CalHome funds for eligible activities in the manner presented in the application as approved by HCD and in accordance with program regulations cited above. It also may execute any and all other instruments necessary or required by HCD for participation in the CalHome Program.
4. The City of Madera authorizes the City Manager to execute in the name of the City of Madera the application and all other documents required by HCD for participation in the CalHome Program.
5. This resolution is effective immediately upon adoption.

\* \* \*



## REPORT TO CITY COUNCIL

Approved by:

Handwritten signature of Keith Helmuth in blue ink.

Keith Helmuth, Department Director

Handwritten signature of Arnaldo Rodriguez in blue ink.

Arnaldo Rodriguez, City Manager

Council Meeting of: January 15, 2019

Agenda Number: B-5

### SUBJECT:

Consideration of a Minute Order Acceptance of the Construction, File Notice of Completion, and Release of Retention Funds for the 2018-19 City Street Resurfacing, Restoration, and Rehabilitation (3R) and American with Disabilities Act (ADA) Project, City Project No. R-70, State Project No. LPPSB1L-5157(116)

### RECOMMENDATION:

Staff recommends that the City Council (Council) approve Minute Order Approving:

1. Acceptance of the Construction of 2018-19 City St 3R and ADA Project, City Project No. R-70, State Project No. LPPSB1L-5157(116)
2. The Recording of Notice of Completion.
3. The release of retention 35 days after recording of the Notice of Completion.

### SUMMARY:

The Council, at its September 19, 2019 meeting, awarded a contract to Avison Construction Inc., for the Project in the amount of \$476,000. The Contractor has completed the project in accordance with the plans and specifications and as modified by approved change orders. Staff recommends that the Council accept the Project.

### BACKGROUND:

A final project inspection was conducted by the Engineering Department. Public Works Department staff also participated in the final inspection of the project. All parties agree that the project can be recommended for acceptance by the Council and a "Notice of Completion" recorded. The original scope of the project consisted of the following for various streets within the City:

- Grinding of asphalt concrete

- Removal of severely deteriorated sections of asphalt pavement
- Installation of pavement reinforcing fabric, paving with new asphalt concrete overlay
- Crack sealing and repair of existing street surface
- Application of chip seal and Type II Micro-surfacing
- Installation of ADA ramps, adjustment of existing manholes/utility covers to final grade
- Removal and replacing traffic striping/markings for various streets

A map of said improvements is provided in Attachment 2.

Two Contract Change Orders have been processed for scope of work added and credited/deducted to the Project as tabulated in Table 1 and 2 below.

<b>Table 1: Change Order No. 1</b>		
<b>CCO</b>	<b>Item Description</b>	<b>Amount</b>
1-1	Extra Work – Installation of 3 EA Traffic Loop Detector at North East Corner of Yosemite Avenue and Gateway Drive @ \$1,375.00/EA	\$4,125.00
1-2	Extra Work: Installation of 3 DLCs North East Corner of Yosemite Avenue and Gateway Drive @ \$1,925.00 Lump Sum	\$1,925.00
<b>Total Additive Amount</b>		<b>\$6,050.00</b>
<b>Total Deductive Amount</b>		<b>0.00</b>
<b>Total Change Order No. 1</b>		<b>\$6,050.00</b>

<b>Table 2: Change Order No. 2</b>		
<b>CCO</b>	<b>Item Description</b>	<b>Amount</b>
2-1	Add 43 Square Yard of Bid Item #6 Asphalt Concrete Cold Planning and Paving @ \$3.00 per Square Yard	\$129.00
2-2	Add 111.93 TON of Bid Item #8 Type A, ½" Asphalt Concrete @ \$125.00/TON	\$13,991.25
2-3	Deduct 3 EA of Bid Item #15 Remove and Replace Traffic Loop Detector	(\$3,300.00)
<b>Total Additive Amount</b>		<b>\$14,120.25</b>
<b>Total Deductive Amount</b>		<b>(\$3,300.00)</b>
<b>Total Change Order No. 2</b>		<b>\$10,820.25</b>

The final progress payment, less the retention amount of five percent, has been processed. The original contract amount was \$476,200.

The total cost of the change orders resulted in a net increase of \$16,870.25, increasing the cost of the project approximately 3.54 percent to \$493,070.25.

The construction project was completed within the contract time and adjusted budgeted amount as approved at the September 19, 2019 Council meeting.

**FINANCIAL IMPACT:**

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

Funding for the project is programmed in Fiscal Year 2019/20 budget to include Local Partnership Program and Measure T – RTP – Rehabilitation/Reconstruction Fund 41514470.

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

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

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

**ALTERNATIVES:**

As an alternative, the Council may elect to reject the Notice of Acceptance of the Project. Rejection of the Notice of Acceptance will result in staff's inability to release retention funds and closing the Project.

**ATTACHMENTS:**

1. Notice of completion
2. Location Map

**ATTACHMENT 1**

Notice of Completion

RECORDING REQUESTED BY:  
CITY OF MADERA

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

\_\_\_\_\_  
SPACE ABOVE THIS LINE FOR RECORDER'S USE  
FEE WAIVED PER SECTION 27383 & 27388.1(a)(2)(D) OF THE GOVERNMENT CODE - NO DOCUMENT TAX DUE \$ -0-

**NOTICE OF COMPLETION**  
Corporation

**NOTICE IS HEREBY GIVEN THAT:**

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

NAMES	ADDRESSES
-------	-----------

N/A

6. A work of improvement on the property hereinafter described was completed on JANUARY 15, 2020
7. The name of the original contractor, if any, for such work of improvement was Avison Construction Inc.  
(If no contractor for work of improvements as a whole, insert "none".)
8. The full name(s) and address (es) of the transferor(s) of the undersigned is (are):

NAMES	ADDRESSES
-------	-----------

N/A

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

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

**2018-19 CITY ST 3R AND ADA PROJECT, STATE PROJECT NO. LPPSB1L-5157(116),  
CITY PROJECT NO. R-70**

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

(Signature of Owner named In Paragraph 2)

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

\_\_\_\_\_  
Keith Brent Helmuth, P.E  
City Engineer

STATE OF CALIFORNIA  
County of Madera

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

Signature of Officer: \_\_\_\_\_

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

State of California)

County of Madera)

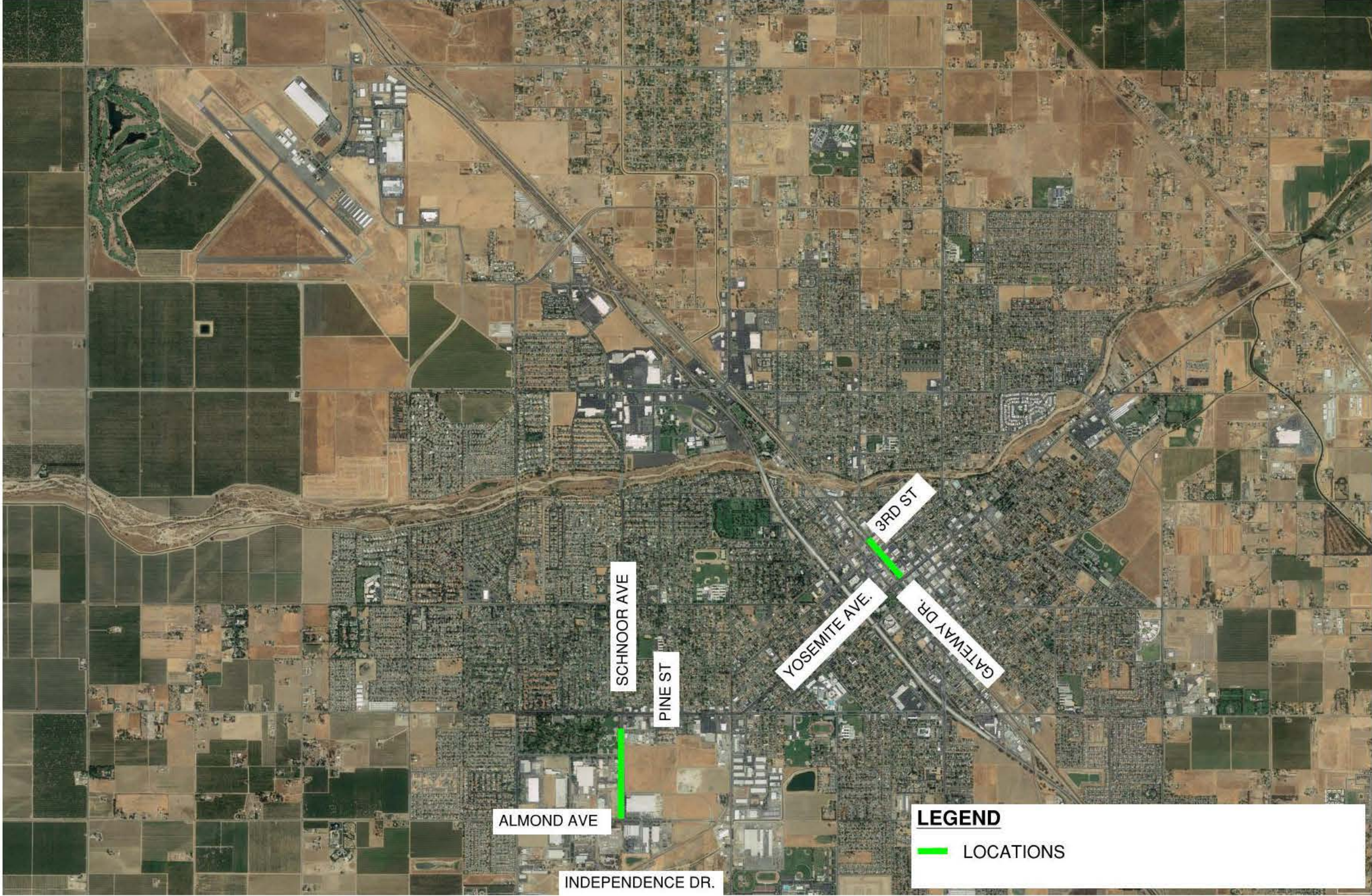
Subscribed and sworn to (or affirmed) before me on the \_\_\_\_\_ day of January, 2020, by Keith Brent Helmuth, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

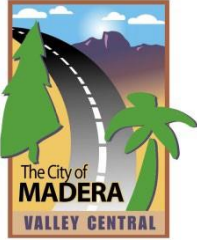
\_\_\_\_\_(Seal)  
Alicia Gonzales, City Clerk

**ATTACHMENT 2**

Location Map

# LOCATION MAP





## REPORT TO CITY COUNCIL

Approved by:

*Keith Helmuth*

Keith Helmuth, Department Director

*Arnoldo Rodriguez*

Arnoldo Rodriguez, City Manager

Council Meeting of: January 15, 2020

Agenda Number: B-6

### SUBJECT:

Consideration of a Minute Order Acceptance of the Construction of Sewer Main Installation at Various Locations, City Project No. S 16-02

### RECOMMENDATION:

Staff recommends that the City Council (Council) approve Minute Order Approving:

1. Acceptance of the Construction of Sewer Main Installation at Various Locations, City Project No. S 16-02
2. The Recording of Notice of Completion.
3. The release of retention 35 days after recording of the Notice of Completion.

### SUMMARY:

The Council, at its May 1, 2019 meeting, awarded a contract to Phase 1 Construction Inc., for the Project, which totaled \$634,240 for various sewer main improvements. The contractor has completed the project in accordance with the plans and specifications and as modified by approved change orders. Staff recommends that the Council accept the Project.

### BACKGROUND:

A final project inspection was conducted by the Engineering Department. Public Works Department staff also participated in the final inspection of the project. All parties agree that the project can be recommended for acceptance by the Council and a "Notice of Completion" recorded. The original scope of the Project consisted of construction of sanitary sewer facilities, including sanitary sewer pipelines and manholes, trench resurfacing, together with all appurtenances and other miscellaneous. A map is attached representing the locations and the

type of improvements. The project includes the following CIP components:

- SS-00001 - The replacement of a 10-inch diameter sewer main along Wessmith Way east of Lake Street with a 15-inch diameter pipeline.
- SS-00002 – The replacement of a 12-inch diameter sewer main along Sherwood Way west of Lake Street with a new 15-inch diameter sewer main.
- SS-00009 – The replacement of a failing sewer main in the alley between Daulton Avenue and Riverside Drive east of Lake Street was added to the project along with a replacement of a portion of a problem main in the alley between D Street and Nebraska Street connecting to the Sherwood main.
- SS-00008 - Adjustment of 21 manholes to grade that had been paved over. The additional scope was added to take advantage of the bidding climate and reduce the cost for mobilization and other miscellaneous items.

Three Contract Change Order (CCO) were processed for scope of work added and credited/deducted to the Project as tabulated in Table 1-3 below.

<b>Table 1: Change Order No. 1</b>		
<i>CCO</i>	<i>Item Description</i>	<i>Amount</i>
1-1	Add 1 EA of Bid Item #15: Remove and Install Sewer Lateral Cleanout at STA 35+65 (Sheet #5) @ \$2,200.00/EA	\$2,200.00
1-2	Extra Work: Time and Material to Install Ductile Iron Water Main at STA 31+44 (Sheet #4) @ \$1,924.93 Lump Sum	\$1,924.93
1-3	Credit 1 EA Bid Item #16: Remove and Replace 8"X8"X4" Wye Service Lateral at STA 36+72 (Sheet #5) @ \$2,000.00/EA	(2,000.00)
<b>Total Additive Amount</b>		<b>\$4,124.93</b>
<b>Total Deductive Amount</b>		<b>(\$2,000.00)</b>
<b>Total Change Order No. 1</b>		<b>\$2,124.93</b>

<b>Table 2: Change Order No. 2</b>		
<i>CCO</i>	<i>Item Description</i>	<i>Amount</i>
2-1	Extra Work: Relocate 2 EA 6" Fire Hydrant Laterals and Replace Water Valves at STA 23+35 and STA 26+73 on Sherwood Way @ \$5,333.49/EA	\$10,666.98
<b>Total Additive Amount</b>		<b>\$10,666.98</b>
<b>Total Deductive Amount</b>		<b>0.00</b>
<b>Total Change Order No. 2</b>		<b>\$10,666.98</b>

<b>Table 3: Change Order No. 3</b>		
<i>CCO</i>	<i>Item Description</i>	<i>Amount</i>
3-1	Install 6 EA New Manhole Frame and Cover on Pecan Avenue @ \$550.00/EA	\$3,300.00
3-2	Add 1 EA Remove and Replace 8"X8"X4" Wye Service Lateral at STA 36+72 (Sheet #5) @ \$2,000.00/EA	\$2,000.00
3-3	Credit for Compaction Retesting Fees @ \$1,596.00 Lump Sum	<b>(\$1,596.00)</b>
<b>Total Additive Amount</b>		<b>\$5,300.00</b>
<b>Total Deductive Amount</b>		<b>(\$1,596.00)</b>
<b>Total Change Order No. 3</b>		<b>\$3,704.00</b>

The final progress payment, less the retention amount of five percent, has been processed. The original contract amount was \$634,240.

The total cost of the change orders resulted in a net increase of \$16,495.91, raising the cost of the project approximately 2.60 percent to \$650,735.91.

The construction project was completed within the contract time and adjusted budgeted amount as approved at the May 1, 2019 Council meeting.

**FINANCIAL IMPACT:**

There is no fiscal impact to the City’s General Fund. Funding for the project is programmed in Fiscal Year 2019/20 budget to include Sewer Utility Funds and Development Impact Fees.

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

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

**ALTERNATIVES:**

As an alternative, the Council may elect to reject the Notice of Acceptance of the Project. Rejection of the Notice of Acceptance will result in staff’s inability to release retention funds and closing the Project.

**ATTACHMENTS:**

1. Notice of Completion
2. Location Map

**ATTACHMENT 1**

Notice of Completion

RECORDING REQUESTED BY:  
CITY OF MADERA

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

\_\_\_\_\_  
SPACE ABOVE THIS LINE FOR RECORDER'S USE  
FEE WAIVED PER SECTION 27383 & 27388.1(a)(2)(D) OF THE GOVERNMENT CODE - NO DOCUMENT TAX DUE \$ -0-

**NOTICE OF COMPLETION**  
Corporation

**NOTICE IS HEREBY GIVEN THAT:**

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

NAMES	ADDRESSES
-------	-----------

N/A

6. A work of improvement on the property hereinafter described was completed on JANUARY 15, 2020
7. The name of the original contractor, if any, for such work of improvement was Phase 1 Construction Inc.  
(If no contractor for work of improvements as a whole, insert "none".)
8. The full name(s) and address (es) of the transferor(s) of the undersigned is (are):

NAMES	ADDRESSES
-------	-----------

N/A

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

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

**SEWER MAIN INSTALLATION AT VARIOUS LOCATIONS, CITY PROJECT NO. S16-02**

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

(Signature of Owner named In Paragraph 2)

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

\_\_\_\_\_  
Keith Brent Helmuth, P.E  
City Engineer

STATE OF CALIFORNIA  
County of Madera

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

Signature of Officer: \_\_\_\_\_

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

State of California)

County of Madera)

Subscribed and sworn to (or affirmed) before me on the \_\_\_\_\_ day of January, 2020, by Keith Brent Helmuth, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

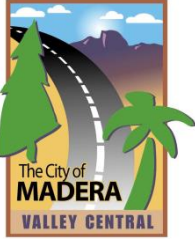
\_\_\_\_\_(Seal)  
Alicia Gonzales, City Clerk

**ATTACHMENT 2**

Location Map

# LOCATION MAP





## REPORT TO CITY COUNCIL

**Approved by:**

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

*Arnoldo Rodriguez*  
 \_\_\_\_\_  
 Arnoldo Rodriguez, City Manager

**Council Meeting of:** January 15, 2020

**Agenda Number:**     B-7    

**SUBJECT:**

Actions Relating to Final Map for Linden Street Residential Complex (Tract No. 19-S-05)

- 1) Consideration of a Resolution of the City of Madera Approving the Final Map for Linden Street Residential Complex Subdivision (Tract No. 19-S-05) 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 Linden Street Residential Complex Subdivision (Tract No. 19-S-05) into Zone of Benefit 4; Confirming the Diagram and Assessments for City Wide Landscape and Lighting Assessment District Zone of Benefit 4 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. 20-\_\_\_\_\_ which provides:

- a. Approving the Final Map for the Linden Street Residential Complex Subdivision.
- b. Approving Agreement for the Construction of Improvements for the Linden Street Residential Complex Subdivision (Tract No. 19-S-05).
- c. Authorizing staff to record the Final Map and Agreement for the Construction of Improvements for the Linden Street Residential Complex Subdivision (Tract No. 19-S-05).
- d. Accepting the Dedication of Land for Public Use.

Resolution No. 20-\_\_\_\_\_ which provides:

- a. Approving Annexation of Linden Street Residential Complex Subdivision (Tract No. 19-S-05) into Landscape and Lighting Assessment District Zone of Benefit 4 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 April 9, 2019, the City’s Planning Commission approved Tentative Subdivision Map No. TSM 2018-06 and Precise Plan (PPL) for the Linden Street Residential Complex Subdivision (“Project”). The Subdivider is now ready to proceed with development of the Project.

**DISCUSSION:**

The Final Map for Linden Street Residential Complex 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 recordation of the Final Map or as part of an application to construct off-site improvements in advance of the approval of the Improvement Agreement.

The Subdivider, Tommy Lee Jarrell has signed a Landowner’s Consent for annexation into Zone of Benefit 4 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 will pay the required fees for the plan checking and inspection of the installation of required improvements for the subdivision prior to recordation of the Final Map.

**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 4)

Exhibit A – Legal Description

Exhibit B – Assessment Diagram (Zone 4)

Exhibit C – Assessment Amounts

3. Covenant – LMD Zone 4

Exhibit A – Legal Description

4. LMD Zone Map

5. Project Location Map

**Attachment 1**

Resolution  
Final Map and Agreement

**RESOLUTION NO. 20-\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING THE FINAL MAP FOR THE LINDEN STREET RESIDENTIAL COMPLEX SUBDIVISION (TRACT NO. 19-S-05) AND IMPROVEMENT AGREEMENT (AGREEMENT) AFFECTING LAND DEVELOPMENT AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENTS ON BEHALF OF THE CITY**

**WHEREAS**, Tommy Lee Jarrell, has offered for approval a Final Map designated as Tract No. 19-S-05; and

**WHEREAS**, the Final Map for the Linden Street Residential Complex Subdivision, prepared by Dale G. Mell & Associates, for Tommy Lee Jarrell 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 April 9, 2019; 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 Linden Street Residential Complex Subdivision (Tract No. 19-S-05)," (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 Linden Street Residential Complex 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 Sixty-One Thousand Eight Hundred Ninety-Four Dollars and Fifty Cents (\$61,894.50); and

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

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

1. The above recitals are true and correct.
2. The Final Map for the Linden Street Residential Complex Subdivision (Tract No. 19-S-05) is approved.
3. The agreement entitled "Improvement Agreement Linden Street Residential Complex Subdivision (Tract No. 19-S-05)" for the construction of improvements for the Linden Street Residential Complex 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 Linden Street Residential Complex Subdivision (Tract No. 19-S-05).
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  
LINDEN STREET RESIDENTIAL COMPLEX SUBDIVISION  
(FINAL MAP. NO. 19-S-05)**

THIS IMPROVEMENT AGREEMENT (“Agreement”) is entered into this \_\_\_ day of \_\_\_\_\_, 2020, (the “Effective Date”) by and between the City of Madera, a municipal corporation of the State of California, hereinafter called “City”; and Tommy Lee Jarrell, 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 LINDEN STREET RESIDENTIAL COMPLEX TRACT 19-S-05, 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. 2019-06 (“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 Linden Street Complex", 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, "Linden Street Residential Complex Tract 19-S-05", (b) improvement construction plans, (c) those certain specifications on file in the office of the City Engineer entitled, "City of Madera Standard Plans and Specifications", and (d) "Madera Irrigation District Standards", as may be applicable this project, for a more particular description of the work and improvements generally outlined in this Agreement. Said subdivision map, plans and specifications referred to in this paragraph are hereby incorporated herein and made a part of this Agreement by reference thereto.
- F. Owner desires and agrees to complete the improvements and subdivide the Subject Property through the Subdivision Map Act process.
- G. City Council approval of said Final Tract Map to divide the property and acceptance of the dedications therein offered are subject to and on the condition precedent that Owner first enter into and execute this Agreement with the City, and provide the City with all other things as required herein and/or as required by the City.
- H. Recordation of said Final Tract Map to divide the property therein offered are subject to and on the condition precedent that Owner first provide the City with such bonds, improvement securities, monies, insurance and Homeowners Association as required herein and/or as required by the City.

## **AGREEMENT**

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

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

#### **A. AGREEMENT**

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

#### **B. DEFINITIONS**

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

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

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

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

place at the time of application.

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

#### D. INDEMNIFICATION

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

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

#### E. INSURANCE

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

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

#### F. NOTICE OF COMPLETION

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

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

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

G. BONDS AND OTHER SECURITY

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

1. Performance Security. Owner shall provide to City performance security in an amount no less than Forty-One Thousand Two Hundred Sixty-Three Dollars (\$41,263.00) 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 Twenty Thousand Six Hundred Thirty-One Dollars and Fifty Cents (\$20,631.50) 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 Four Thousand One Hundred Twenty-Six Dollars and Thirty Cents (\$4,126.30). 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 4 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 4 of the City-Wide Landscape and Lighting Assessment District. The annexation of the property into Zone of Benefit 4 shall be considered for recording concurrently with the City Council's consideration and approval of the Final Map. If annexation into Zone of Benefit 4 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 2018-06 approving the Tract Map as adopted on April 9, 2019 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 deposit with the City not less than 1% of engineer's estimate in an amount no less than Four Hundred Seventeen Dollars and Twenty-Two Cents (\$417.22), 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 prior to recordation of the final map for Linden Street Residential Complex Subdivision No. 19-S-05 as noted herein below:

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

II. REIMBURSEMENTS TO BE PROVIDED TO SUBDIVIDER

There are no public improvements being constructed through plans prepared by Dale G. Mell & Associates, for Linden Street Residential Complex Subdivision (Tract No. 19-S-05) that would be eligible for reimbursements.

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 Linden Street Residential Complex Subdivision (Tract No. 19-S-05). 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:**

By: \_\_\_\_\_  
Tommy Lee Jarrell, Owner

**APPROVED AS TO FORM:**

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

**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, IN THE COUNTY OF MADERA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

A PARCEL OF LAND IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 11 SOUTH, RANGE 17 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF A TRACT OF LAND DESCRIBED IN A DEED RECORDED IN VOL. 369, PAGE 39 OFFICIAL RECORDS, MADERA COUNTY, SAID POINT BEARING EAST 484 FEET AND NORTH 0° 21' WEST 623.4 FEET FROM THE WEST 1/4 OF SAID SECTION 23; THENCE ALONG THE EAST LINE OF SAID TRACT, NORTH 0° 21' WEST 108.2 FEET; THENCE SOUTH 89° 32' WEST 317.2 FEET, MORE OR LESS TO A POINT WHICH IS 166.3 FEET EAST OF THE WEST LINE OF SAID SECTION 23; THENCE ALONG THE WEST LINE OF SAID TRACT, SOUTHERLY 108.6 FEET, MORE OR LESS, TO A POINT WHICH IS SOUTHERLY 686.9 FEET FROM THE NORTHWEST CORNER OF SAID TRACT; THENCE EASTERLY 317.3 FEET MORE OR LESS TO THE POINT OF BEGINNING.

WITH THE EXCLUSION OF

ALL THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 11 SOUTH, RANGE 17 EAST, MOUNT DIABLO BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT LIES EAST, A DISTANCE OF 484.00 FEET, NORTH 00° 21' 00" WEST, A DISTANCE OF 623.40 FEET AND WESTERLY 317.30 FEET TO THE SOUTHWEST CORNER OF A PARCEL OF LAND AS DESCRIBED IN THE DEED RECORDED AUGUST 17, 1960 IN BOOK 777 AT PAGE 604, MADERA COUNTY RECORDS, SAID POINT BEING THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 00° 21' 00" WEST ALONG THE WEST LINE OF SAID PARCEL, A DISTANCE OF 108.60 FEET; THENCE NORTH 89° 32' 00" EAST ALONG THE NORTH LINE OF SAID PARCEL, A DISTANCE OF 25.00 FEET, THENCE SOUTH 00° 21' 00" EAST, A DISTANCE OF 108.60 FEET, MORE OR LESS TO THE SOUTH LINE OF SAID PARCEL, THENCE WESTERLY, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

A PARCEL OF LAND IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 11 SOUTH, RANGE 17 EAST, MOUNT DIABLO BASE AND MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH BEARS NORTH 89° 44' EAST 484 FEET AND NORTH 0° 21' WEST 731.6 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 23 (SAID POINT

BEING ON THE EAST LINE OF A TRACT OF LAND DESCRIBED IN A DEED RECORDED AUGUST 29, 1945 IN VOL. 369 OFFICIAL RECORDS, PAGE 39, MADERA COUNTY, CALIFORNIA); THENCE FROM SAID POINT OF BEGINNING NORTH 0° 21' WEST 100 FEET; THENCE SOUTH 89° 32' WEST 317.7 FEET, MORE OR LESS TO A POINT WHICH IS 166.3 FEET, EAST OF THE WEST LINE OF SAID SECTION 23; THENCE SOUTH AND PARALLEL TO THE SAID WEST LINE OF SECTION 23, A DISTANCE OF 100 FEET; THENCE NORTH 89° 32' EAST 317.7 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

WITH THE EXCLUSION OF

ALL THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 11 SOUTH, RANGE 17 EAST, MOUNT DIABLO BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH BEARS NORTH 89° 44' EAST, A DISTANCE OF 484.00 FEET, NORTH 00° 21' WEST, A DISTANCE OF 731.60 FEET AND SOUTH 89° 32' WEST, A DISTANCE OF 317.70 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 23, SAID POINT BEING THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE DEED RECORDED APRIL 25, 1962 IN BOOK 826, PAGE 650, MADERA COUNTY RECORDS AND BEING THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH AND PARALLEL TO THE WEST LINE OF SAID SECTION 23, A DISTANCE OF 100.00 FEET TO THE NORTHWEST CORNER OF SAID DESCRIBED PARCEL; THENCE NORTH 89° 32' EAST A DISTANCE OF 25.00 FEET; THENCE SOUTH AND PARALLEL TO THE WEST LINE OF SAID SECTION 23, A DISTANCE OF 100.00 FEET; THENCE SOUTH 89° 32' WEST, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.

PURSUANT TO NOTICE OF MERGER RECORDED APRIL 17, 2018 AS DOCUMENT NO. 2018008052, OF OFFICIAL RECORDS.

**EXHIBIT "B"**  
**Development Impact Fees**

Impact Fee Category	SFD Fee	MFD Fee	Commercial Fee (sq.ft.)	Industrial Fee (sq.ft.)
Administrative impact fee	93.72	56.67	0.024	n/a
Fire department impact fees	336.75	247.38	0.036	0.0240
General government impact fees	231.04	168.92	0.012	n/a
Police department impact fee	541.63	398.87	0.072	0.0599
Parks department impact fee	2,652.57	1,945.29	n/a	n/a
Public Works impact fee	323.67	99.17	0.133	0.0970
Sewer additional obl. impact fee - northwest	185.27	134.05	0.048	[1]
Sewer additional obl. impact fee - northeast	992.81	724.72	0.169	[1]
Sewer additional obl. impact fee - southwest	569.97	381.43	0.193	[1]
Sewer additional obl. impact fee - southeast	1,495.21	1,093.07	0.278	[1]
Sewer additional obl. impact fee - SCCC	888.19	625.55	0.181	[1]
Sewer additional obl. impact fee - exist. area	135.14	93.72	0.024	[1]
Storm drain impact fee - northwest	2,028.12	1,044.03	1.330	0.5558
Storm drain impact fee - northeast	3,099.39	1,453.79	1.210	0.5558
Storm drain impact fee - southwest	1,250.00	559.07	1.188	0.5558
Storm drain impact fee - southeast	3,472.10	1,394.94	1.090	0.5558
Storm drain impact fee - existing service area	1,132.30	545.99	0.632	0.5558
Storm drain impact fee - SCCC	n/a	n/a	n/a	n/a
Sewer exist. obl. impact fee - northwest	272.45	272.45	0.036	\$272/unit [1]
Sewer exist. obl. impact fee - northeast	272.45	272.45	0.036	\$272/unit [1]
Sewer exist. obl. impact fee - southwest	272.45	272.45	0.036	\$272/unit [1]
Sewer exist. obl. impact fee - southeast	716.00	716.00	0.085	\$716/unit [1]
Sewer exist. obl. impact fee - SCCC	n/a	n/a	n/a	n/a
Streets 16 ft. arterial street median island	387.97	237.58	0.142	n/a
Streets 24 ft. collector street lane	697.47	428.29	0.251	n/a
Streets 12 ft. arterial street lane	697.47	428.29	0.251	n/a
Transportation facility impact fee - city wide	951.40	584.13	0.254	0.3869
Traffic signals	235.40	144.94	0.087	n/a
Water impact fees - pipes	283.33	151.48	0.133	n/a
Wastewater treatment plan impact fee	1,314.30	923.06	0.763	1.5148
Water impact fees - Wells	562.34	300.78	0.072	[2]
<b>Industrial Fee Notes</b>				
[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 4

RESOLUTION NO. 20-\_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING ANNEXATION OF LINDEN STREET RESIDENTIAL COMPLEX SUBDIVISION (TRACT NO. 19-S-05) INTO ZONE OF BENEFIT 4; CONFIRMING THE DIAGRAM AND ASSESSMENT FOR CITY WIDE LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT ZONE OF BENEFIT 4 FOR FISCAL YEAR (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 4 of said District consisting of Linden Street Residential Complex Subdivision (Tract No. 19-S-05), 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 4 for the maintenance and servicing of landscaping facilities.
3. The Mayor is authorized to execute the Covenant Landscape Maintenance District Zone of Benefit 4 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 4."
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, IN THE COUNTY OF MADERA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

A PARCEL OF LAND IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 11 SOUTH, RANGE 17 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF A TRACT OF LAND DESCRIBED IN A DEED RECORDED IN VOL. 369, PAGE 39 OFFICIAL RECORDS, MADERA COUNTY, SAID POINT BEARING EAST 484 FEET AND NORTH 0° 21' WEST 623.4 FEET FROM THE WEST 1/4 OF SAID SECTION 23; THENCE ALONG THE EAST LINE OF SAID TRACT, NORTH 0° 21' WEST 108.2 FEET; THENCE SOUTH 89° 32' WEST 317.2 FEET, MORE OR LESS TO A POINT WHICH IS 166.3 FEET EAST OF THE WEST LINE OF SAID SECTION 23; THENCE ALONG THE WEST LINE OF SAID TRACT, SOUTHERLY 108.6 FEET, MORE OR LESS, TO A POINT WHICH IS SOUTHERLY 686.9 FEET FROM THE NORTHWEST CORNER OF SAID TRACT; THENCE EASTERLY 317.3 FEET MORE OR LESS TO THE POINT OF BEGINNING.

WITH THE EXCLUSION OF

ALL THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 11 SOUTH, RANGE 17 EAST, MOUNT DIABLO BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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TOGETHER WITH:

A PARCEL OF LAND IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 11 SOUTH, RANGE 17 EAST, MOUNT DIABLO BASE AND MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

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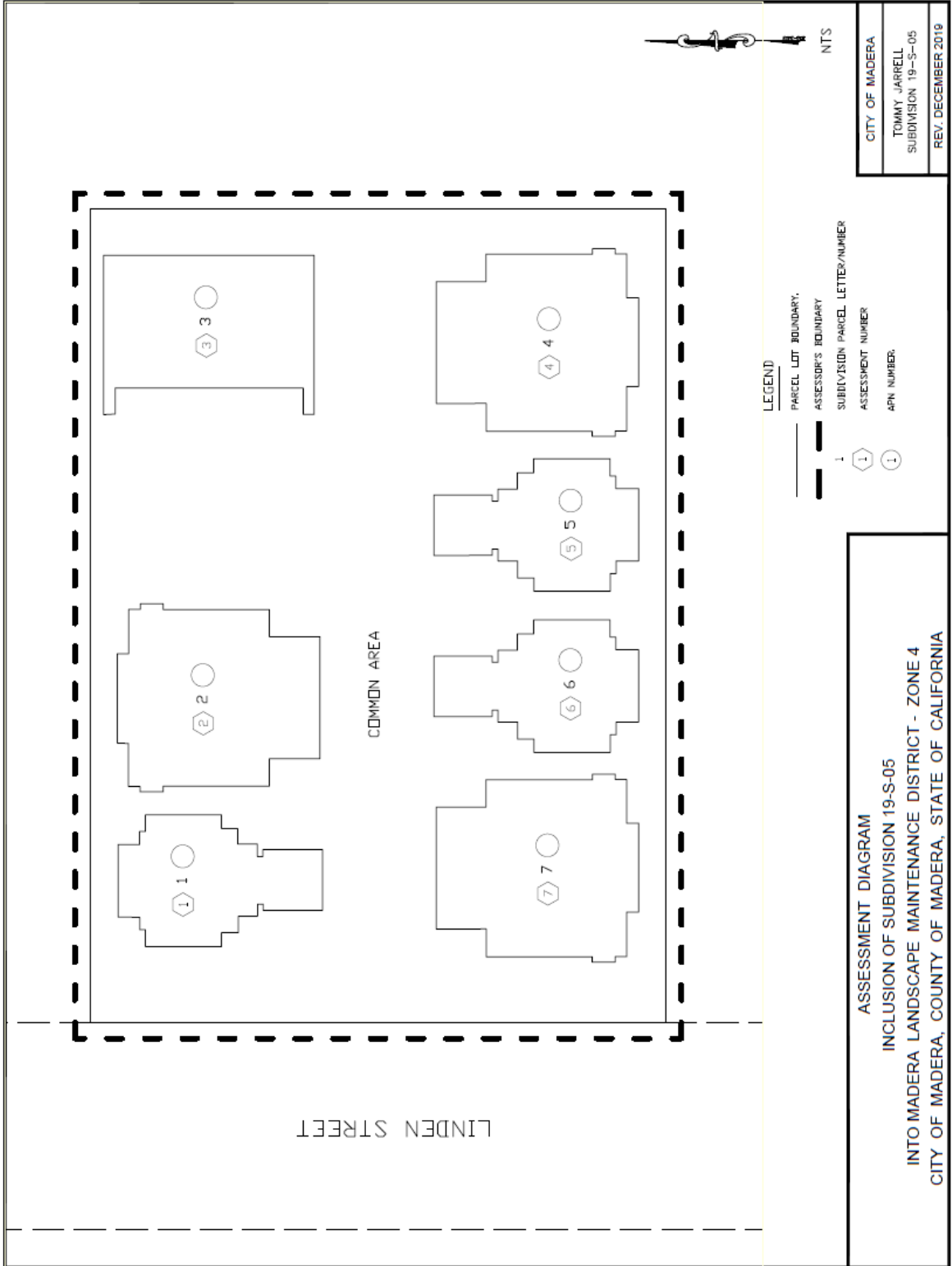
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PURSUANT TO NOTICE OF MERGER RECORDED APRIL 17, 2018 AS DOCUMENT NO. 2018008052, OF OFFICIAL RECORDS.

# Exhibit B

## Assessment Diagram



## Exhibit C

### Assessment Amounts

Lot	Owner	Assessment Amount (FY 2020/2021)
1	Tommy Lee Jarrell (Two (2) Dwelling Units)	\$ 136.86
2	Tommy Lee Jarrell (Four (4) Dwelling Units)	\$ 273.72
3	Tommy Lee Jarrell (Four (4) Dwelling Units)	\$ 273.72
4	Tommy Lee Jarrell (Four (4) Dwelling Units)	\$ 273.72
5	Tommy Lee Jarrell (Two (2) Dwelling Units)	\$ 136.86
6	Tommy Lee Jarrell (Two (2) Dwelling Units)	\$ 136.86
7	Tommy Lee Jarrell (Four (4) Dwelling Units)	\$ 273.72

**Attachment 3**

LMD Covenant

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

---

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

**COVENANT  
LANDSCAPE MAINTENANCE DISTRICT  
ZONE OF BENEFIT 4**

**WHEREAS, Tommy Lee Jarrell**, 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) 2018-06 & Precise Plan (PPL) 2017-04 approval and the Improvement Agreement to annex to the City’s Landscape Maintenance District; and

**WHEREAS**, the Planning Commission on April 9, 2019 approved Tentative Subdivision Map TSM 2018-06 for the Linden Street Residential Complex Subdivision (Tract No. 19-S-05) 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 \$68.43 per each of the 22 dwelling constructed on 7 lots with each lot being assessed in accordance with the number of dwelling units constructed on that lot. 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 January 15, 2020.

**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: \_\_\_\_\_  
Tommy Lee Jarrell, Owner

**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, IN THE COUNTY OF MADERA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

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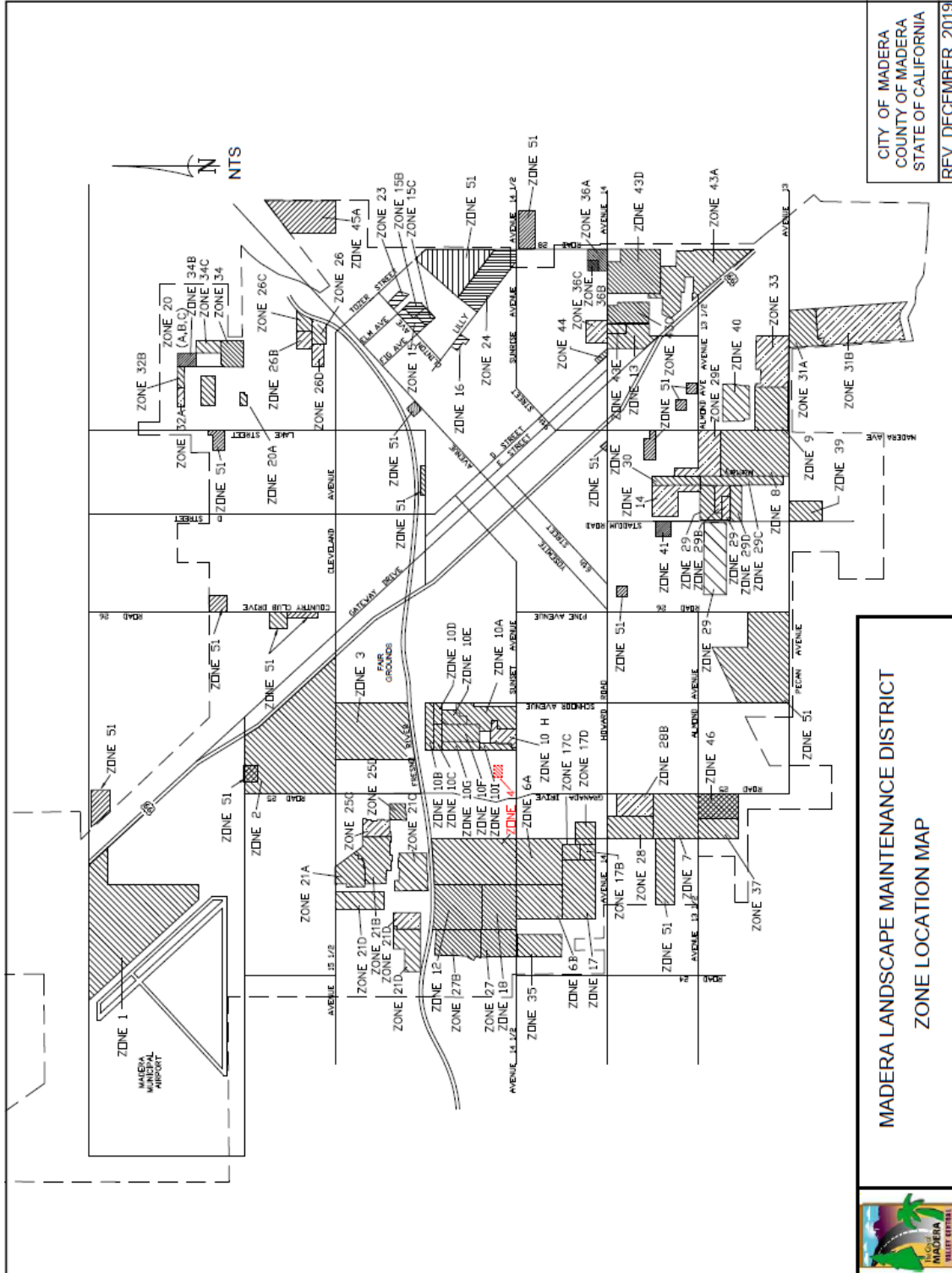
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PURSUANT TO NOTICE OF MERGER RECORDED APRIL 17, 2018 AS DOCUMENT NO. 2018008052, OF OFFICIAL RECORDS.

# Attachment 4

## LMD Zone Map



CITY OF MADERA  
COUNTY OF MADERA  
STATE OF CALIFORNIA  
REV. DECEMBER 2019

MADERA LANDSCAPE MAINTENANCE DISTRICT  
ZONE LOCATION MAP



# Attachment 5

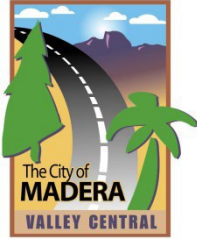
## Project Location Map



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

TOMMY JARRELL  
SUBDIVISION 19-S-05

DR BY: EP  
CH BY: TL  
DATE: 12/24/19  
SCALE: NTS  
SHT 1 OF 1



## REPORT TO CITY COUNCIL

Approved by: *Keith Helmuth*

Keith Helmuth, Department Director

*Arnoldo Rodriguez*  
Arnoldo Rodriguez, City Manager

Council Meeting of: January 15, 2020

Agenda Number: B-8

### SUBJECT:

Consideration of a Resolution Approving the Award for Olive Avenue Widening and Reconstruction - Gateway Dr. to Knox St. Phase 1, Asbestos Removal and Building Demolition City Project No. R-000010, in the Amount of \$70,500 to CVE Contracting Group, Inc. dba Central Valley Environmental, and Authorizing the Mayor to Execute the Agreement

### RECOMMENDATION:

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

1. Approving award of Contract for Olive Avenue Widening and Reconstruction - Gateway Drive to Knox Street Phase 1, Asbestos Removal & Building Demolition City Project No. R-000010, in the Amount of \$70,500 to CVE Contracting Group, Inc. dba Central Valley Environmental.
2. Authorizing construction contingencies of up to 15 percent as approved by the City Engineer.
3. Authorizing funding of up to fifteen percent of the contract amount for construction inspection, construction management, third party testing or consulting services as approved by the City Engineer.
4. Authorizing the Mayor to execute the contract on behalf of the City.

### SUMMARY:

On December 19, 2019 the City received four bids for the Gateway Drive to Knox Street Phase 1, Asbestos Removal & Building Demolition City Project No. R-000010; the Demolition is required because the existing structures would impede the widening of the intersection. Central Valley Environmental submitted the lowest responsive and responsible bid that meets the contract requirements. Therefore, it is recommended that Council award the project to Central Valley Environmental.

The funds needed to complete the project are programmed in the Capital Improvement Projects (CIP) Budget Fiscal Year (FY) 2019/20.

**DISCUSSION:**

The proposed project will provide for removal and disposal of asbestos containing materials from two (2) existing buildings and Demolition of four (4) existing buildings, including foundations and basements. Demolition work shall include removal of trees and other landscaping, existing fences, retaining walls, irrigation systems, underground and surface utilities and appurtenances internal or external to the structures, concrete slabs and asphalt concrete pavement, and the removal and disposal of all demolished materials in an acceptable and legal manner outside the property. A map of building locations is provided in Attachment 2.

**BACKGROUND:**

The “Notice Inviting Bids” for the project was duly noticed in the Madera Tribune Newspaper on December 4<sup>th</sup> and December 11<sup>th</sup>, of 2019. The construction and bidding documents (specifications) were distributed to Builders Exchanges in Fresno, Modesto, and Visalia. The bid documents were also made available to the Kern-Minority Contractors Association in Bakersfield, and posted on EBidBoard.com, an online listing service for contractors accessible from the City’s website as well as to other contractors that regularly access EBidBoard’s website directly.

On December 19<sup>th</sup>, 2019, the City received four responses. All bids were checked for accuracy against bidding requirements of the specifications and for validity of licenses and bid security.

To identify the low bidder, bids were compared based on the Total Bid in written words, additionally to determine responsiveness bid were check against the “Bidders Checklist”. The bids received are listed in Table 1:

<i>Table 1: Bid Overview</i>	
<i>Bidder</i>	<i>Bid</i>
1. CVE Contracting Group, Inc. dba Central Valley Environmental	\$70,500.00
2. Cencal Services, Inc.	\$78,200.00
3. Marco A. Gonzalez Engineering, Inc.	\$85,900.00
4. Bowen Engineering and Environmental	\$147,500.00
<i>City Engineer’s Opinion of Cost</i>	\$145,000.00

Central Valley Environmental submitted the lowest, responsive and responsible bid that meets the contract requirements.

It is recommended that the Council award the contract to Central Valley Environmental in the amount of \$70,500.00 for the Bid.

**FINANCIAL IMPACT:**

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

Funding for the project is programmed in CIP Budget FY 2019/20 Regional Surface Transportation Program for Olive Avenue Widening and Reconstruction - Gateway Drive to Knox Street Phase 1, Asbestos Removal & Building Demolition City Project No. R-000010.

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

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

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

**ALTERNATIVES:**

Potential alternatives to staff's recommendation is to reject bids or modify scope.

**ATTACHMENTS:**

1. Resolution
  - a. Exhibit 1
2. Location Map

**ATTACHMENT 1**

**Resolution**

**RESOLUTION NO. 20-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING THE AWARD FOR OLIVE AVENUE WIDENING AND RECONSTRUCTION - GATEWAY DR. TO KNOX ST. PHASE 1, ASBESTOS REMOVAL & BUILDING DEMOLITION CITY PROJECT NO. R-000010, IN THE AMOUNT OF \$70,500 TO CVE CONTRACTING GROUP, INC. DBA CENTRAL VALLEY ENVIRONMENTAL, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT**

**WHEREAS**, on December 4<sup>th</sup> and December 11<sup>th</sup>, of 2019 the City of Madera (City) Engineering Department advertised a solicitation for bids for Olive Avenue Widening and Reconstruction - Gateway Drive to Knox Street Phase 1, Asbestos Removal & Building Demolition City Project No. R-000010, hereinafter referred to as “the Project”; and

**WHEREAS**, four sealed bids were received on December 19, 2019, and opened by the City Engineer; and

**WHEREAS**, funding for Olive Avenue Widening and Reconstruction - Gateway Drive to Knox Street Phase 1, Asbestos Removal & Building Demolition City Project No. R-000010, is programmed in the Capital Improvement Projects Budget for Fiscal Year 2019/20.

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

1. The above recitals are true and correct.
2. The City Council (Council) has reviewed and considered all of the information presented including the report to the Council from the Engineering Department.
3. The City finds that CVE Contracting Group, Inc. dba Central Valley Environmental is the lowest responsible and responsive bidder.
4. The contract for Olive Avenue Widening and Reconstruction - Gateway Drive to Knox Street Phase 1, Asbestos Removal & Building Demolition City Project No. R-000010, in the Amount of \$70,500 to CVE Contracting Group, Inc. dba Central Valley Environmental a copy of which is attached hereto as Exhibit 1 and referred to for particulars, is approved.
5. Council authorizes Construction Contingencies of up to fifteen percent as approved by the City Engineer.

6. Council authorizes funding of up to fifteen percent of the contract amount for construction inspection, construction management, third party testing or consulting services as approved by the City Engineer.
7. The Mayor is hereby authorized to execute the contract on behalf of the City.
8. This Resolution is effective immediately upon adoption.

\*\*\*\*\*

**EXHIBIT 1**

**Contract Agreement**

## AGREEMENT

**THIS AGREEMENT**, made this 15th day of January, 2020, between the City of Madera, hereinafter called “**OWNER**”, and CVE Contracting Group, Inc. dba Central Valley Environmental, doing business as (an individual), or (a partnership), or (a corporation), hereinafter called “**CONTRACTOR**”.

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

1. The **CONTRACTOR** shall commence and complete all **WORK** required for the “**OLIVE AVENUE WIDENING AND RECONSTRUCTION – GATEWAY DR. TO KNOX ST., PHASE-1 ASBESTOS REMOVAL AND BUILDING DEMOLITION CITY PROJECT NO. R-000010**”
2. The **CONTRACTOR** shall furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the **WORK** described herein.
3. The **CONTRACTOR** shall commence the **WORK** required by the **CONTRACT DOCUMENTS** within 10 calendar days after the date of the **NOTICE TO PROCEED** and will complete the same within the time period set forth in the **CONTRACT DOCUMENTS**. The **CONTRACTOR** shall submit a Payment Bond and Performance Bond in the amount of \$70,500, each and Insurance Certificates as specified in the **CONTRACT DOCUMENTS** prior to commencing any **WORK**.
4. The **CONTRACTOR** agrees to perform all of the **WORK** described in the **DOCUMENTS** for the unit and lump sum prices set forth in the Bid Schedule.

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

- (A) Advertisement for Bids
- (B) Information for Bidders
- (C) Bid Proposal
- (D) Bid Bond
- (E) Agreement
- (F) Payment Bond
- (G) Performance Bond
- (H) Insurance Requirements for Contractors
- (I) General Conditions
- (J) Special Conditions
- (K) City of Madera Standard Specifications and Drawings
- (L) State Standard Plans and Specifications
- (M) PLANS and SPECIFICATIONS prepared or issued by CITY OF MADERA, entitled “**OLIVE AVENUE WIDENING AND RECONSTRUCTION - GATEWAY DR. TO KNOX ST., PHASE 1 ASBESTOS REMOVAL & BUILDING DEMOLITION, PROJECT NO. R-000010**” **dated NOV. 2019.**

Addenda Nos. 1, dated 12/17/19

6. In the event the **CONTRACTOR** does not complete the **WORK** within the time limit specified herein or within such further time as authorized, the **CONTRACTOR** shall pay to the **OWNER** liquidated damages in the amount of **Eight Hundred Seventy Dollars (\$870.00)** per day for each and every calendar day delay in finishing the **WORK** beyond the completion date so specified.

7. The **OWNER** will pay to the **CONTRACTOR** in the manner and at such times as set forth in the General Conditions such amounts as required by the **CONTRACT DOCUMENTS**. For any moneys earned by the

**CONTRACTOR** and withheld by the **OWNER** to ensure the performance of the Contract, the **CONTRACTOR** may, at his request and expense, substitute securities equivalent to the amount withheld in the form and manner and subject to the conditions provided in Division 2, Part 5, Section 22300 of the Public Contract Code of the State of California.

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

#### 8A. CLAIMS RESOLUTION PROCESS FOR DISPUTES.

It is the intent of this Contract that disputes regarding the Contract be resolved promptly and fairly between the Contractor and the Owner. However, it is recognized that some disputes will require detailed investigation and review by one or both parties before a determination and resolution can be reached. For the protection of the rights of both the Contractor and the Owner, the following provisions are provided for the resolution of disputes which cannot be resolved by the Owner and the Contractor within three business days after either party gives verbal notice of dispute or potential dispute to the other's attention and prior to the commencement of such work.

The following provisions are intended by Contractor and Owner to comply with Public Contract Code Sections 9204 and 20104 et. seq.

##### A. Claims:

The term "claim" refers to a separate demand by Contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

- (1) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by Owner under this Contract.
- (2) Payment by the Owner of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment for which is not otherwise expressly provided or to which the Contractor is not otherwise entitled.
- (3) Payment of an amount that is disputed by the Owner.

##### B. The Claim Must Be Timely and in Writing:

For all claims the claim must be in writing and include the documents necessary to substantiate the claim. A notice of potential claim must be filed within five (5) business days of Contractor's completion of work that is a potential claim. Notice of an actual claim must be filed on or before the date of final payment.

C. Receipt of Claim by Owner:

Upon receipt of a claim pursuant to this section, the Owner will conduct a reasonable review of the claim and, within a period not to exceed 45 days from the date of receipt, will provide the Contractor with a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, Owner and Contractor may, by mutual agreement, extend the time period provided in this section.

The Contractor shall furnish reasonable documentation to support the claim. If additional information is thereafter required, it shall be requested and provided upon mutual agreement by the Owner and the Contractor. The District's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation.

D. City Council Approval:

If the Owner needs approval from the City Council to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the City Council does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the Owner shall have up to three days following the next duly publicly noticed regular meeting of the City Council after the 45-day period or extension expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

E. Payment of Claim:

Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the Owner issues its written statement. If the Owner fails to issue a written statement, paragraph F below shall apply.

F. Meet and Confer:

If the Contractor disputes the Owner's written response, or if the Owner fails to respond to a claim issued pursuant to this section within the time prescribed, the Contractor may demand in writing an informal

conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the Owner shall schedule a meet and confer conference within 30 days for settlement of the dispute.

Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the Owner shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the Owner issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the Owner and the Contractor sharing the

associated costs equally. The Owner and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

Under this Contract, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

Unless otherwise agreed to by the Owner and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

If mediation as set forth above does not resolve the parties' dispute, the parties will proceed to arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program.

G. Filing a Government Code Written Claim Notice:

Following the meet and confer conference, if the claim or any portion remains in dispute, the Contractor may file a claim under the Torts Claims Act as provided in Chapter 1 (commencing with Section 900) and Chapter 2 commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code Section 900.

H. Owner's Failure to Respond to Claim:

Failure by the Owner to respond to a claim from Contractor within the time periods described above or to otherwise meet the time requirements set forth above shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the Owner's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the Contractor.

I. Owner's Failure to Respond to Claim:

Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

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

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

10. In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860) and Chapter 4, Part 1, Division 4 (commencing with Section 3700) of the Labor Code of the State of California,

the **CONTRACTOR** is required to secure the payment of compensation to his employees and shall for that purpose obtain and keep in effect adequate Worker's Compensation Insurance.

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

11. The **CONTRACTOR** shall comply with Part 7, Chapter 1, Article 2, Section 1775 of the Labor Code of the State of California. The **CONTRACTOR** shall, as a penalty to the **OWNER**, forfeit fifty dollars (\$50.00) for each calendar day, or portion thereof, for each workman paid less than the prevailing rates for such work or craft in which such workman is employed for any public work done under the Contract by him or by any **SUBCONTRACTOR** under him. The difference between such prevailing wage rates and the amount paid to each workman for each calendar day or portion thereof for which each workman was paid less than a prevailing wage rate, shall be paid to each workman by the **CONTRACTOR**.

12. The **CONTRACTOR** shall comply with Part 7, Chapter 1, Article 2, Section 1776 of the Labor Code of the State of California. The **CONTRACTOR** shall keep and require that all **SUBCONTRACTORS** keep accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice worker or other employee employed by him in connection with public work. Such payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of the **CONTRACTOR** by the **OWNER**, its officers and agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations. In the event of non-compliance with the requirements of Section 1776, the **CONTRACTOR** shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the **CONTRACTOR** must comply. Should non-compliance still be evident after the ten (10) day period, the **CONTRACTOR** shall, as a penalty to the **OWNER** forfeit twenty-five dollars (\$25.00) for each calendar day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

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

Section 1777.5 provides, in part, as follows:

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

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

- (a) In the event unemployment for the previous three month period in such area exceeds an average of 15

percent, or

- (b) In the event the number of apprentices in training in such area exceeds a ratio of 1 to 5, or
- (c) If there is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either (1) on a statewide basis, or (2) on a local basis, or
- (d) If assignment of an apprentice to any work performed under a public works contract would create a condition which should jeopardize his life or the life, safety, or property of fellow employees, or the public at large or if the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

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

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

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

Overtime and shift work may be established as a regular procedure by the **CONTRACTOR** with reasonable notice and written permission of the **OWNER**. No work other than overtime and shift work established as a regular procedure shall be performed between the hours of 6:00 P.M. and 7:00 A.M. nor on Saturdays, Sundays or holidays except such work as is necessary for the proper care and protection of the work already performed or in case of an emergency.

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

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

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

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

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

**Contractor** obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this agreement, **Contractor** shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of **Contractor** will be for that entire portion or percentage of liability not attributable to the active negligence of City.

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

18. Contractor must comply with the insurance requirements as described in the section "INSURANCE REQUIREMENTS FOR CONTRACTOR", pages 36-37 of the Contract Documents.

19. Amendments- Any changes to this Agreement requested by either City or **CVE Contracting Group, Inc. dba Central Valley Environmental**, may only be effected if mutually agreed upon in writing by duly authorized representatives of the parties hereto. This Agreement shall not be modified or amended or any rights of a party to it waived except by such writing.

20. Termination.

A. This Agreement may be terminated at any time by either party upon fifteen (15) calendar days written notice. In the event the Agreement is terminated by either party, **CVE Contracting Group, Inc. dba Central Valley**

**Environmental** shall be compensated for services performed to the date of termination based upon the compensation rates and subject to the maximum amounts payable agreed to together with such additional services performed after termination which are authorized in writing by the City representative to wind up the work performed to date of termination.

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

1. An illegal use of funds by **CVE Contracting Group, Inc. dba Central Valley Environmental**;
2. A failure by **CVE Contracting Group, Inc. dba Central Valley Environmental** to comply with any material term of this Agreement;
3. A substantially incorrect or incomplete report submitted by **CVE Contracting Group, Inc. dba Central Valley Environmental** to City.

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

Notice of termination shall be mailed to the City:

City of Madera  
Engineering Department  
205 W. 4<sup>th</sup> Street  
Madera, Ca 93637

To the Contractor **CVE Contracting Group, Inc. dba Central Valley Environmental**

Notices. All notices and communications from the **CVE Contracting Group, Inc. dba Central Valley Environmental** shall be to City's designated Project Manager or Principal-In-Charge. Verbal communications shall be confirmed in writing. All written notices shall be provided and addressed as soon as possible, but not later than thirty (30) days after termination.

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

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

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

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

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

25. Contractor's Legal Authority - Each individual executing or attesting this Agreement on behalf of **CVE Contracting Group, Inc. dba Central Valley Environmental** hereby covenants and represents: (i) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of such corporation in accordance with such corporation's articles of incorporation or charter and by-laws; (ii) that this Agreement is binding upon such

corporation; and (iii) that **CVE Contracting Group, Inc. dba Central Valley Environmental** is a duly organized and legally existing corporation in good standing in the State of California.

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

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

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

28. Sole Agreement- This instrument constitutes the sole and only Agreement between City and **CVE Contracting Group, Inc. dba Central Valley Environmental** in connection to the Project and correctly sets forth the obligations of the City and **CVE Contracting Group, Inc. dba Central Valley Environmental** to each other as of its date. Any Agreements or representations in connection with the Project, not expressly set forth in this instrument are null and void.

29. Assignment- Neither the **CVE Contracting Group, Inc. dba Central Valley Environmental** nor City will assign its interest in this Agreement without the written consent of the other.

30. During the performance of this agreement, the Contractor assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, national origin, sex, age, or handicap, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community Development Act of 1974, as amended, and the Age Discrimination Act of 1975, and all implementing regulations.

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

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

**City of Madera**  
Herein Called OWNER

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

APPROVE AS TO FORM:

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

ATTEST:

\_\_\_\_\_  
Alicia Gonzales, City Clerk

BY: \_\_\_\_\_  
Herein Called CONTRACTOR

BY: \_\_\_\_\_

\_\_\_\_\_  
Federal Tax I.D. No.

\_\_\_\_\_  
Contractor License Number

\_\_\_\_\_  
DIR Registration Number

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

**Acknowledgment**

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

State of California )

County of \_\_\_\_\_ )

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

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

**ATTACHMENT 2**

**Location Map**

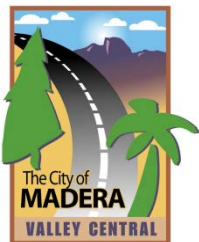
**LOCATION MAP  
BUILDINGS SCHEDULED FOR DEMOLITION**

**PROJECT: OLIVE AVE. WIDENING & RECONSTRUCTION,  
GATEWAY DR TO KNOX ST, PHASE -1**



**CASTILLO PROPERTY (NORTH, 1 & 2)  
1280 E. OLIVE AVENUE  
MADERA, CA 93638**

**CASTILLO PROPERTY (SOUTH, 3 & 4)  
62 S. KNOX STREET  
MADERA, CA 93638**



## REPORT TO CITY COUNCIL

Approved by: *Arnoldo Rodriguez* for the

Council Meeting of: January 15, 2020

Agenda Number: C-1

Department Director  
*Arnoldo Rodriguez*

Arnoldo Rodriguez, City Manager

### SUBJECT:

Public Hearing and Consideration of:

1. A Resolution of the City Council (Council) of the City of Madera, California, 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.
2. A Resolution of the Council of the City, Calling a Special Election and Submitting to the Voters of Annexation No. 7 of the City's CFD 2005-01 Propositions Regarding the Annual Levy of Special Taxes within Annexation No. 7 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. A Special Election of the Qualified Electors of Annexation No. 7 of the City's CFD 2005-01 and Declaration and Certification of the Results Thereof.

Consideration of:

4. 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. 7 to CFD 2005-01.

### RECOMMENDATION:

After reviewing the above-referenced resolutions and accompanying documents, it is recommended that the Council hold the public hearing and, after its close, adopt the resolutions, and conduct the special election. If the election is successful, these actions will result in an annexation of territory into the City's CFD 2005-01.

**SUMMARY:**

At the Council's November 20, 2019 meeting, the Council approved a resolution adopting a boundary map depicting the territory proposed for annexation, and approved a resolution declaring the City's intention to annex the proposed territory into CFD 2005-01.

At tonight's meeting, after the close of the public hearing and adoption of the above-referenced resolutions, if the landowner elects to annex at the special election, the City can proceed with the annexation by adopting a resolution of annexation.

**DISCUSSION:**

On November 16, 2005, by Resolution No. 05-334, the City Council established CFD 2005-01, a Mello Roos Community Facilities District with the intention that future development within the City of Madera (the "City") would annex into this district. The special taxes collected from the property owners within the district are used for the funding of police and fire protection services, storm drain infrastructure maintenance and operations, and park maintenance. Property owner assessments are paid as a component of the property tax collection process. As was originally envisioned with the establishment of the CFD, future residential projects not included in the initial formation process are required to go through an annexation process in order to be included in CFD 2005-01. Projects may be annexed one at a time, or in a group if they are ready at the same time.

The project, Sun Set Ridge, is prepared to proceed with the annexation process into CFD 2005-01. The project includes the development of 22 multi-family residential units on 1.40 acres of land. As with all residential subdivisions, conditions of approval for the subdivision require annexation into CFD 2005-01 prior to recordation of the final subdivision map. This will comprise the seventh annexation. See Attachment 4 for a history of annexations into CFD 2005-01.

**FINANCIAL IMPACT:**

The 2019/20 Fiscal Year CFD 2005-01 assessment for multi-family residential development is approximately \$428.12 per unit. Based on this figure, the estimated annual revenue that will be received by the City (Fund 76650) for all 22 units will be \$9,418.64 per year. Because CFD 2005-01 includes an annual CPI adjustment, this amount will grow over time. The process for annexation is funded by the developer and no General Fund monies are used for this effort.

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

The proposed action is not specifically addressed as part of the plan, is not in conflict with the plan, but rather is sympathetic of the underlying principles of the Vision 2025 Plan.

**ALTERNATIVES:**

The City Council adopted Ordinance C.S. 792 on December 7, 2005, authorizing the levy of a Special Tax within CFD 2005-01 commencing in fiscal year 2006-07 and each year thereafter. The Council could, at its discretion, consider alternative methods for funding the necessary services that are demanded by residential development and supported by CFD 2005-01. Amendment of the ordinance would be required.

**ATTACHMENTS:**

1. Resolution of Annexation
  - Exhibit A – Rate and Method of Apportionment
  - Exhibit B – Ballot
2. Resolution Calling for Election
  - Exhibit A – Ballot
3. Resolution of Results of Election
  - Exhibit A – Statement of Votes Cast
  - Exhibit B – Annexation Map
  - Exhibit C – List of Properties
4. CFD 2005-01 Map

1. Resolution of Annexation

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

**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**

**WHEREAS**, this City Council (Council), on November 20, 2019, adopted Resolution No. 19-198, (hereafter referred to as the “Resolution of Intention”) stating its intention to annex territory to City of Madera Community Facilities District No. 2005-01 (hereafter referred to as “CFD No. 2005-01”), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (hereafter referred to as the “Act”); and

**WHEREAS**, a copy of the Resolution of Intention, which states the authorized services to be provided and financed by CFD No. 2005-01, and a description and map of the proposed boundaries of the territory to be annexed known as Sun Set Ridge (“Annexation No. 7”) to CFD No. 2005-01, is on file with the City Clerk and the provisions thereof are fully incorporated herein by this reference as if fully set forth herein. Annexation No. 7 will consist of 22 multi-family residential units located on the east side of Linden Street; and

**WHEREAS**, on the 15th of January 2020, the Council held a noticed public hearing as required by the Act and the Resolution of Intention relative to the proposed annexation of territory to CFD No. 2005-01; and

**WHEREAS**, at said hearing all interested persons desiring to be heard on all matters pertaining to the annexation of territory to CFD No. 2005-01 and the levy of said special taxes within the area proposed to be annexed were heard and a full and fair hearing was held; and

**WHEREAS**, prior to the time fixed for said hearing, written protests had not been filed against the proposed annexation of territory to CFD No. 2005-01 by (i) 50% or more of the registered voters, or six registered voters, whichever is more, residing in CFD No. 2005-01, or (ii) 50% or more of the registered voters, or six registered voters, whichever is more, residing in the territory proposed to be annexed to CFD No. 2005-01, or (iii) owners of one-half or more of the area of land in the territory proposed to be annexed to CFD No. 2005-01; and

**WHEREAS**, a boundary map for Annexation No. 7 to CFD No. 2005-01 has been filed with the County Recorder of the County of Madera, which map shows the territory to be annexed in these proceedings, and a copy thereof is on file with the City Clerk.

**NOW, THEREFORE, BE IT RESOLVED**, determined and ordered by the City Council for the City of Madera as follows:

1. The above recitals are all true and correct.

2. All prior proceedings taken by this Council with respect to CFD No. 2005-01 and the proposed annexation of territory thereto have been duly considered and are hereby determined to be valid and in conformity with the Act.

3. The description and map of the boundaries of the territory to be annexed to CFD No. 2005-01, on file with the City Clerk are hereby finally approved, are incorporated herein by reference, and shall be included within the boundaries of CFD No. 2005-01, and said territory is hereby annexed to CFD No. 2005-01, subject to voter approval of the levy of the special taxes therein as hereinafter provided.

4. The services which CFD No. 2005-01 is authorized to finance are in addition to those provided in or required for the territory within CFD No. 2005-01 and the territory to be annexed to CFD No. 2005-01 and will not be replacing services already available. A general description of the services to be financed is as follows:

Police protection services and fire protection and suppression services, including but not limited to (i) the costs of contracting services, (ii) equipment, vehicles, ambulances and paramedics, fire apparatus, supplies, (iii) the salaries and benefits of City staff that directly provide police protection services and fire protection and suppression services and other services as defined herein, respectively, and (iv) City overhead costs associated with providing such services within the District. On each July 1 following the Base Year the increases attributed to salaries and benefits shall be calculated and limited to the increase based on the Annual Escalation Factor as provided in the Rate and Method of Apportionment of the Special Taxes. The Special Tax will finance Services that are in addition to those provided in or required for the territory within the District and will not be replacing services already available. The Special Tax provides only partial funding for police and fire services.

Park Maintenance of the City of Madera, including but not limited to, labor, material, administration, personnel, equipment, and utilities necessary to maintain park improvements within the District, including recreational facilities, trees, plant material, sod, irrigation systems, sidewalks, drainage facilities, weed control and other abatements, public restrooms, signs, monuments, and associated appurtenant facilities located within the District.

Storm drainage system maintenance and operations of the City of Madera, including but not limited to, labor, material, administration, personnel, equipment, and utilities necessary to maintain and operate the storm drainage system within the District.

5. It is the intention of this legislative body that, except where funds are otherwise available, a special tax sufficient to pay for said services to be provided in CFD No. 2005-01 and the territory proposed to be annexed as part of Annexation No. 7, secured by recordation of a continuing lien against all non-exempt real property in Annexation No. 7, will be levied annually within the boundaries of Annexation No. 7 from and after the annexation of such property to CFD No. 2005-01. The special taxes shall be those as originally authorized through the formation of CFD No. 2005-01 and adopted by Ordinance of this legislative body, and no changes or modifications are proposed in the special taxes from those as originally set forth and made applicable to CFD No. 2005-01.

For particulars as to the rate and method of apportionment of the proposed special tax (the "RMA"), reference is made to the attached and incorporated Exhibit "A," which sets forth in sufficient detail the method of apportionment to allow each landowner or resident within the Annexation No. 7 to clearly estimate the maximum annual amount that said person will have to pay on said special tax.

6. The provisions of the Resolution of Intention of the City each as heretofore adopted by this Council are by this reference incorporated herein, as if fully set forth herein.

(a) Pursuant to the provisions of the Act, the proposition of the levy of the special tax within Annexation No. 7 shall be submitted to the voters within Annexation No. 7 at a special election called therefor as hereinafter provided. This Council hereby finds that fewer than 12 persons have been registered to vote within Annexation No. 7 for each of the 90 days preceding the close of the hearing heretofore conducted and concluded by this Council for the purposes of these annexation proceedings. Accordingly, and pursuant to Section 53326 of the Act, this Council finds that for purposes of these proceedings the qualified electors are the landowners within Annexation No. 7 and that the vote shall be by said landowners, each having one vote for each acre or portion thereof such landowner owns in Annexation No. 7.

(b) Pursuant to Section 53326 of the Act, the election shall be conducted by mail ballot under section 1340 of the California Elections Code. The Council called a special election to consider the measures described and incorporated as Exhibit "A," which election will be conducted on January 15, 2020 (hereafter referred to as "Election Day"). The City Clerk is the election official to conduct the election and provided each landowner in the territory to be annexed to CFD No. 2005-01, a ballot in the form of Exhibit "B", which form is hereby approved. The City Clerk has accepted the ballots of the qualified electors received prior to 6:00 p.m. on Election Day, whether received by mail or by personal delivery.

(c) This Council hereby further finds that the provision of Section 53326 of the Act requiring a minimum of 90 days to elapse before said election is for the

protection of voters, that the voters have waived such requirement and the date for the election hereinabove specified is established accordingly.

7. This resolution is effective immediately.

\* \* \* \* \*

## EXHIBIT A

### CITY OF MADERA COMMUNITY FACILITIES DISTRICT 2005-01 RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

A Special Tax of Community Facilities District No. 2005-01 of the City of Madera (the "District") shall be levied on all Assessor's Parcels in the District and collected each Fiscal Year commencing Fiscal Year 2006-07 in an amount determined by the City through the application of the rate and method of apportionment of the Special Tax set forth below. All of the real property in the District, unless exempted by law or by the provisions hereof shall be taxed for the purposes, to the extent and in the manner herein provided.

#### A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

**"Acre or Acreage"** means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final subdivision map, other final map, other parcel map, other condominium plan, or functionally equivalent map or instrument recorded in the Office of the County Recorder. The square footage of an Assessor's Parcel is equal to the Acreage multiplied by 43,560.

**"Act"** means the Mello-Roos Community Facilities Act of 1982, being Chapter 2.5, Part 1, Division 2 of Titles of the Government Code of the State of California, as amended, which authorizes the establishment of the District to finance: a) police protection services, and b) fire protection and suppression services, c) park maintenance, d) storm drainage system operation and maintenance and other services as defined herein including but not limited to ambulance and paramedic services.

**"Administrative Expenses"** means the actual or estimated costs incurred by the City as administrator of the District to determine, levy and collect the Special Taxes, including the proportionate amount of the salaries and benefits of City employees whose duties are directly related to administration of the District and the fees of consultants, legal counsel, the costs of collecting installments of the Special Taxes upon the general tax rolls, preparation of required reports; and any other costs required to administer the District as determined by the City.

**"Annual Escalation Factor"** means the greater of the increase in the annual percentage change of the All Urban Consumers Consumer Price Index (CPI) or three percent (3%). The annual CPI used shall be for the area of San Francisco-Oakland-San Jose, CA as reflected in the then-current April update. The annual CPI used shall be as determined by the United States Department of Labor, Bureau of Labor Statistics, and may be obtained through the California Division of

Labor Statistics and Research ([www.dir.ca.gov/dlsr](http://www.dir.ca.gov/dlsr)). If the foregoing index is not available, the District Administrator shall select a reasonably comparable index.

**“Assessor’s Parcel”** means a lot or parcel shown in an Assessor’s Parcel Map with an assigned assessor’s parcel number.

**“Assessor’s Parcel Map”** means an official map of the Assessor of the County designating parcels by assessor’s parcel number.

**“Base Year”** means Fiscal Year ending June 30, 2007.

**“City”** means the City of Madera.

**“Council”** means the City Council of the City of Madera, acting as the legislative body of the District.

**“County”** means the County of Madera, California.

**“Developed Multi-Family Residence”** means all Assessor’s Parcels of Developed Property for which a building permit has been issued for purposes of constructing a residential structure consisting of two or more residential units that share common walls, including but not limited to, duplexes, triplexes, town homes, condominiums, and apartment units.

**“Developed Property”** means all Taxable Property, exclusive of Property Owner Association Property, Non-Residential Property, or Public Property, for which a building permit was issued after January 1, 2005, and prior to May 1st preceding the Fiscal Year in which the Special Tax is being levied.

**“Developed Single-Family Residence”** means all Assessor’s Parcels of Developed Property for which a building permit(s) has been issued for purposes of constructing one single-family residential dwelling unit.

**“District Administrator”** means an official of the City, or designee thereof responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Taxes.

**“District”** means Community Facilities District No. 2005-01 of the City of Madera.

**“Entitled Property”** means an Assessor’s Parcel and/or Lot in the District, which has a Final Map recorded prior to January 1st preceding the Fiscal Year in which the Special Tax is being levied, but for which no building permit has been issued prior to the May 1st preceding the Fiscal Year in which the Special Tax is being levied. The term “Entitled Property” shall apply only to Assessors’ Parcels and/or Lots, which have been subdivided for the purpose of residential development,

excluding any Assessor's Parcel that is designated as a remainder parcel determined by final documents and/or maps available to the District Administrator.

**"Final Map"** means an Assessor's Parcel Map, a final subdivision map, other parcel map, other final map, other condominium plan, or functionally equivalent map that has been recorded in the Office of the County Recorder.

**"Fiscal Year"** means the period starting July 1 and ending on the following June 30.

**"Land Use Class"** means any of the classes listed in Table 1.

**"Lot"** means property within a recorded Final Map identified by a lot number for which a building permit has been issued or may be issued.

**"Maximum Special Tax"** means the maximum Special Tax, determined in accordance with Section C below that can be levied in the District in any Fiscal Year on any Assessor's Parcel.

**"Non-Residential Property"** means all Assessors' Parcels for which a building permit(s) has been issued for a non-residential use and does not contain any residential units as defined under Developed Single Family Residence or Developed Multi-Family Residence.

**"Property Owner Association Property"** means any property within the boundaries of the District that is owned by, or irrevocably dedicated as indicated in an instrument recorded with the County Recorder to a property owner association, including any master or sub- association.

**"Proportionately"** means in a manner such that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Assessor's Parcels within each Land Use Class.

**"Public Property"** means any property within the boundaries of the District that is, at the time of the District formation or at the time of an annexation, expected to be used for rights-of-way, parks, schools or any other public purpose and is owned by or irrevocably offered for dedication to the federal government, the State, the County, the City or any other public agency.

**"Service Costs"** means the estimated and reasonable costs of providing police protection services and fire protection and suppression services, including but not limited to (i) the costs of contracting services, (ii) equipment, vehicles, ambulances and paramedics, fire apparatus, supplies, (iii) the salaries and benefits of City staff that directly provide police protection services and fire protection and suppression services and other services as defined herein, respectively, (iv) City overhead costs associated with providing such services within the District, (v) park maintenance, and (vi) storm drainage system operation and maintenance. On

each July 1 following the Base Year, the increases attributed to salaries and benefits shall be calculated and limited to the increase based on the Annual Escalation Factor. The Special Tax will finance Services that are in addition to those provided in or required for the territory within the District and will not be replacing Services already available. The Special Tax provides only partial funding for police services, fire suppression and protection services, park maintenance, and storm drainage system operation and maintenance.

**“Special Tax”** means the Special Tax to be levied in each Fiscal Year on each Assessor’s Parcel of Taxable Property to find the Special Tax Requirement, and shall include Special Taxes levied or to be levied under Sections C and D, below.

**“Special Tax Requirement”** means that amount required in any Fiscal Year for the District to: (i) pay for Service Costs; (ii) pay reasonable Administrative Expenses; (iii) pay any amounts required to establish or replenish any reserve funds; and (iv) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous Fiscal Year; less any surplus of funds available from the previous Fiscal Year’s Special Tax levy.

**“State”** means the State of California.

**“Property”** means all of the Assessor’s Parcels within the boundaries of the District and any future annexation to the District that are not exempt from the Special Tax pursuant to law or as defined herein.

**“Tax Exempt Property”** means an Assessor’s Parcel not subject to the Special Tax. Tax- Exempt Property includes: (i) Public Property, (ii) Property Owner Association Property, (iii) Non-Residential Property, and (iv) property designated by the City or District Administrator as Tax-Exempt Property.

**“Undeveloped Property”** means for each Fiscal Year, all Assessor’s Parcels of Taxable Property not classified as Developed Property or Entitled Property, including an Assessor’s Parcel that is designated as a remainder parcel and is not identified as potential Public Property by any final documents and/or maps available to the District Administrator.

**“Unit”** means any separate residential dwelling unit in which a person or persons may live, which comprises an independent facility capable of conveyance separate from adjacent residential dwelling units and is not considered to be for commercial or industrial use.

## **B. ASSIGNMENT TO LAND USE CATEGORIES**

Each Fiscal Year using the definitions above, all Taxable Property within the District shall be classified as Developed Property, Entitled Property, or Undeveloped Property. Developed Property shall be further classified as

Developed Single-Family Residence or Developed Multi-Family Residence. Commencing with the Base Year and for each subsequent Fiscal Year, all Taxable Property shall be subject to Special Taxes pursuant to Sections C and D below.

**C. MAXIMUM SPECIAL TAX RATE**

**1. DEVELOPED PROPERTY**

**TABLE 1  
MAXIMUM SPECIAL TAX FOR DEVELOPED PROPERTY  
COMMUNITY FACILITIES DISTRICT No. 2005-01**

Land Use Class	Description	Maximum Special Tax Per Unit <sup>1</sup>
1	Developed Single-Family Residence	\$311 per unit
2	Developed Multi-Family Residence	\$285 per unit
<sup>1</sup> Maximum Special Tax includes Administrative Expenses		

**2. ENTITLED PROPERTY**

**TABLE 2  
MAXIMUM SPECIAL TAX FOR ENTITLED PROPERTY  
COMMUNITY FACILITIES DISTRICT No. 2005-01**

Land Use Class	Description	Maximum Special Tax Per Unit <sup>1</sup>
3	Entitled Property	\$166 per lot
<sup>1</sup> Maximum Special Tax includes Administrative Expenses		

On each July 1 following the Base Year (i.e., July 1, 2007), the Maximum Special Tax Rates in Table 1 and Table 2 shall be increased in accordance with the Annual Escalation Factor.

**3. UNDEVELOPED PROPERTY**

No Special Tax shall be levied on Undeveloped Property.

**4. TAX-EXEMPT PROPERTY**

No Special Tax shall be levied on Tax-Exempt Property.

**5. MULTIPLE LAND USE CLASSES**

In some instances an Assessor's Parcel may contain more than one Land Use Class. The Maximum Special Tax levied on an Assessor's Parcel shall be the sum of the Maximum Special Tax levies that can be imposed on all Land Use Classes located on that Assessor's Parcel.

**D. METHOD OF APPORTIONMENT OF SPECIAL TAXES**

Commencing with Fiscal Year 2006-07, and for each subsequent Fiscal Year, the District Administrator shall calculate the Special Tax Requirement based on the definitions in Section A and levy the Special Tax as follows until the amount of the Special Tax levied equals the Special Tax Requirement. First, the Special Tax shall be levied each Fiscal Year on each Assessor's Parcel of Developed Property Proportionately between Developed Single-Family Residence and Developed Multi-Family Residence up to 100% of the applicable Maximum Special Tax. Second, if the Special Tax Requirement has not been satisfied by the first step, then the Special Tax shall be levied each Fiscal Year on each Assessor's Parcel of Entitled Property up to 100% of the applicable Maximum Special Tax for Entitled Property.

**E. APPEALS**

Any taxpayer that believes that the amount of the Special Tax assigned to an Assessor's Parcel is in error may file a written notice with the District Administrator appealing the levy of the Special Tax. This notice is required to be filed with the District Administrator during the Fiscal Year the error is believed to have occurred. The District Administrator or designee will then promptly review the appeal and, if necessary, meet with the taxpayer. If the District Administrator verifies that the tax should be changed, the Special Tax levy shall be corrected and, if applicable in any case, a refund shall be granted.

**F. EXEMPTIONS**

No Special Tax shall be levied on Non-Residential Property, Undeveloped Property, Property Owner Association Property or Public Property.

**G. MANNER OF COLLECTION**

Special Tax as levied pursuant to Section D above shall be collected in the same manner and at the same time as ordinary ad valorem property taxes; provided, however, that the District Administrator may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner if necessary to meet the financial obligations of the District or as otherwise determined appropriate by the District Administrator.

## **H. TERM OF SPECIAL TAX**

After the establishment of the District, the City Council may reexamine, if deemed necessary by City Council, the necessity of the continuance of the Special Tax through the preparation of a Fiscal Impact Analysis, otherwise the Special Tax shall be levied in perpetuity.

**EXHIBIT B**

**City of Madera**

**Community Facilities District No. 2005-01, (Public Services), Annexation No. 7**

**OFFICIAL BALLOT**

**SPECIAL TAX ANNEXATION ELECTION**

This ballot is for the special landowner election. You must return this ballot in the enclosed envelope to the office of the City Clerk of the City of Madera no later than 6:00 o'clock p.m. on Wednesday, January 15, 2020 either by mail or in person. The City Clerk's office is located at City Hall, 205 W Forth Street, Madera, California, 93637.

To vote, mark in the voting square after the word "YES" or after the word "NO".  
For a list of acceptable marks, please refer to the back of this ballot.

If you wrongly mark, tear, or deface this ballot, return it to the City Clerk of the City of Madera and obtain another.

**BALLOT MEASURE:** Shall the City of Madera, by and for its Community Facilities District No. 2005-01 (Public Services) (the "CFD"), be authorized to levy special taxes within the territory annexed to the CFD pursuant to and as described in the Resolution of Intention of the City of Madera adopted by its Council on November 20, 2019?

**YES:**

**NO:**

By execution in the space provided below, you also confirm your waiver of the time limit pertaining to the conduct of the election and any requirement for notice of election and analysis and arguments with respect to the ballot measure, as such waivers are described and permitted by Section 53326 (a) and 53327 (b) of the California Government Code.

Acres Owned Within Territory Annexed:

Number of Votes:

Property Owner:

Property Owner/ Authorized Representative Signature: \_\_\_\_\_

2. Resolution Calling for Election

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA,  
CALLING A SPECIAL ELECTION AND SUBMITTING TO THE VOTERS OF  
ANNEXATION NO. 7 OF CITY OF MADERA COMMUNITY FACILITIES DISTRICT  
NO. 2005-01 THE PROPOSITION REGARDING THE ANNUAL LEVY OF SPECIAL  
TAXES WITHIN ANNEXATION NO. 7 TO FINANCE POLICE PROTECTION SERVICES,  
FIRE PROTECTION AND SUPPRESSION SERVICES, PARK MAINTENANCE, AND  
STORM DRAINAGE SYSTEM OPERATION AND MAINTENANCE WITHIN THE  
DISTRICT**

**WHEREAS**, pursuant to Section 53325.1 of the California Government Code the City Council (the "City Council") of the City of Madera (hereafter referred to as the "City") has adopted the resolution authorizing the annexation of territory known as Sun Set Ridge (hereafter referred to as "Annexation No. 7") to City of Madera Community Facilities District No. 2005-01, County of Madera, State of California (hereafter referred to as "CFD No. 2005-01"). Annexation No. 7 will consist of 22 multi-family residential units located on the east side of Linden Street; and

**WHEREAS**, by that resolution, the City Council called a special election on the propositions to be submitted to the voters of the territory proposed to be annexed to CFD No. 2005-01 with respect to the levy of special taxes therein for the financing of police protection services, fire protection and suppression services, park maintenance, and storm drainage system operation and maintenance within CFD No. 2005-01; and

**WHEREAS**, pursuant to Section 53326 of the California Government Code, it is necessary that the City Council submit to the voters of Annexation No. 7 the annual levy of special taxes on taxable property within Annexation No. 7; and

**WHEREAS**, the Community Development Director has advised the City Council that the property owners of the subject parcels have reported to the City staff that all of the subject parcels are uninhabited with no voters registered at the subject parcel. City Staff has personally visited the sites and found that there are no occupied dwellings on the subject parcels. Staff has advised the City Council that the annexation area qualifies as uninhabited as there are less than 12 persons registered to vote within Annexation No. 7;

**NOW, THEREFORE, BE IT RESOLVED**, determined and ordered by the City Council for the City of Madera Community Facilities District No. 2005-01, Annexation No. 7 as follows:

1. The City Council finds that: (i) the foregoing recitals are true and correct; (ii) 12 persons have not been registered to vote within the territory to be annexed to CFD No. 2005-01 for each of the 90 days preceding the close of the public hearing on January 15, 2020; (iii) pursuant to Section 53326 of the California Government Code, as a result of the findings set forth in clause (ii) above, the vote in the special election called by this resolution shall be by the

landowners of the territory to be annexed to CFD No. 2005-01, whose property would be subject to the special taxes if they were levied at the time of the election, and each landowner shall have one vote for each acre, or portion thereof, which he or she owns within Annexation No. 7 which would be subject to the proposed special taxes if they were levied at the time of the election; (iv) the owners of all of the land in Annexation No. 7 by written consent (a) waived the time limits set forth in Section 53326 of the California Government Code for holding the election called by this resolution and the election on the propositions, (b) consented to the holding of the election on January 15, 2020, (c) waived notice and mailed notice of the time and date of the election, (d) waived an impartial analysis by the City Attorney of the ballot propositions pursuant to Section 9280 of the California Elections Code and arguments and rebuttals pursuant to Sections 9281 to 9287, inclusive, and 9295 of that Code, and mailing of a statement pursuant to Section 9401 of that Code, and (e) waived a synopsis of the measures to be included in the official ballot for said elections pursuant to Section 12111 of that Code; and (v) the City Clerk (hereafter referred to as the "City Clerk") has consented to the holding of the election on January 15, 2020.

2. The City Council hereby calls and schedules a special election for January 15, 2020, on the proposition of the annual levy of special taxes on taxable property within Annexation No. 7 to CFD No. 2005-01 to finance police protection services, fire protection and suppression services, park maintenance, and storm drainage system operation and maintenance within Annexation No. 7 to CFD No. 2005-01.

3. The proposition to be submitted to the voters of Annexation No. 7 at such special election shall be as follows:

Shall the City of Madera, by and for its Community Facilities District No. 2005-01 (Public Services) (the "CFD"), be authorized to levy special taxes within the territory annexed to the CFD pursuant to and as described in the Resolution of Intention of the City of Madera adopted by its Council on November 20, 2019.

4. Except as otherwise provided in Section 6 hereof, the special election shall be conducted by the City Clerk in accordance with the provisions of the California Elections Code governing mail ballot elections of cities, and in particular the provisions of Division 4 (commencing with Section 4000), of that Code, insofar as they may be applicable.

5. The procedures to be followed in conducting the special election on the proposition with respect to the levy of special taxes on taxable property within Annexation No. 7 to CFD No. 2005-01 to pay for police protection services, fire protection and suppression services, park maintenance, and storm drainage system operation and maintenance within the District:

(a) Pursuant to Section 53326 of the California Government Code, ballots for the Special Election shall be distributed to the qualified electors by the City Clerk by mail or by personal service.

(b) Pursuant to applicable sections of the California Elections Code governing the conduct of mail ballot elections of cities, and in particular Division 4 (commencing with Section 4000) of that Code with respect to election conducted by mail, the City Clerk, or designated official shall mail or deliver to each qualified elector an official ballot in the appropriate form attached hereto as Exhibit "A," and shall also mail or deliver to all such qualified electors a ballot pamphlet and instructions to voter, a return identification envelope addressed to the City Clerk for the return of voted official ballots.

(c) The official ballot to be mailed or delivered by the City Clerk to each landowner-voter shall have printed or typed thereon the name of the landowner-voter and the number of votes to be voted by the landowner-voter and shall have appended to it a certification to be signed by the person voting the official ballot which shall certify that the person signing the certification is the person who voted the official ballot, and if the landowner-voter is other than a natural person, that he or she is an officer of or other person affiliated with the landowner-voter entitled to vote such official ballot, that he or she has been authorized to vote such official ballot on behalf of the landowner-voter, that in voting such official ballot it was his or her intent, as well as the intent of the landowner-voter, to vote all votes to which the landowner-voter is entitled based on its land ownership on the propositions set forth in the official ballot as marked thereon in the voting square opposite each such proposition, and further certifying as to the acreage of the landowner-voter's land ownership within Annexation No. 7 to CFD No. 2005-01.

(d) The return identification envelope mailed or delivered by the City Clerk to each landowner-voter shall have printed or typed thereon the following: (i) the name of the landowner, (ii) the address of the landowner, (iii) a declaration under penalty of perjury stating that the voter is the landowner or the authorized representative of the landowner entitled to vote the enclosed ballot and is the person whose name appears on the identification envelope, (iv) the printed name and signature of the voter, (v) the address of the voter, (vi) the date of signing and place of execution of the declaration, and (vii) a notice that the envelope contains an official ballot and is to be opened only by the City Clerk.

(e) The information to voter form to be delivered by the City Clerk to the landowner-voters shall inform them that the official ballots shall be returned to the City Clerk properly voted as provided thereon and with the certification appended thereto properly completed and signed in the sealed return identification envelope with the certification thereon completed and signed and all other information to be inserted thereon properly inserted by 6:00 p.m. on

the 15th day of January 2020; provided that if all qualified electors have voted, the elections shall be closed with the concurrence of the City Clerk.

(f) Upon receipt of the return identification envelopes, which are returned prior to the voting deadline on the date of the elections, the City Clerk shall canvass the votes cast in the election, and shall file a statement with the City Council as to the results of such canvass and the election on each proposition set forth in the official ballot.

6. This resolution is effective immediately.

\* \* \* \* \*

**EXHIBIT A**

**City of Madera**

**Community Facilities District No. 2005-01, (Public Services), Annexation No. 7**

**OFFICIAL BALLOT**

**SPECIAL TAX ANNEXATION ELECTION**

This ballot is for the special landowner election. You must return this ballot in the enclosed envelope to the office of the City Clerk of the City of Madera no later than 6:00 o'clock p.m. on Wednesday, January 15, 2020 either by mail or in person. The City Clerk's office is located at City Hall, 205 W Forth Street, Madera, California, 93637.

To vote, mark in the voting square after the word "YES" or after the word "NO". For a list of acceptable marks, please refer to the back of this ballot.

If you wrongly mark, tear, or deface this ballot, return it to the City Clerk of the City of Madera and obtain another.

**BALLOT MEASURE:** Shall the City of Madera, by and for its Community Facilities District No. 2005-01 (Public Services) (the "CFD"), be authorized to levy special taxes within the territory annexed to the CFD pursuant to and as described in the Resolution of Intention of the City of Madera adopted by its Council on November 20, 2019?

**YES:**

**NO:**

By execution in the space provided below, you also confirm your waiver of the time limit pertaining to the conduct of the election and any requirement for notice of election and analysis and arguments with respect to the ballot measure, as such waivers are described and permitted by Section 53326 (a) and 53327 (b) of the California Government Code.

Acres Owned Within Territory Annexed:

Number of Votes:

Property Owner:

Property Owner/ Authorized Representative Signature: \_\_\_\_\_

3. Resolution of Results of Election

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

**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. 7  
TO COMMUNITY FACILITIES DISTRICT NO. 2005-01**

**WHEREAS**, the City Council of the City of Madera (the "City Council"), has previously formed a Community Facilities District pursuant to the provisions of the "Mello-Roos Community Facilities Act of 1982", being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California, said Article 3.5 thereof. The existing Community Facilities District being designated as Community Facilities District No. 2005-01 (hereafter referred to as CFD No. 2005-01); and

**WHEREAS**, the City Council initiated proceedings to annex certain territory known as Sun Set Ridge (hereafter referred to as "Annexation No. 7") to Community Facilities District No. 2005-01. Annexation No. 7 will consist of 22 multi-family residential units located on the east side of Linden Street; and

**WHEREAS**, at this time the unanimous consent to the annexation of Annexation No. 7 has been received from the property owner or owners of such territory; and

**WHEREAS**, less than twelve (12) registered voters have resided within the territory of Annexation No. 7 for each of the ninety (90) days preceding January 15, 2020, therefore, pursuant to the Act the qualified electors of Annexation No. 7 shall be the "landowners" of Annexation No. 7 as such term is defined in Government Code Section 53317(f) and each such landowner who is the owner of record, or the authorized representative thereof, shall have one vote for each acre or portion of an acre of land that she or he owns within Annexation No. 7; and

**WHEREAS**, the time limit specified by the Act for conducting an election to submit the levy of the special taxes on the property within Annexation No. 7 to the qualified electors of Annexation No. 7 and the requirements for impartial analysis and ballot arguments have been waived with the unanimous consent of the qualified electors of Annexation No. 7; and

**WHEREAS**, the City Clerk of the City of Madera has caused ballots to be distributed to the qualified electors of Annexation No. 7, has received and canvassed such ballots and made a report to the City Council regarding the results of such canvas, a copy of which is attached as Exhibit A hereto and incorporated herein by this reference; and

**WHEREAS**, at this time the measures voted upon did receive the favorable 2/3's vote of the qualified electors, and the City Council desires to declare the results of the election; and

**WHEREAS**, a map showing the territory to be annexed and designated as Annexation No. 7 (hereafter referred to as the "Annexation Map"), a copy of which is attached as Exhibit B hereto and incorporated herein by this reference, and a list of Assessor Parcel Numbers and landowners, a copy of which is attached as Exhibit C hereto and incorporated herein by this reference, has been submitted to the City Council.

**NOW, THEREFORE, BE IT RESOLVED**, determined and ordered by the City Council for the City of Madera Community Facilities District No. 2005-01, Annexation No. 7 as follows:

1. The above recitals are all true and correct.
2. This City Council does hereby determine as follows:
  - (a) The unanimous consent to the annexation of Annexation No. 7 to CFD No. 2005-01 has been given by all of the owners within Annexation No. 7 and such consent shall be kept on file in the Office of the City Clerk.
  - (b) Less than twelve (12) registered voters have resided within the territory of Annexation No. 7 for each of the ninety (90) days preceding January 15, 2020, therefore, pursuant to the Act the qualified electors of Annexation No. 7 shall be the "landowners" of such Annexation No. 7 as such term is defined in Government Code Section 53317(f).
  - (c) The qualified electors of Annexation No. 7 have unanimously voted in favor of the levy of special taxes within Annexation No. 7 upon its annexation to CFD No. 2005-01.
3. The boundaries and parcels of territory within Annexation No. 7 and on which special taxes will be levied in order to pay for the costs and expenses of authorized public services are shown on the Annexation Map as submitted to and hereby approved by this City Council.
4. The City Council does hereby determine and declare that Annexation No. 7 is now added to and becomes a part of CFD No. 2005-01. The City Council, acting as the legislative body of CFD No. 2005-01, is hereby empowered to levy the authorized special tax within Annexation No. 7.
5. Immediately upon adoption of this Resolution, notice shall be given as follows:

An Amendment No. 7 to the Amended Notice of Special Tax Lien shall be recorded in the Office of the County Recorder no later than fifteen (15) days after the date of adoption of this Resolution.
6. This resolution is effective immediately.



# Exhibit B Annexation Map

SHEET 1 OF 1

## ANNEXATION MAP NO. 7 COMMUNITY FACILITIES DISTRICT NO. 2005-01

CITY OF MADERA  
COUNTY OF MADERA  
STATE OF CALIFORNIA



FILED IN THE OFFICE OF THE CITY CLERK THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF ANNEXATION MAP NO. 7 OF COMMUNITY FACILITIES DISTRICT NO. 2005-01, CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF MADERA AT A REGULAR MEETING THEREOF, HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_, BY ITS RESOLUTION NO. \_\_\_\_\_.

CITY CLERK  
CITY OF MADERA

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_, AT THE HOUR OF \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M IN BOOK \_\_\_\_\_ PAGE(S) \_\_\_\_\_ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICT AND INSTRUMENT NO. \_\_\_\_\_ IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF MADERA, STATE OF CALIFORNIA.

COUNTY RECORDER  
COUNTY OF MADERA  
STATE OF CALIFORNIA

FEE WAIVED PER SECTIONS 27383 & 27385 (a)(2)(D) OF THE GOVERNMENT CODE.

REFERENCE IS MADE TO THAT BOUNDARY OF COMMUNITY FACILITIES DISTRICT NO. 2005-01 OF THE CITY OF MADERA RECORDED WITH THE MADERA COUNTY RECORDER'S OFFICE ON OCTOBER 7, 2005 IN BOOK 4 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICT ON PAGES 42 THROUGH 45.

THE LINES AND DIMENSIONS OF EACH LOT OR PARCEL SHOWN ON THIS DIAGRAM SHALL BE THOSE LINES AND DIMENSIONS AS SHOWN ON THE MADERA COUNTY ASSESSOR'S MAPS FOR THOSE PARCELS LISTED.

THE MADERA COUNTY ASSESSOR'S MAP SHALL GOVERN FOR ALL DETAIL CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.

**Legend**

- Annexation Parcel
- 1 Map Reference Number

1 in = 83 feet

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	006-360-042

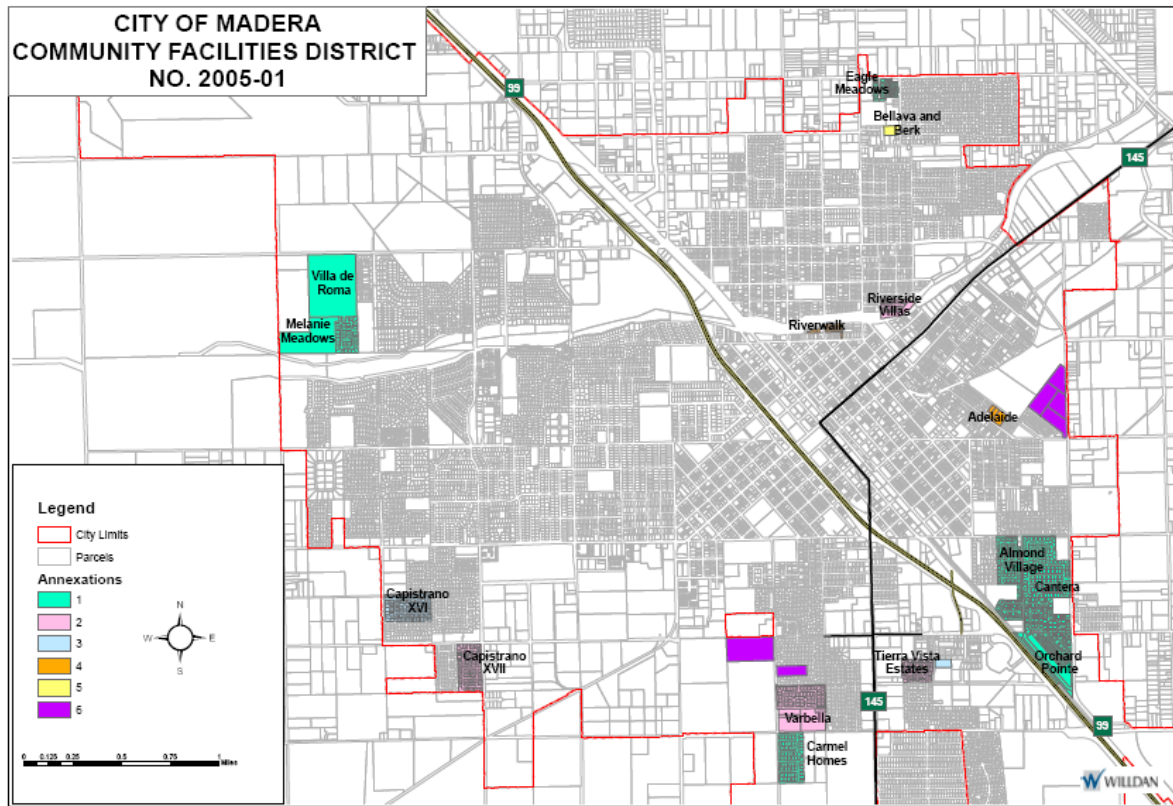


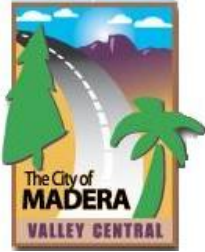
**Exhibit C**  
**List of Assessor Parcel Numbers and Landowners**

**APN**  
006-360-042-000

**Landowner**  
Tommy Lee Jarrell

# 4. CFD 2005-01 Map





## REPORT TO CITY COUNCIL

**Approved By:**

Council Meeting of: January 15, 2020

\_\_\_\_\_  
Department Director

Agenda Number:     C-2    

*Arnoldo Rodriguez*  
\_\_\_\_\_  
Arnoldo Rodriguez, City Manager

**SUBJECT:** Intent Meeting and Consideration of:

1. A Resolution Adopting a Boundary Map Showing the Territory Proposed for Annexation to City of Madera Community Facilities District No. 2005-01.

And

2. A Resolution Declaring the City's Intention to Authorize the Annexation of Territory into City of Madera Community Facilities District No. 2005-01.

**RECOMMENDATION:**

After reviewing the above-referenced resolutions and accompanying documents, it is recommended that the City Council (Council) adopt Resolutions so that the territory proposed for annexation into the City's Community Facilities District (CFD) 2005-01 can proceed to completion.

**SUMMARY:**

The attached Resolutions will begin the proceedings for the annexation of the development project known as Rancho Santa Fe (the "Project") into Community Facilities District 2005-01 (the "CFD 2005-01"). The conditions of approval for the Project require it to annex into CFD 2005-01, which was established as an annexable district to provide funding to offset the increased cost for public safety, open space, and parks maintenance created by new development.

**DISCUSSION:**

In 2005, by Resolution No. 05-334, the Council established CFD 2005-01, a Mello Roos Community Facilities District with the intention that future development within the City would annex into this district. The special taxes collected from the property owners within the district are used for the funding of police and fire protection services, storm drain infrastructure maintenance and operations, and park maintenance. Property owner assessments are paid as a component of the

property tax collection process. As was originally envisioned with the establishment of the CFD, future residential projects not included in the initial formation process are required to go through an annexation process in order to be included in CFD 2005-01. Projects may be annexed one at a time, or in a group if they are ready at the same time.

One Project makes up Annexation No. 8. Rancho Santa Fe is owned by KB Home South Bay, Inc. The Project includes the development of approximately 182 single family residential lots. The boundaries of the Project consist of the area within assessor's parcel number 006-380-027 and 006-380-028 as depicted on Attachment 1.

<i>Project Name</i>	<i>Owner</i>	<i>Lots</i>	<i>Location</i>
Rancho Santa Fe	KB Home South Bay, Inc	182	W. Cleveland Ave.

The two attached Resolutions represent the first steps that must be taken in the annexation process. The first resolution adopts a boundary map depicting the territory that is proposed for annexation. The second resolution declares the City's intention to annex the proposed territory into CFD 2005-01. The resolution also establishes February 19, 2020, as the public hearing date for the final consideration of the annexation of the property into CFD 2005-01. See Attachment 1 to view a map of the subdivision. As with all residential subdivisions, conditions of approval for the subdivision require annexation into CFD 2005-01 prior to recordation of the final subdivision map. This will comprise the eighth annexation. Worth noting is that during Fiscal Year 2019-2020, 828 single family units have annexed into the CFD while 54 multi-family units have as well. Refer to Attachment 2 for a history of annexations into CFD 2005-01.

**FINANCIAL IMPACT:**

The 2019/20 Fiscal Year CFD 2005-01 assessment for single family residential development is approximately \$467.18 per home. Based on this figure, the estimated annual revenue that will be received by the City (Fund 76650) for all 182 homes in Annexation No. 8 will be \$85,026.76 annually. Because CFD 2005-01 includes an annual CPI adjustment, this amount will grow over time. The process for annexation is funded by the developer and no General Fund monies are used for this effort.

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

The proposed action is not specifically addressed as part of the plan, is not in conflict with the plan, but rather is sympathetic of the underlying principles of the Vision 2025 Plan.

**ALTERNATIVES:**

The Council adopted Ordinance C.S. 792, which established the district and its special tax structure, on December 7, 2005. The Council could, at its discretion, consider alternative methods for funding the necessary services that are demanded by residential development and supported by CFD 2005-01. Amendment of the ordinance would be required.

**ATTACHMENTS:**

1. Resolution Adopting a Boundary Map
2. Resolution Declaring Intent to Annex
3. CFD 2005-01 Annexation Map No. 8
4. CFD 2005-01 Boundary Map
5. Rate and Method of Apportionment

1. Resolution Adopting a Boundary Map

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA,  
ADOPTING A BOUNDARY MAP SHOWING TERRITORY PROPOSED FOR  
ANNEXATION TO CITY OF MADERA COMMUNITY FACILITIES DISTRICT NO. 2005-  
01**

**WHEREAS**, the City Council of the City of Madera, California, (“City Council”), formed a Community Facilities District, designated as Community Facilities District No. 2005-01 (hereafter referred to as “CFD No. 2005-01”), pursuant to the terms and provisions of the “Mello-Roos Community Facilities Act of 1982”, being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (the “Act”); and

**WHEREAS**, the City Council desires to initiate proceedings to annex the territory known as Rancho Santa Fe (“Annexation No. 8”) to CFD No. 2005-01. Annexation No. 8 will consist of 182 residential lots located on the corner of Avenue 16 and Cleveland Avenue. and,

**WHEREAS**, there has been submitted a map attached as Exhibit A showing the territory proposed to be annexed to CFD No. 2005-01, said area to be designated as Community Facilities District No. 2005-01, Annexation No. 8 (hereafter referred to as “Annexation No. 8”).

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA DOES HEREBY RESOLVE AS FOLLOWS:**

**SECTION 1.** Recitals. The above recitals are all true and correct.

**SECTION 2.** Annexation Map. The map showing Annexation No. 8 and to be subject to the levy of a special tax by CFD No. 2005-01 upon the annexation of such territory to CFD No. 2005-01 is hereby approved and adopted. Such map is designated by the name of “Annexation No. 8 to City of Madera Community Facilities District No. 2005-01.”

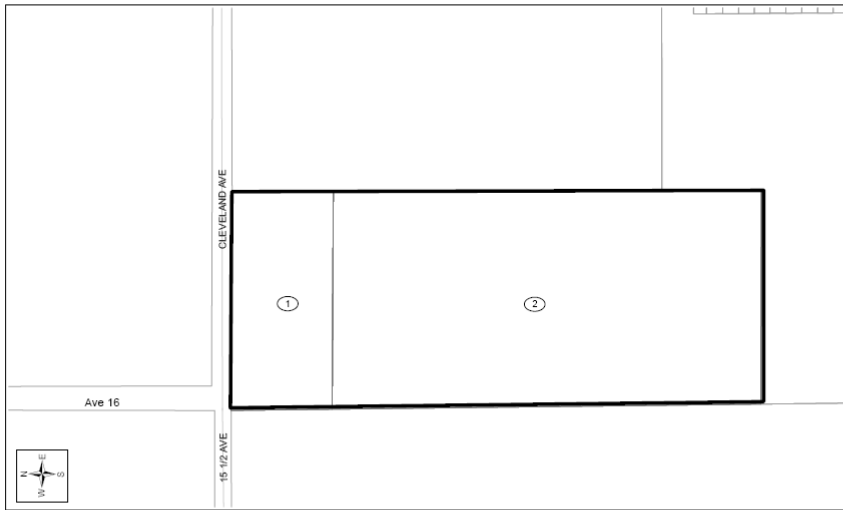
**SECTION 3.** Certificate. A certificate shall be endorsed on the original and on at least one (1) copy of the map of Annexation No. 8, evidencing the date and adoption of this Resolution, and within fifteen days after the adoption of the Resolution fixing the time and place of the Public Hearing on the intention to annex Annexation No. 8 to CFD No. 2005-01, a copy of said map shall be filed with the correct and proper endorsements thereon with County Recorder, all in the manner and form provided for in Section 3111 of the Streets and Highways Code of the State California.

# EXHIBIT A

SHEET 1 OF 1

## ANNEXATION MAP NO. 8 COMMUNITY FACILITIES DISTRICT NO. 2005-01

CITY OF MADERA  
COUNTY OF MADERA  
STATE OF CALIFORNIA



FILED IN THE OFFICE OF THE CITY CLERK THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF ANNEXATION MAP NO. 8 OF COMMUNITY FACILITIES DISTRICT NO. 2005-01, CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF MADERA AT A REGULAR MEETING, THEREOF, HELD ON THE DAY OF \_\_\_\_\_, 20\_\_, BY ITS RESOLUTION NO. \_\_\_\_\_.

CITY CLERK  
CITY OF MADERA

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ AT THE HOUR OF \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M. IN BOOK \_\_\_\_\_ PAGE(S) \_\_\_\_\_ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICT AND INSTRUMENT NO. \_\_\_\_\_ IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF MADERA, STATE OF CALIFORNIA.

COUNTY RECORDER  
COUNTY OF MADERA  
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY OF COMMUNITY FACILITIES DISTRICT NO. 2005-01 OF THE CITY OF MADERA RECORDED WITH THE MADERA COUNTY RECORDERS OFFICE ON OCTOBER 7, 2005, IN BOOK 4 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICT ON PAGES 42 THROUGH 45.

THE LINES AND DIMENSIONS OF EACH LOT OR PARCEL SHOWN ON THIS DIAGRAM SHALL BE THOSE LINES AND DIMENSIONS AS SHOWN ON THE MADERA COUNTY ASSESSOR'S MAPS FOR THOSE PARCELS LISTED.

THE MADERA COUNTY ASSESSOR'S MAP SHALL GOVERN FOR ALL DETAIL CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.

### Legend

- Annexation Parcels
- Map Reference Number

1 in = 200 feet

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	006-380-027
2	006-380-028



2. Resolution Declaring Intent to Annex

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, DECLARING ITS INTENTION TO ANNEX TERRITORY (RANCHO SANTA FE) TO A COMMUNITY FACILITIES DISTRICT AND TO AUTHORIZE THE LEVY OF SPECIAL TAXES THEREIN, THE CITY OF MADERA COMMUNITY FACILITIES DISTRICT NO. 2005-01 (PUBLIC SERVICES) ANNEXATION NO. 8**

**WHEREAS**, the City Council of the City of Madera has conducted proceedings to establish Community Facilities District No. 2005-01 (Public Services) (the "CFD") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing at Section 53311, of the California Government Code; and

**WHEREAS**, under the Act, the City Council, as the legislative body for the CFD, is empowered with the authority to annex territory to the CFD, and now desires to undertake proceedings to annex the territory known as Rancho Santa Fe ("Annexation No. 8") to the CFD. Annexation No. 8 will consist of 182 residential lots located on the corner of Avenue 16 and Cleveland Avenue.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA, HEREBY RESOLVES:**

**SECTION 1.** This Council hereby finds and determines that public convenience and necessity require that territory be added to the CFD.

**SECTION 2.** The name of the existing CFD is "Community Facilities District No. 2005-01 (Public Services)".

**SECTION 3.** The territory included in the existing CFD is as shown on the map thereof filed in the office of the County Recorder, County of Madera State of California, to which map reference is hereby made which have been filed with the Madera County Recorder's Office.

The territory now proposed to be annexed to the CFD is as shown on the Boundary Map of Annexation No. 8 to the CFD, on file with the City Clerk, a copy of which is attached hereto as Exhibit "A" and made a part hereof, the boundaries of which territory are hereby preliminarily approved. The City Clerk is hereby directed to cause the recordation of said Boundary Map of Annexation No. 8 to the CFD, showing the territory to be annexed, in the Office of the County Recorder of the County of Madera within fifteen days of the date of adoption of this resolution.

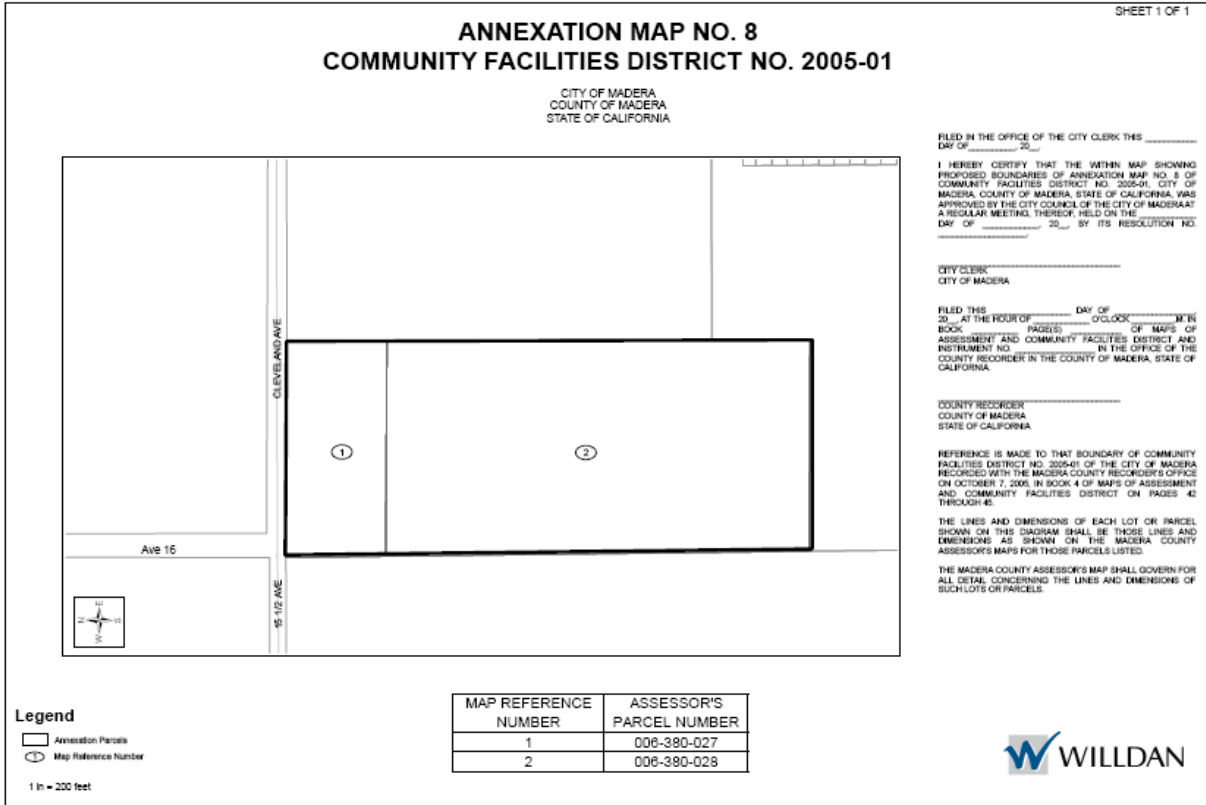
**SECTION 4.** The types of public services financed by the CFD and pursuant to the Act consist of those services (the "Services") described in Exhibit A to Resolution No. 05-334 adopted by the Council on the 16<sup>th</sup> day of November 2005 (the "Resolution of Formation"). It is presently intended that the Services will be shared, without preference or priority, by the existing territory in the CFD and the territory proposed to be annexed to the CFD.

**SECTION 5.** Except to the extent that funds are otherwise available to the CFD to pay for the Services and/or the principal and interest as it becomes due on bonds of the CFD issued to finance the Services, a special tax sufficient to pay the costs thereof is intended to be levied annually within the CFD, and collected in the same manner as ordinary ad valorem property taxes. The proposed rate and method of apportionment of the special tax among the parcels of real property within the CFD, as now in existence and following the annexation proposed herein, and in sufficient detail to allow each landowner within the territory proposed to be annexed to the CFD to estimate the maximum amount such owner will have to pay, is described in Exhibit B, which is hereby incorporated by this reference.

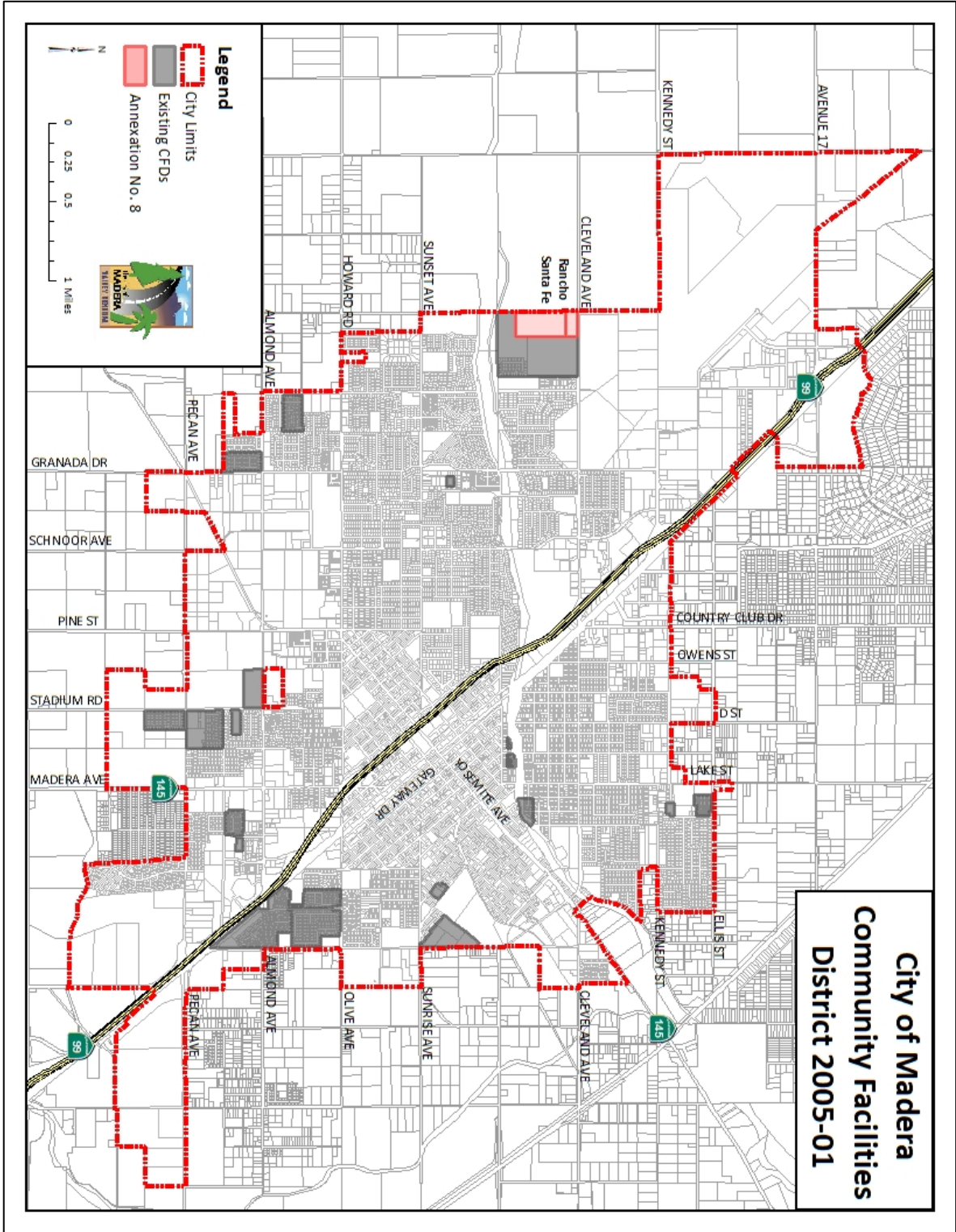
**SECTION 6.** Notice is given that on February 19, 2020, at 6:00 p.m., in the regular meeting place of this Council, being the City Council Chambers, located at 205 W. 4<sup>th</sup> St, Madera, California, the Council, as legislative body for the CFD, will conduct a public hearing on the annexation of territory to the CFD and consider and finally determine whether the public interest, convenience and necessity require said annexation of territory to the CFD and the levy of said special tax therein.

**SECTION 7.** The City Clerk is hereby directed to cause notice of said public hearing to be given by publication one time in a newspaper of general circulation in the area of the CFD. The publication of said notice shall be completed at least seven days before the date herein set for said hearing. Said notice shall be substantially in the form specified in Section 53339.4 of the Act. The City Clerk shall also cause a copy of the Resolution of Annexation, or a notice thereof, to be mailed to each landowner (and to each registered voter, if any) within the territory proposed to be annexed, which resolution or notice shall be mailed at least fifteen days before the date of said hearing.

### 3. CFD 2005-01 Annexation Map No. 8



### 4. CFD 2005-01 Boundary Map



## 5. Rate and Method of Apportionment

### RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

A Special Tax of Community Facilities District No. 2005-01 of the City of Madera (the "District") shall be levied on all Assessor's Parcels in the District and collected each Fiscal Year commencing Fiscal Year 2006-07 in an amount determined by the City through the application of the rate and method of apportionment of the Special Tax set forth below. All of the real property in the District, unless exempted by law or by the provisions hereof shall be taxed for the purposes, to the extent and in the manner herein provided.

#### DEFINITIONS

The terms hereinafter set forth have the following meanings:

**"Acre or Acreage"** means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final subdivision map, other final map, other parcel map, other condominium plan, or functionally equivalent map or instrument recorded in the Office of the County Recorder. The square footage of an Assessor's Parcel is equal to the Acreage multiplied by 43,560.

**"Act"** means the Mello-Roos Community Facilities Act of 1982, being Chapter 2.5, Part 1, Division 2 of Titles of the Government Code of the State of California, as amended, which authorizes the establishment of the District to finance: a) police protection services, and b) fire protection and suppression services, c) park maintenance, d) storm drainage system operation and maintenance and other services as defined herein including but not limited to ambulance and paramedic services.

**"Administrative Expenses"** means the actual or estimated costs incurred by the City as administrator of the District to determine, levy and collect the Special Taxes, including the proportionate amount of the salaries and benefits of City employees whose duties are directly related to administration of the District and the fees of consultants, legal counsel, the costs of collecting installments of the Special Taxes upon the general tax rolls, preparation of required reports; and any other costs required to administer the District as determined by the City.

**"Annual Escalation Factor"** means the greater of the increase in the annual percentage change of the All Urban Consumers Consumer Price Index (CPI) or three percent (3%). The annual CPI used shall be for the area of San Francisco-Oakland-San Jose, CA as reflected in the then-current April update. The annual CPI used shall be as determined by the United States Department of Labor, Bureau of Labor Statistics, and may be obtained through the California Division of Labor Statistics and Research ([www.dir.ca.gov/dlsr](http://www.dir.ca.gov/dlsr)). If the foregoing index is not available, the District Administrator shall select a reasonably comparable index.

**“Assessor’s Parcel”** means a lot or parcel shown in an Assessor’s Parcel Map with an assigned assessor’s parcel number.

**“Assessor’s Parcel Map”** means an official map of the Assessor of the County designating parcels by assessor’s parcel number.

**“Base Year”** means Fiscal Year ending June 30, 2007.

**“City”** means the City of Madera.

**“Council”** means the City Council of the City of Madera, acting as the legislative body of the District. **“County”** means the County of Madera, California.

**“Developed Multi-Family Residence”** means all Assessor’s Parcels of Developed Property for which a building permit has been issued for purposes of constructing a residential structure consisting of two or more residential units that share common walls, including but not limited to, duplexes, triplexes, town homes, condominiums, and apartment units.

**“Developed Property”** means all Taxable Property, exclusive of Property Owner Association Property, Non-Residential Property, or Public Property, for which a building permit was issued after January 1, 2005, and prior to May 1st preceding the Fiscal Year in which the Special Tax is being levied.

**“Developed Single-Family Residence”** means all Assessor’s Parcels of Developed Property for which a building permit(s) has been issued for purposes of constructing one single-family residential dwelling unit.

**“District Administrator”** means an official of the City, or designee thereof responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Taxes.

**“District”** means Community Facilities District No. 2005-01 of the City of Madera.

**“Entitled Property”** means an Assessor’s Parcel and/or Lot in the District, which has a Final Map recorded prior to January 1st preceding the Fiscal Year in which the Special Tax is being levied, but for which no building permit has been issued prior to the May 1st preceding the Fiscal Year in which the Special Tax is being levied. The term **“Entitled Property”** shall apply only to Assessors’ Parcels and/or Lots, which have been subdivided for the purpose of residential development, excluding any Assessor’s Parcel that is designated as a remainder parcel determined by final documents and/or maps available to the District Administrator.

**“Final Map”** means an Assessor’s Parcel Map, a final subdivision map, other parcel map, other

final map, other condominium plan, or functionally equivalent map that has been recorded in the Office of the County Recorder.

**“Fiscal Year”** means the period starting July 1 and ending on the following June 30.

**“Land Use Class”** means any of the classes listed in Table 1.

**“Lot”** means property within a recorded Final Map identified by a lot number for which a building permit has been issued or may be issued.

**“Maximum Special Tax”** means the maximum Special Tax, determined in accordance with Section C below that can be levied in the District in any Fiscal Year on any Assessor’s Parcel.

**“Non-Residential Property”** means all Assessors’ Parcels for which a building permit(s) has been issued for a non-residential use and does not contain any residential units as defined under Developed Single Family Residence or Developed Multi-Family Residence.

**“Property Owner Association Property”** means any property within the boundaries of the District that is owned by, or irrevocably dedicated as indicated in an instrument recorded with the County Recorder to a property owner association, including any master or sub- association.

**“Proportionately”** means in a manner such that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Assessor’s Parcels within each Land Use Class.

**“Public Property”** means any property within the boundaries of the District that is, at the time of the District formation or at the time of an annexation, expected to be used for rights-of-way, parks, schools or any other public purpose and is owned by or irrevocably offered for dedication to the federal government, the State, the County, the City or any other public agency.

**“Service Costs”** means the estimated and reasonable costs of providing police protection services and fire protection and suppression services, including but not limited to (i) the costs of contracting services, (ii) equipment, vehicles, ambulances and paramedics, fire apparatus, supplies, (iii) the salaries and benefits of City staff that directly provide police protection services and fire protection and suppression services and other services as defined herein, respectively, (iv) City overhead costs associated with providing such services within the District, (v) park maintenance, and (vi) storm drainage system operation and maintenance. On each July 1 following the Base Year, the increases attributed to salaries and benefits shall be calculated and limited to the increase based on the Annual Escalation Factor. The Special Tax will finance Services that are in addition to those provided in or required for the territory within the District and will not be replacing Services already available. The Special Tax provides only partial finding for police services, fire suppression and protection services, park maintenance, and storm drainage system operation and maintenance.

**“Special Tax”** means the Special Tax to be levied in each Fiscal Year on each Assessor’s Parcel of Taxable Property to find the Special Tax Requirement, and shall include Special Taxes levied or to be levied under Sections C and D, below.

**“Special Tax Requirement”** means that amount required in any Fiscal Year for the District to: (i) pay for Service Costs; (ii) pay reasonable Administrative Expenses; (iii) pay any amounts required to establish or replenish any reserve funds; and (iv) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous Fiscal Year; less any surplus of funds available from the previous Fiscal Year’s Special Tax levy.

**“State”** means the State of California.

**“Property”** means all of the Assessor’s Parcels within the boundaries of the District and any future annexation to the District that are not exempt from the Special Tax pursuant to law or as defined herein.

**“Tax Exempt Property”** means an Assessor’s Parcel not subject to the Special Tax. Tax- Exempt Property includes: (i) Public Property, (ii) Property Owner Association Property, (iii) Non-Residential Property, and (iv) property designated by the City or District Administrator as Tax-Exempt Property.

**“Undeveloped Property”** means, for each Fiscal Year, all Assessor’s Parcels of Taxable Property not classified as Developed Property or Entitled Property, including an Assessor’s Parcel that is designated as a remainder parcel and is not identified as potential Public Property by any final documents and/or maps available to the District Administrator means any separate residential dwelling unit in which a person or persons may live, which comprises an independent facility capable of conveyance separate from adjacent residential dwelling units and is not considered to be for commercial or industrial use.

## **ASSIGNMENT TO LAND USE CATEGORIES**

Each Fiscal Year using the definitions above, all Taxable Property within the District shall be classified as Developed Property, Entitled Property, or Undeveloped Property. Developed Property shall be further classified as Developed Single-Family Residence or Developed Multi-Family Residence. Commencing with the Base Year and for each subsequent Fiscal Year, all Taxable Property shall be subject to Special Taxes pursuant to Sections C and D below.

## 1. DEVELOPED PROPERTY

**TABLE 1**  
**MAXIMUM SPECIAL TAX FOR DEVELOPED PROPERTY**  
**COMMUNITY FACILITIES DISTRICT NO. 2005-01**

Land Use Class	Description	Maximum Special Tax Per Unit <sup>1</sup>
1	Developed Single-Family Residence	\$311 per unit
2	Developed Multi-Family Residence	\$285 per unit
<sup>1</sup> Maximum Special Tax includes Administrative Expenses		

## 2. ENTITLED PROPERTY

**TABLE 2**  
**MAXIMUM SPECIAL TAX FOR ENTITLED PROPERTY**  
**COMMUNITY FACILITIES DISTRICT NO. 2005-01**

Land Use Class	Description	Maximum Special Tax Per Unit <sup>1</sup>
3	Entitled Property	\$166 per lot
<sup>1</sup> Maximum Special Tax includes Administrative Expenses		

On each July 1 following the Base Year (i.e., July 1, 2007), the Maximum Special Tax Rates in Table 1 and Table 2 shall be increased in accordance with the Annual Escalation Factor.

## 3. UNDEVELOPED PROPERTY

No Special Tax shall be levied on Undeveloped Property.

## 4. TAX-EXEMPT PROPERTY

No Special Tax shall be levied on Tax-Exempt Property.

## 5. MULTIPLE LAND USE CLASSES

In some instances an Assessor's Parcel may contain more than one Land Use Class. The Maximum Special Tax levied on an Assessor's Parcel shall be the sum of the Maximum Special Tax levies that can be imposed on all Land Use Classes located on that Assessor's Parcel.

### **METHOD OF APPORTIONMENT OF SPECIAL TAXES**

Commencing with Fiscal Year 2006-07, and for each subsequent Fiscal Year, the District Administrator shall calculate the Special Tax Requirement based on the definitions in Section A and levy the Special Tax as follows until the amount of the Special Tax levied equals the Special Tax Requirement. First, the Special Tax shall be levied each Fiscal Year on each Assessor's Parcel of Developed Property Proportionately between Developed Single-Family Residence and Developed Multi-Family Residence up to 100% of the applicable Maximum Special Tax. Second, if the Special Tax Requirement has not been satisfied by the first step, then the Special Tax shall be levied each Fiscal Year on each Assessor's Parcel of Entitled Property up to 100% of the applicable Maximum Special Tax for Entitled Property.

### **APPEALS**

Any taxpayer that believes that the amount of the Special Tax assigned to an Assessor's Parcel is in error may file a written notice with the District Administrator appealing the levy of the Special Tax. This notice is required to be filed with the District Administrator during the Fiscal Year the error is believed to have occurred. The District Administrator or designee will then promptly review the appeal and, if necessary, meet with the taxpayer. If the District Administrator verifies that the tax should be changed, the Special Tax levy shall be corrected and, if applicable in any case, a refund shall be granted.

### **EXEMPTIONS**

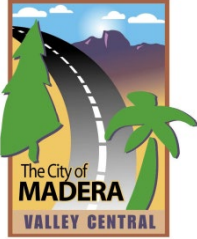
No Special Tax shall be levied on Non-Residential Property, Undeveloped Property, Property Owner Association Property or Public Property.

### **MANNER OF COLLECTION**

Special Tax as levied pursuant to Section D above shall be collected in the same manner and at the same time as ordinary ad valorem property taxes; provided, however, that the District Administrator may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner if necessary to meet the financial obligations of the District or as otherwise determined appropriate by the District Administrator.

### **TERM OF SPECIAL TAX**

After the establishment of the District, the City Council may reexamine, if deemed necessary by City Council, the necessity of the continuance of the Special Tax through the preparation of a Fiscal Impact Analysis, otherwise the Special Tax shall be levied in perpetuity.



## REPORT TO CITY COUNCIL

### Groundwater Sustainability Agency

**Approved by:**

Keith Helmuth, Department Director

Arnaldo Rodriguez, City Manager

**Council Meeting of:** January 15, 2020

**Agenda Number:**  D-1

**SUBJECT:**

Consideration of a Resolution Approving the Madera Subbasin Coordination Agreement (Agreement) and Designation of GSA Representative (Representative) and Alternate Representative (Alternate) to the Coordination Workgroup (Workgroup)

**RECOMMENDATION:**

Staff recommends that the City Council (Council):

1. Adopt Resolution No. \_\_\_\_\_ approving the Madera Subbasin Coordination Agreement and designating a Representative and Alternate to the Coordination Workgroup

**SUMMARY:**

The City of Madera (City) is one of seven agencies that have established a Groundwater Sustainability Agency (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 Groundwater Sustainability Plan (GSP).

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.

Because all seven GSAs did not choose to participate in preparing a Joint GSP, SGMA requires that an Agreement be prepared.

## **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. Once adopted by all four GSAs, the GSP will be jointly submitted to California Department of Water Resources (DWR) by January 31, 2020 for review and approval. The City of Madera adopted the Madera Subbasin Joint GSP on December 18, 2019. Following approval by the DWR, the GSP will govern sustainable groundwater management actions within each GSA's jurisdictional boundaries located in the Madera Subbasin.

### *Agreement*

The Agreement, as drafted, does not seek to add any provisions that are not specifically already included within SGMA.

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 addresses cost sharing as it relates to the Point of Contact and the Data Management System (DMS).

- Point of Contact cost shall be allocated based on how the effort associated with that cost addresses individual GSAs or groups of GSAs. If an effort is not somehow related to a GSA, that GSA will not be billed for that cost.
- DMS cost is anticipated to be split between two subbasins, the Madera Subbasin and the Chowchilla Subbasin and then divided again by seven based on the number of GSAs within the Madera Subbasin.

Since the update provided to Council on December 18, 2019, additional language has been added to the Agreement that indicates the cost sharing provisions relative to this Agreement (Point of Contact and Data Management System expenses) shall be reevaluated on or before January 31, 2022 to determine if allocations are equitable.

To date, there are two apparent objections to certain language within the Agreement from one GSA. One of those objections relates to how allocations will be distributed. As an alternative, that GSA has proposed that DMS be paid as a proportionate share based on number of acres within a district in some combination with the number of wells. For this particular objection, staff believes that the share proposed in the attached Agreement is fair as the City of Madera or any other GSA would be required to prepare and/or fund its own DMS at full cost if not a party to this Agreement

as proposed. The other objection appears from staff perspective that the ability of a GSA to withdraw from its responsibilities may be eased at the expense of the other GSAs.

At the City Council meeting of December 18, 2019, the language within the Agreement had not been fully approved by all seven GSAs. At the time this staff report was completed, the language still had not been fully approved by all seven GSAs as seen above. It continues to be the hope of staff 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.

As a result of the inability to secure an agreement that can be agreed to by all GSAs, has been scheduled with DWR for January 13 to discuss next steps. The meeting had not occurred prior to completion of this staff report.

The most recent draft of this Agreement is included as Attachment 2.

Staff recommends approval of the Agreement in a form that is the same or substantially similar to that which is provided for review as part of this staff report. The Mayor would be provided discretion in determining if any changes result in the Agreement altering the intent or meaning of the Agreement in such a way that it would need to be placed back on a future Council agenda for consideration.

#### *GSA Representation*

In accordance with the Agreement, a Workgroup shall be established that consists of a Representative and Alternates from each of the seven GSAs. Representatives shall be appointed by the respective GSAs for the purpose of establishing and participating in a Workgroup. The Workgroup itself provides a forum in which all GSAs “can coordinate the GSPs for the basin and satisfy the coordination obligation of SGMA”.

Representative will represent the GSA and act within its best interests or specific direction from the GSA when provided. The Agreement does not specify how a specific Representative shall be chosen though the Representative ideally would be expected to become knowledgeable in the GSP and other related matters as necessary to fulfill the expectations placed upon them. Based upon this, staff would volunteer the City Engineer as a logical choice for Representative based on experience representing the GSA as a Technical Expert on the GSP Coordination Committee.

Workgroup meetings are structured to include open attendance. As such, regardless of the person chosen to be Representative, any person, regardless of affiliation, staff or Council, may attend and comment on all matters of the agenda, but only the Representative may vote.

**FINANCIAL IMPACT:**

There is no fiscal impact to the City's General Fund related to approval of the Agreement. Costs associated with the Agreement, Point of Contact and DMS, are anticipated to be funded by Water Utility Fund, 2020380 under the Capital Improvement Program Project W-STDY-1. W-STDY-1 (Water Feasibility & New Water Supply) based on preliminary discussions with Council. Staff is currently reviewing the validity of this funding with the City Attorney.

**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 approve the Agreement – 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 – Madera Subbasin Coordination Agreement

**Attachment 1**  
Resolution

**RESOLUTION NO. 20-**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,  
CALIFORNIA, APPROVING THE MADERA SUBBASIN COORDINATION  
AGREEMENT AND DESIGNATING REPRESENTATIVE AND ALTERNATE  
REPRESENTATIVE TO THE COORDINATION WORKGROUP**

**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 coordinated 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 Root Creek Water District GSA, Gravelly Ford Water District GSA and New Stone Water District GSA have each prepared one separate GSP for the Madera Subbasin in accordance with Water Code section 10727.2 to include all the components required by SGMA; and

**WHEREAS**, SGMA requires subbasins in which there is one more than one GSP to enter into a Coordination Agreement (Agreement) to coordinate the multiple GSPs to sustainably manage the subbasin; and

**WHEREAS**, the purpose of the Agreement is to ensure the GSPs within the Madera Subbasin are developed, implemented and coordinated utilizing the same methodologies or foundational data and to ensure the GSPs affecting a subbasin achieve sustainable management and consistent interpretations of the basin setting; and

**WHEREAS**, SGMA requires GSAs include a copy of the fully executed Agreement as part of their GSP to California Department of Water Resources (DWR).

**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 Agreement entitled "Madera Subbasin Coordination Agreement" is approved and attached as Exhibit "A." A copy of the Agreement shall be kept on file in the office of the City Clerk.
3. The Mayor is authorized to execute the Agreement, in substantial form presented, on behalf of the City including all associated and necessary documentation, subject to reasonable modifications, revisions, additions and deletions as he may approve prior to execution with approval as to form by the City Attorney.
4. The Council designates \_\_\_\_\_ as the Representative and \_\_\_\_\_ as the Alternate Representative to the Coordination Workgroup referenced in the Coordination Agreement.
5. This resolution is effective immediately upon adoption.

\* \* \* \* \*

## **MADERA SUBBASIN COORDINATION AGREEMENT**

THIS MADERA SUBBASIN COORDINATION AGREEMENT (“Agreement”) is entered into the \_\_\_ day of January 2020 (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.

4.3.5 The Parties agree to reevaluate the cost sharing provisions set forth in Section 4.3 on or before January 31, 2022 to determine whether such allocations are an equitable way to share such expenses among the Parties.

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

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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.

explanation of network development and implementation to monitor groundwater and related surface conditions, and the interconnection of surface water and groundwater.

## 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  
Stephanie Anagnoson  
200 W. 4th Street, 4th Floor  
Madera, CA 93637

To CITY: City of Madera  
Keith Helmuth  
205 West 4<sup>th</sup> Street  
Madera, CA 93637

To MID: Madera Irrigation District

Thomas Greci, Manager  
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: \_\_\_\_\_

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EXHIBIT A

**“List of GSA Representatives”**

<u>GSA</u>	<u>GSA Representatives</u>	<u>GSA Alternate Representatives</u>
County of Madera	_____	_____
City of Madera	_____	_____
Madera Irrigation District	_____	_____
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

Average 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	(a) Boundary Surface Inflows	308,230
	(b) Groundwater Extraction	225,770
	(c) Precipitation	152,710
	(d) Change in SWS Storage	530
<b>Total Inflow</b>		687,240
Outflow	(e) Evapotranspiration	-277,150
	(f) Evaporation	-1,990
	(g) <i>Evaporation (Other GSAs)</i> <sup>2</sup>	-3,430
	(h) Infil. of Precipitation	-40,140
	(i) Infil. of Surface Water	-13,940
	(j) <i>Infil. of Surface Water (Other GSAs)</i> <sup>2</sup>	-18,860
	(k) Infil. of Applied Water	-56,270
	(l) Boundary Surface Outflows	-275,460
<b>Total Outflow</b>		-687,240
Boundary Flow	(m) Boundary Infil. of Surface Water from San Joaquin River <sup>3</sup>	-37,720
<b>Net Recharge from SWS</b>	(h) + (i) + (k) + (m)   - (b)	-77,700

<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

<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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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 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

Average 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	(a) Boundary Surface Inflows	41,350
	(b) Groundwater Extraction	10,750
	(c) Precipitation	8,680
	(d) Change in SWS Storage	10
<b>Total Inflow</b>		60,790
Outflow	(e) Evapotranspiration	-13,440
	(f) Evaporation	-370
	(g) Infil. of Precipitation	-2,550
	(h) Infil. of Surface Water	-2,100
	(i) Infil. of Applied Water	-2,920
	(j) Boundary Surface Outflows	-39,410
<b>Total Outflow</b>		-60,790
<b>Net Recharge from SWS</b>	(g) + (h) + (i)   - (b)	-3,180

<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

Average 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	(a) Boundary Surface Inflows	215,490
	(b) Groundwater Extraction	176,560
	(c) Precipitation	113,070
	(d) Change in SWS Storage	190
<b>Total Inflow</b>		505,310
Outflow	(e) Evapotranspiration	-290,210
	(f) Evaporation	-3,870
	(g) Infil. of Precipitation	-32,800
	(h) Infil. of Surface Water	-60,630
	(i) Infil. of Applied Water	-65,060
	(j) Boundary Surface Outflows	-52,730
<b>Total Outflow</b>		-505,310 <sup>1</sup>
Boundary Flow	(k) Boundary Infil. of Surface Water from San Joaquin River <sup>2</sup>	-20,280
<b>Net Recharge from SWS</b>	(g) + (h) + (i) + (k)   - (b)	2,210

<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 Surface Water Budget

Average 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 Surface Water Budget, 1989-2014 (Acre-Feet).**

Flow Path Direction	Flow Path	Average Annual Volume, 1989-2014 (AF/yr) <sup>1</sup>
Inflow	(a) Boundary Surface Inflows	1,890
	(b) Groundwater Extraction	22,440
	(c) Precipitation	8,170
	(d) Change in SWS Storage	20
<b>Total Inflow</b>		32,530 <sup>1</sup>
Outflow	(e) Evapotranspiration	-25,670
	(f) Evaporation	-10
	(g) Infil. of Precipitation	-2,000
	(h) Infil. of Surface Water	-280
	(i) Infil. of Applied Water	-4,580
	(j) Boundary Surface Outflows	0
<b>Total Outflow</b>		-32,530 <sup>1</sup>
Boundary Flow	(k) Boundary Infil. of Surface Water from San Joaquin River <sup>2</sup>	-1,960
<b>Net Recharge from SWS</b>	(g) + (h) + (i) + (k)   - (b)	-13,630 <sup>1</sup>

<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.

<sup>3</sup> The Holding Contract (HC) surface water supply is only shown for the contract that was not executed with the United States Bureau of Reclamation.



## Gravelly Ford Water District

Average 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	(a) Boundary Surface Inflows	16,070
	(b) Groundwater Extraction	15,750
	(c) Precipitation	7,200
	(d) Change in SWS Storage	10
<b>Total Inflow</b>		39,030
Outflow	(e) Evapotranspiration	-19,550
	(f) Evaporation	-180
	(g) Infil. of Precipitation	-2,690
	(h) Infil. of Surface Water	-6,180
	(i) Infil. of Applied Water	-6,360
	(j) Boundary Surface Outflows	-4,060
<b>Total Outflow</b>		-39,030 <sup>1</sup>
<b>Net Recharge from SWS</b>	(g) + (h) + (i)   - (b)	-510 <sup>1</sup>

<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

Average 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	(a) Boundary Surface Inflows	4,210
	(b) Groundwater Extraction	7,450
	(c) Precipitation	3,220
	(d) Change in SWS Storage	30
<b>Total Inflow</b>		14,910
Outflow	(e) Evapotranspiration	-10,680
	(f) Evaporation	-20
	(g) Infil. of Precipitation	-880
	(h) Infil. of Surface Water	-360
	(i) Infil. of Applied Water	-1,140
	(j) Boundary Surface Outflows	-1,830
<b>Total Outflow</b>		-14,910
<b>Net Recharge from SWS</b>	(g) + (h) + (i)   - (b)	-5,080

<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

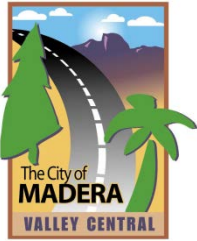
Average annual inflows, outflows, and change in SWS storage during the historical water budget period (1989-2014) are summarized for New Stone Water District GSA in Table B.7. Decreases in SWS storage are inflows to the SWS budget and shown as positive values, while increases in SWS storage are outflows 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	(a) Boundary Surface Inflows	186,430
	(b) Groundwater Extraction	11,310
	(c) Precipitation	3,590
	(d) Change in SWS Storage	0
<b>Total Inflow</b>		201,330
Outflow	(e) Evapotranspiration	-10,310
	(f) Evaporation	-90
	(g) Infil. of Precipitation	-1,200
	(h) Infil. of Surface Water	-1,740
	(i) Infil. of Applied Water	-3,250
	(j) Boundary Surface Outflows	-184,740
<b>Total Outflow</b>		-201,330
<b>Net Recharge from SWS</b>	(g) + (h) + (i)   - (b)	-5,120

<sup>1</sup> Values are rounded to the nearest 10 acre-feet. Total inflows may not equal total outflows due to rounding.

Council Meeting of: January 15, 2020  
Agenda Number: D-2



**CITY OF MADERA  
INTEROFFICE MEMORANDUM**

**DATE:** January 9, 2020

**TO:** Honorable Mayor and City Council Members

**FROM:** Claudia Mendoza, Administrative Assistant

**SUBJECT:** January 15, 2020 City Council Meeting  
Late Distribution of Report for Item D-2

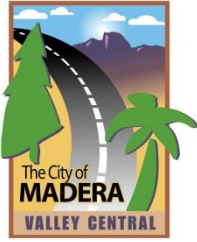
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Item D-2 will be late distribution because the staff report and attachments were not available at the time the agenda was finalized.

D-2

Actions Related to Successor Agency Annual Budget Reporting to the Department of Finance:

- 1) Consideration of a Resolution Adopting the Recognized Obligation Payment Schedule (ROPS) Representing Period of July 1, 2020 to June 30, 2021, for the City of Madera as the Successor Agency of the Former Madera Redevelopment Agency of the City of Madera, and
- 2) Consideration of a Resolution Approving the Administrative Budget for the City of Madera as the Successor Agency of the Former Madera Redevelopment Agency of the City of Madera for the Period of July 1, 2020 – June 30, 2021



## REPORT TO CITY COUNCIL

**Approved by:**

Wendy Silva  
Wendy Silva, Director of Human Resources

Arnoldo Rodriguez  
Arnoldo Rodriguez, City Manager

**Council Meeting of:** January 15, 2020

**Agenda Number:** D-3

**SUBJECT:**

Consideration of Adopting a Resolution Approving an At-Will Employment Agreement with John Scarborough to Serve as Director of Parks and Community Services of the City of Madera

**RECOMMENDATION:**

It is recommended the City Council (Council) adopt the resolution approving the At-Will Employment Agreement with John Scarborough to serve as Director of Parks and Community Services and authorizing the City Manager to execute the Agreement.

Pursuant to Government Code § 54953(c)(3), prior to taking action on this item, the Council must publicly announce a summary of the action being considered.

**Announcement** - *If approved, the proposed Director of Parks and Community Services At-Will Employment Agreement would employ John Scarborough as the Director of Parks and Community Services effective January 18, 2020. The salary for the position and other terms and conditions of employment are as stated in the employment agreement. In summary, the following are contained in the Agreement:*

- *Annual Base Salary will be Step C of Range 509, which is \$119,223.94 per year*
- *Employee will be entitled to 1 ½ months salary & health benefits severance if separated without cause*
- *Vacation accrual will be 3.69 to 6.15 hours per pay period based on years of service*
- *Maximum vacation accrual is 360 hours*
- *Sick Leave accrual will be 3.6923 hours per pay period*
- *Administrative Leave will be 40 hours per Fiscal Year; not eligible for carry-over or cashout*
- *Floating Holiday will be 0-40 hours per Fiscal Year depending on years of service; not eligible for carry-over or cashout*
- *Employee will pay the full 8% Employee Contribution to CalPERS and will also pay 2.375% of base salary towards the Employer Contribution to CalPERS*

- *Employee will receive the same plan offerings and the same Employer contributions toward health insurance as received by the Mid Management Employee Group*
- *Technology Allowance: \$75/month for use of personal cell phone for City business*
- *City paid life insurance of \$50,000 for Employee, \$5,000 for dependents*
- *City paid long term disability policy*
- *Up to 3 days per year of Bereavement Leave for listed family members*

**SUMMARY:**

The Director of Parks and Community Services position has been vacant since the departure of the former Director in March 2019. John Scarborough, Park Planning Manager, has been serving as the interim Director of Parks and Community Services during that time. The City Manager is recommending that Mr. Scarborough be employed as the full time Director of Parks and Community Services.

**DISCUSSION:**

The Director of Parks and Community Services position is an at-will, direct report to the City Manager. As such, the individual appointed to this position is employed under an at-will employment agreement.

City of Madera Administrative Policy 49: Hiring Policy for At-Will Employees provides that the City Manager may conduct a recruitment to fill open, at-will positions or may elect to forgo a formal recruitment on a case-by-case basis. In this situation, Mr. Scarborough has worked in a mid-management position within the Parks and Community Services department for more than ten years. Mr. Scarborough served the City as Interim Director of Public Works for nearly two years in addition to serving as Interim Director of Parks and Community Services for the last nine months. For these reasons, the City Manager has recommended Mr. Scarborough for appointment to the position of Parks and Community Services Director without conducting a formal recruitment.

The City Manager has offered and Mr. Scarborough accepted the following terms and conditions of employment, consistent with the terms and conditions of other department head agreements. The At-Will Employment Agreement capturing these provisions is attached as Exhibit 1 to the resolution contemplated with this report.

**Employment Agreement Term**

- 3 years

**Salary**

<i>Annual Salary: Step C of Range 509 on City of Madera Schedule M</i>					
Step A	Step B	Step C	Step D	Step E	Step F
\$108,148.15	\$113,546.01	\$119,223.94	\$125,181.96	\$131,445.51	\$138,014.60

## Severance & Termination

- 1 ½ months salary & health benefits severance in 1 lump sum payment for separation without cause

## Paid Leave

- Vacation – accrues based on years of service; maximum accrued balance will be 360 hours. Employee also receives an 8-hour credit to vacation each year on the employee’s hire anniversary date.
  - Vacation Cash-out: Employee may cash-out unused vacation once per year if vacation balance is at least 160 hours.
    - 0-5 years of total City service – 40 hours
    - 6+ years of total City service – 80 hours
- Sick leave – accrues each pay cycle; no cap on accrual. After 5 years of City service, employee may cash-out unused sick leave with positive separation or retirement based on the following schedule:

Years of Service	Sick Leave Cash-Out
5	7.5%
7	10.5%
10	15.0%
15	22.0%
20	30.0%

- Family Sick Leave - Up to 72 hours of sick leave may be used each year for family.
- Administrative Leave – 40 hours credited each July 1. Not available for carryover or cash-out. This was already credited 7/1/19 and no leave will be credited for FY 19/20 in addition to leave already credited.
- Holidays – The City observes 11 paid 8-hour holidays and 2 paid 4-hour holidays.
- Floating Holiday – Employees with 5-9 years of total City service are credited with 20 hours of Floating Holiday each July 1; employees with 10+ years of total City service are credited with 40 hours of Floating Holiday each July 1. Not available for carryover or cash-out. Floating Holiday was already credited for FY 19/20 and no additional time will be credited for this fiscal year.

## Retirement

- CalPERS formula remains the same as current. Employee will pay full Employee Contribution pre-tax (8%).
  - Employee pays 2.375% of base pay towards Employer Contribution through a post-tax payroll deduction.

- Employee pays for 1959 Survivor Benefit.
- Deferred Compensation – The City offers two 457 Deferred Compensation plans for the employee to choose from and the employee may contribute to the plan of their choice. The City does not make contributions to the deferred compensation plan for management employees.

### **Health Insurance**

- Employee will receive the same plan offerings and employer contribution as that received by the City of Madera Mid Management Employee Group.

### **Other Benefits**

- Employee will receive a \$75/month technology stipend for use of his personal cell phone for City business.
- Bereavement Leave: In addition to paid leave available, Employee will receive 3 days of leave per fiscal year in the event of the death of a grandparent, parent, spouse, registered domestic partner, or child.
- Participation in health after retirement: Employee may elect to continue to purchase health insurance from the City for self and dependents until eligible for Medicare. The cost is equal to the premium plus a 2% admin fee. The City will not contribute to retiree health.
- City paid life/AD&D insurance: \$50,000 employee/\$5,000 dependent; employee can purchase additional voluntary life insurance for self, spouse and/or dependents through the City's provider through payroll deduction.
- City paid Long Term Disability

### **FINANCIAL IMPACT:**

Pay and benefits for the Director of Parks and Community Services position are included in the City's adopted budget. Annual base salary as provided in the Agreement is \$119,223.94. Actual total compensation will depend on the enrollment tier selected for health insurance by the individual employee.

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

Pay and benefits 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 provide alternative direction to the City Manager.

**ATTACHMENTS:**

1. Resolution
  - a. Exhibit 1: Director of Parks and Community Services At-Will Employment Agreement

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING AN  
AT-WILL EMPLOYMENT AGREEMENT WITH JOHN SCARBOROUGH TO SERVE AS DIRECTOR OF  
PARKS AND COMMUNITY SERVICES FOR THE CITY OF MADERA AND AUTHORIZING THE CITY  
MANAGER TO EXECUTE THE AGREEMENT

**WHEREAS**, the City of Madera has a need for a full time Director of Parks and Community Services to oversee and administer various community, youth, and senior services and programs; parks maintenance activities; parks acquisition and planning activities; and rental facility management; and

**WHEREAS**, John Scarborough, Park Planning Manager, has been serving as Interim Director of Parks and Community Services since the departure of the former Director in early 2019; and

**WHEREAS**, City Manager Arnoldo Rodriguez has recommended Mr. Scarborough be appointed to the full time Director of Parks and Community Services position; and

**WHEREAS**, an At-Will Employment Agreement has been negotiated with Mr. Scarborough by Mr. Rodriguez that sets out the salary and benefits for the offered position and both parties are in agreement on the terms of the At-Will Employment Agreement.

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

1. The above recitals are true and correct.
2. The At-Will Employment Agreement between the City of Madera and John Scarborough to serve as Director of Parks and Community Services, attached hereto as Exhibit 1, is approved.
3. The City Manager is authorized to execute the Agreement on the City's behalf.
4. This resolution is effective immediately upon adoption.

\* \* \* \* \*

**DIRECTOR OF PARKS & COMMUNITY SERVICES**  
**AT-WILL EMPLOYMENT AGREEMENT**

THIS AGREEMENT, entered into this 15<sup>th</sup> day of January 2020, by and between the CITY OF MADERA, State of California, a municipal corporation (hereinafter referred to as "Employer" or "City"), and John Scarborough (hereinafter referred to as "Employee"), both of whom understand and agree as follows:

**Recitals**

WHEREAS, Employer desires to employ the services of John Scarborough as Director of Parks & Community Services for the City of Madera; and

WHEREAS, it is the desire of the City Manager of the Employer to provide certain benefits, to establish certain conditions of employment, and to set working conditions of said Director of Parks & Community Services; and

WHEREAS, John Scarborough desires to be employed as Director of Parks & Community Services for said City of Madera.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

**Agreement**

Section 1: TERM

- A. The term of this Agreement shall be three (3) years commencing on January 18, 2020. The Employer will provide written notice to the Employee on or before October 20, 2022, of its intent to offer to extend, renew, or otherwise not renew this contract for an additional term. If the Employer chooses to extend the Agreement, the Employer will inform the Employee of the new proposed term at the time of its offer to renew. The Employee must respond to an offer to extend or renew the Agreement within 45 days of the offered extension or renewal.
- B. Employee shall serve as the Director of Parks & Community Services. Employee shall at all times serve at the sole will, discretion, and pleasure of the City Manager. This means that the Employee is an at-will employee. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employer to suspend or terminate the services of the Employee at any time, with or without cause, for any reason, or for no reason at all.
- C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time after January 18, 2020, from his position with Employer.

Employee is requested to give at least thirty (30) calendar days written notice to Employer prior to the effective date of resignation.

## Section 2: TERMINATION AND SEVERANCE PAY

- A. In the event Employee is terminated by the City Manager before expiration of the aforesaid term of employment and during such time that Employee is willing and able to perform his duties under this Agreement, then in that event, Employer agrees to pay Employee a lump sum cash payment equal to the maximum amount of pay permitted by law under Government Code sections 53260 and 53261, up to a lump sum cash payment equal to one and one half (1 1/2) months' aggregate salary and health benefits. Upon such termination, Employee shall also be compensated for all earned paid leave and other accrued benefits to date of termination. This shall not include the payout of accumulated sick leave other than as authorized pursuant to this Agreement.

In the event Employee is terminated for cause or for conviction, then, in that event, Employer shall have no obligation to pay the aggregate severance sum designated in the above paragraph.

- B. In the event Employer at any time during the term of this Agreement reduces the salary or other financial benefits of Employee in a greater percentage than an applicable across-the-board reduction for all Employees of Employer, or in the event Employer refuses, following written notice, to comply with any other provision benefiting Employee herein, or the Employee resigns following a suggestion, whether formal or informal, by the City Manager that he resign, then, in that event, Employee may, at his option, be deemed to be "terminated" at the date of such reduction, such refusal to comply or such suggestion within the meaning and context of the herein severance pay provisions.

## Section 3: DUTIES

- A. Employer hereby agrees to employ the Employee to perform the functions and duties of such office as set forth in the Director of Parks & Community Services Job Description on file with the Office of the City Clerk and referred to for more particulars, and to perform such other duties as the City Manager may from time to time assign.
- B. The Director of Parks & Community Services is exempt from the overtime provisions of the Fair Labor and Standards Act, as amended, but is expected to engage in those hours of work that are necessary to fulfill the obligations of the Director of Parks & Community Services.
- C. Employee may engage in up to five (5) hours per week for teaching without prior written approval of the Employer. Employee shall not be involved in any other outside employment without written prior approval from the Employer. This includes, but is not limited to,

consultant work, speaking engagements, entering an independent contract relationship, or any other activities unrelated to the Employee's employment with the City.

- D. Employee will maintain on file with the Employer his current place of residence and telephone number(s), and shall notify the Employer of any changes within twenty-four (24) hours.
- E. In the event the Employee becomes mentally or physically incapable of performing the Director of Parks & Community Services job duties, the Employer will comply with the law in regard to separating the Director of Parks & Community Services from employment.

#### Section 4: PERFORMANCE EVALUATION

The City Manager shall review and evaluate the performance of the Employee on an ongoing basis and shall, at least once annually on the employment anniversary date established, complete a written performance review and/or evaluation. The review and/or evaluation shall be in accordance with specific criteria developed by the City Manager. Specific criterion may be added or deleted as the City Manager may determine.

#### Section 5: SALARY

Effective January 18, 2020, Employer agrees to pay the Director of Parks & Community Services for his services rendered pursuant hereto a base salary of \$4,585.54 bi-weekly (City of Madera Salary Schedule Range 509, Step C), payable in installments at the same time as the majority of the Employer's employees. The City Manager may review and adjust said annual base salary in such amounts and to such extent as the City Manager determines, consistent with the published City of Madera Salary Schedule adopted by the City Council of the City of Madera.

Employee desires to take a reduction in his compensation package equivalent to the salary contribution Miscellaneous employees are making towards the CalPERS Employee Contribution, however, employee already pays the full 8% Employee Contribution per Section 6.C. of the Agreement. Therefore, employee desires to contribute an equivalent amount of salary towards the Employer Contribution to CalPERS. These contributions toward the CalPERS Employer Contribution shall be made as an after tax payroll deduction and be equivalent to 2.375% of salary.

#### Section 6: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

##### A. Paid Leave

##### 1. Vacation

Employee will earn vacation credits, dependent upon the number of years of service with the City, for each pay period Employee is in a paid status at least 50% or more of

the period. All accrued vacation is paid to Employee upon retirement, resignation or termination.

COMPLETED YEARS	NUMBER OF HOURS RECEIVED PER PAY PERIOD
0 through 4 yrs.	3.6923 hrs. per pay period
5 through 9 yrs.	4.6156 hrs. per pay period
10 through 14 yrs.	5.5384 hrs. per pay period
15 through 19 yrs.	6.1538 hrs. per pay period
20 plus yrs.	6.4615 hrs. per pay period

The maximum vacation Employee is allowed to accumulate is 360 hours.

Each employee shall receive the date known as the "employee anniversary date" as a vacation day. This day shall be added to vacation time at a straight time rate. Credit for the day will not be given until the employee's anniversary date has passed during the current fiscal year and is in addition to the above accrual schedule.

Employee may request to cash out vacation once each fiscal year. For employees with up to 5 years of City service, the maximum annual cash out will be 40 hours. For employees with 6 or more years of City service, the maximum annual cash out will be 80 hours. To be eligible for such cash out provision, employees must have a vacation balance of at least 160 hours at the time of request. Requests must be made in writing to the Payroll Specialist at least 15 days in advance and such requests will be paid on a regular pay date of the City.

## 2. Sick Leave

Sick leave, with pay, accrues at the rate of 3.6923 hours per pay period an employee is in a paid status at least 50% or more of the period. Rules governing sick leave use and eligibility are noted in the City of Madera Personnel Rules and Regulations.

In addition to the reasons for use of Sick Leave as stated in the Personnel Rules & Regulations, an employee may utilize accrued Sick Leave hours for any absence designated by the City as being covered by the Federal Family Medical Leave Act (FMLA) and/or the California Family Rights Act (CFRA), regardless of the reason for the leave. It will be the employee's responsibility to complete the required paperwork to certify the need for leave and he/she must provide timely notification of the need for leave in compliance with FMLA/CFRA regulations. Use of Sick Leave for this purpose will not commence until such requirements have been met. Use of Sick Leave for family members when the leave has been designated as FMLA/CFRA will not count against the employee's annual limit of Family Sick Leave as provided in this Agreement.

Employee may cash out sick leave upon retirement or positive separation from the City based on the below table. To be eligible, employees must be employed with the City on a full time basis for a minimum of five years. Negative terminations (discharge) are not eligible for cash out of sick leave. An employee has the option to convert 100% of the remaining sick leave upon retirement to CalPERS service credit.

<u>Years of Service</u>	<u>Sick Leave Cash-Out</u>
5	7.5%
7	10.5%
10	15.0%
15	22.0%
20	30.0%

### 3. Family Sick Leave

Sick Leave may be used up to the limit of seventy-two hours each calendar year:

3.1. For the diagnosis, care, or treatment of an existing health condition or preventative care for an employee's family member, including:

3.1.1. Child (including a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis.)

3.1.2. Spouse or Registered Domestic Partner

3.1.3. Parent (including biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.)

3.1.4. Grandparent

3.1.5. Grandchild.

3.1.6. Sibling.

3.2. To obtain any relief or services related to being a victim of domestic violence, sexual assault, or stalking including the following with appropriate certification of the need for such services:

3.2.1. A temporary restraining order or restraining order.

3.2.2. Other injunctive relief to help ensure the health, safety or welfare of themselves or their children.

- 3.2.3. To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
- 3.2.4. To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.
- 3.2.5. To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.
- 3.2.6. To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

Such leave is a part of Sick Leave accrual, not in addition to, the 12 days (96 hours) of Sick Leave earned per year. All conditions and restrictions placed by the City upon the use by an employee of sick leave for himself or herself shall apply to the use by an employee of sick leave to attend to an illness of his or her identified family member.

All other provisions for use of Sick Leave by the employee also apply to Family Sick Leave use. This includes, but is not limited to, the Sick Leave section of the Personnel Rules and Regulations.

#### 4. Administrative Leave

In recognition of the fact that Employee is expected to work all reasonable hours necessary to accomplish assigned tasks he will be credited with five days (40 hours) of Administrative Leave at the beginning of each fiscal year. This leave may not be carried over or cashed out and shall be taken under the same conditions as vacation leave. It is recognized that such time is not intended to provide an hour for hour or greater leave for actual hours worked over those scheduled, but it is a benefit in recognition of duty requirements. As Employee is currently employed in an exempt status with Employer, and Administrative Leave was previously credited for Fiscal Year 2019/20, no leave will be credited for Fiscal Year 2019/20 in addition to leave already credited.

#### 5. Holidays

The following (8) hour days are established as holidays with pay: New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day After Thanksgiving, and Christmas Day.

The parties agree that the following half days (4 hours) are established as partial holidays with pay: Good Friday and the last work day prior to Christmas or New Year's Day.

The parties agree that to be eligible to receive a paid holiday, the employee must be in a paid status on the scheduled work day either immediately preceding the identified holiday or on the scheduled work day immediately following the identified holiday.

In addition to the City observed holidays outlined above, Employee will receive floating holiday leave hours. Said leave hours shall be credited to the employee on July 1 of each fiscal year, may not be carried over or cashed out, and shall be taken under the same conditions as vacation leave. Employees with 5-9 years of full time continuous service with the City of Madera as of July 1 of each year shall be credited with 20 hours of floating holiday leave. Employees with 10 or more years of full time continuous service with the City of Madera as of July 1 of each year shall be credited with 40 hours of floating holiday leave. As Employee is currently employed with Employer, and Floating Holiday was previously credited for Fiscal Year 2019/20, no leave will be credited for Fiscal Year 2019/20 in addition to leave already credited.

#### B. Disability, Health, and Life Insurance

Employer will provide term life insurance for Employee in the amount of \$50,000 which includes accidental death and dismemberment (AD&D) coverage. Employer also will provide dependent life in the amount of \$5,000 and Long Term Disability Insurance, which provides salary replacement benefits.

Employer agrees to provide a monthly health benefit allowance for the employee to purchase health insurance (including medical, dental and vision coverage of the Employee and family) through an IRS Section 125 Cafeteria Plan. The benefit plans offered by Employer and the monthly benefit allowance received by Employee from Employer will be equal to the benefit plans offered to and monthly benefit allowance received by employees represented by the Mid Management Employee Group.

Medicare - 1.45% Employer's contribution matched by an Employee contribution of 1.45% of Employee's salary for mandated Medicare coverage.

#### C. Retirement

The City participates in the CalPERS retirement system. Employee will be placed on the appropriate miscellaneous plan consistent with CalPERS membership requirements. The Employee will pay all of the Employee Contribution for the plan in pre tax dollars under IRS Code 414(h)(2). The Employee will also be responsible for the Employee's Contribution for the 1959 Survivor's Benefit.

#### D. Bereavement Leave

Employee is allowed an additional three (3) days leave per fiscal year in the event of death of any of the following members of the employee's family: spouse, child, parent or grandparent.

#### E. Retiree Paid Health Insurance

The City will allow Employee to continue to participate in the City health plan offerings (medical, dental, and vision) at the retiree's expense until age 65 or when eligible for Medicare, whichever comes first. Both retiree and dependent coverage are available under this program. An administrative fee in an amount equal to two percent (2%) of the insurance premiums will be charged to the retiree for the City to process the benefit. In the event the administrative fee increases, retiree shall pay the higher fee. If, in the future, the City no longer offers the same insurance carrier/plan the retiree and his or her spouse will be eligible to purchase insurance coverage under the new plan. Coverage must be selected upon retirement; no lapse in coverage will be allowed under this provision. If retiree chooses not to participate or chooses to terminate participation, retiree may not seek coverage under the City health plan at a later date.

#### F. Technology Allowance

Employee will receive a monthly technology allowance of \$75. Employee will not receive a City-issued cell phone or be provided with any type of wireless plan through the City's wireless carrier for his personal cell phone. Employee will be expected to utilize his personal cell phone for City business and Employee's personal cell phone number must be available to the public.

#### G. Other

The City Manager shall fix any such other terms and conditions of employment, as s/he may determine from time to time, relating to the performance of the Director of Parks & Community Services, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City of Madera Municipal Code or any other law.

### Section 7: TERMINATION

The Director of Parks & Community Services is an at-will employee and serves at the will and pleasure of the City Manager and may be terminated at any time.

### Section 8: DUES AND SUBSCRIPTIONS

Employer agrees, to the extent it is financially able, to budget for and to pay for professional dues and subscriptions of Employee necessary for his continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional participation, growth, and advancement, and for the good of the Employer.

### Section 9: PROFESSIONAL DEVELOPMENT

- A. Employer hereby agrees, to the extent it is financially able, to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official functions for Employer, including but not limited to such other national, regional, state and local governmental groups and committees thereof which Employee serves as member.
- B. Employer also agrees, to the extent it is financially able, to budget for and to pay for travel and subsistence expenses of Employee for short courses, institutes and seminars that are necessary for his professional development and for the good of the Employer.

### Section 10: INDEMNIFICATION

In addition to that required under state and local law, Employer shall defend, hold harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as Director of Parks & Community Services. Employer will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

### Section 11: BONDING

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

### Section 12: CONFLICT OF INTEREST

- A. Employee shall not engage in any business or transaction or have a financial or other personal interest or association, direct or indirect, which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal interests, distinguished from financial interests, include an interest as arising from blood or marriage relationships or close business, and personal or political affiliations.

- B. Employee shall also comply with the conflict of interest provisions of the California Government Code and any conflict of interest code applicable to the Director of Parks & Community Services' employment.
- C. Employee is responsible for submitting to the City Clerk the appropriate Conflict of Interest Statements (including Form 700) at the time of appointment, annually thereafter, and at the time of separation from position.

#### Section 13: NOTICES

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

Employer: City Manager, City of Madera, 205 West Fourth Street, Madera CA 93637

Employee: On file with the City of Madera Human Resources Department

Alternately, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

#### Section 14: REDUCTION OF BENEFITS

Employer shall not at any time during the term of this Agreement reduce the salary, compensation or other financial benefits of Employee, except to the degree of such reduction across-the-board for all Employees of the Employer.

#### Section 15: GENERAL PROVISIONS

- A. The text herein shall constitute the entire and fully integrated Agreement between the parties and no promise, representation, warranty or covenant not included in this Agreement has been relied upon by any party hereto.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Employee; however, this Agreement is not assignable by either party.
- C. This Agreement shall become effective commencing January 18, 2020.
- D. This Agreement replaces and supersedes any previous Employment Agreements or Agreement Amendments, written and oral, between Employer and Employee.

E. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable by a court of law, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect. This Agreement shall be construed under California law. No waiver of any term or condition of the Agreement shall be considered a continuing waiver thereof.

IN WITNESS WHEREOF, the City of Madera has caused this Agreement to be signed and executed on its behalf by its City Manager, and duly attested by its City Clerk, and the Director of Parks & Community Services has signed and executed this Agreement, both in duplicate.

EMPLOYEE

CITY OF MADERA



\_\_\_\_\_  
John Scarborough

\_\_\_\_\_  
Arnoldo Rodriguez, City Manager

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

1/7/20

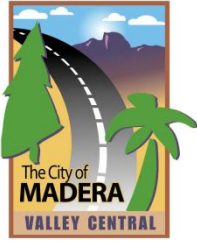
Date: \_\_\_\_\_

ATTEST

APPROVED AS TO FORM

\_\_\_\_\_  
Alicia Gonzales, City Clerk

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



## REPORT TO CITY COUNCIL

**Approved by:**

Wendy Silva  
Wendy Silva, Director of Human Resources

Arnoldo Rodriguez  
Arnoldo Rodriguez, City Manager

**Council Meeting of:** January 15, 2020

**Agenda Number:** D-4

**SUBJECT:**

Consideration of Adopting a Resolution Approving an At-Will Employment Agreement with Rogelio Sanchez to Serve as Director of Financial Services of the City of Madera

**RECOMMENDATION:**

It is recommended the City Council (Council) adopt the resolution approving the At-Will Employment Agreement with Rogelio Sanchez to serve as Director of Financial Services and authorizing the City Manager to execute the Agreement.

Pursuant to Government Code § 54953(c)(3), prior to taking action on this item, the Council must publicly announce a summary of the action being considered.

**Announcement** - *If approved, the proposed Director Financial Services At-Will Employment Agreement would employ Rogelio Sanchez as the Director of Financial Services effective January 27, 2020. The salary for the position and other terms and conditions of employment are as stated in the employment agreement. In summary, the following are contained in the Agreement:*

- *Annual Base Salary will be Step E of Range 525, which is \$142,485.05 per year*
- *Employee will be entitled to 1 ½ months salary & health benefits severance if separated without cause*
- *Vacation accrual will be 3.69 to 6.15 hours per pay period based on years of service*
- *Maximum vacation accrual is 360 hours*
- *Sick Leave accrual will be 3.6923 hours per pay period*
- *Administrative Leave will be 40 hours per Fiscal Year; not eligible for carry-over or cashout*
- *Floating Holiday will be 0-40 hours per Fiscal Year depending on years of service; not eligible for carry-over or cashout*
- *Employee will pay the full 6.25% Employee Contribution to CalPERS and will also pay 2.375% of base salary towards the Employer Contribution to CalPERS*

- *Employee will receive the same plan offerings and the same Employer contributions toward health insurance as received by the Mid Management Employee Group*
- *Technology Allowance: \$75/month for use of personal cell phone for City business*
- *City paid life insurance of \$50,000 for Employee, \$5,000 for dependents*
- *City paid long term disability policy*
- *Up to 3 days per year of Bereavement Leave for listed family members*

**SUMMARY:**

The Director of Financial Services position has been vacant since the departure of the former Director in June 2019. The position has been staffed with both internal and external interim support staff since that time. A recruitment was conducted to solicit applications for the position. Based on the outcome of that process, the City Manager is recommending that Mr. Sanchez be employed as the full time Director of Financial Services.

**DISCUSSION:**

The Director of Financial Services position is an at-will, direct report to the City Manager. As such, the individual appointed to this position is employed under an at-will employment agreement.

City of Madera Administrative Policy 49: Hiring Policy for At-Will Employees provides that the City Manager may conduct a recruitment to fill open, at-will positions or may elect to forgo a formal recruitment on a case-by-case basis. In this situation, a recruitment was conducted. The City received ten applications for consideration. A technical panel interviewed the six most-qualified applicants and recommended Mr. Sanchez as the top candidate for the position. The City Manager and members of the management team conducted a second-round interview with Mr. Sanchez. Based on the outcome of the entire process, the City Manager is recommending Mr. Sanchez be employed as the Director of Financial Services.

The City Manager has offered and Mr. Sanchez accepted the following terms and conditions of employment, consistent with the terms and conditions of other department head agreements. The At-Will Employment Agreement capturing these provisions is attached as Exhibit 1 to the resolution contemplated with this report.

**Employment Agreement Term**

- 3 years

**Salary**

<i>Annual Salary: Step E of Range 525 on City of Madera Schedule M</i>					
Step A	Step B	Step C	Step D	Step E	Step F
\$117,123.36	\$122,979.53	\$129,128.50	\$135,583.02	\$142,368.54	\$149,485.05

## Severance & Termination

- 1 ½ months salary & health benefits severance in 1 lump sum payment for separation without cause

## Paid Leave

- Vacation – accrues based on years of service; maximum accrued balance will be 360 hours. Employee also receives an 8-hour credit to vacation each year on the employee’s hire anniversary date.
  - Vacation Cash-out: Employee may cash-out unused vacation once per year if vacation balance is at least 160 hours.
    - 0-5 years of total City service – 40 hours
    - 6+ years of total City service – 80 hours
- Sick leave – accrues each pay cycle; no cap on accrual. After 5 years of City service, employee may cash-out unused sick leave with positive separation or retirement based on the following schedule:

Years of Service	Sick Leave Cash-Out
5	7.5%
7	10.5%
10	15.0%
15	22.0%
20	30.0%

- Family Sick Leave - Up to 72 hours of sick leave may be used each year for family.
- Administrative Leave – 40 hours credited each July 1. This leave is not available for carryover or cash-out. A pro-rated amount will be credited for the remainder of the fiscal year based on hire date.
- Holidays – The City observes 11 paid 8-hour holidays and 2 paid 4-hour holidays.
- Floating Holiday – Employees with 5-9 years of total City service are credited with 20 hours of Floating Holiday each July 1; employees with 10+ years of total City service are credited with 40 hours of Floating Holiday each July 1. This leave is not available for carryover or cash-out.

## Retirement

- CalPERS formula will be the standard Public Employee Pension Reform Act (PEPRA) formula for miscellaneous employees. Employee will pay full Employee Contribution pre-tax (currently 6.25%).
  - Employee pays 2.375% of base pay towards Employer Contribution through a post-tax payroll deduction.

- Employee pays for 1959 Survivor Benefit.
- Deferred Compensation – The City offers two 457 Deferred Compensation plans for the employee to choose from and the employee may contribute to the plan of their choice. The City does not make contributions to the deferred compensation plan for management employees.

### **Health Insurance**

- Employee will receive the same plan offerings and employer contribution as that received by the City of Madera Mid Management Employee Group.

### **Other Benefits**

- Employee will receive a \$75/month technology stipend for use of his personal cell phone for City business.
- Bereavement Leave: In addition to paid leave available, Employee will receive 3 days of leave per fiscal year in the event of the death of a grandparent, parent, spouse, registered domestic partner, or child.
- Participation in health after retirement: Employee may elect to continue to purchase health insurance from the City for self and dependents until eligible for Medicare. The cost is equal to the premium plus a 2% admin fee. The City will not contribute to retiree health.
- City paid life/AD&D insurance: \$50,000 employee/\$5,000 dependent; employee can purchase additional voluntary life insurance for self, spouse and/or dependents through the City's provider through payroll deduction.
- City paid Long Term Disability

### **FINANCIAL IMPACT:**

Pay and benefits for the Director of Financial Services position are included in the City's adopted budget. Annual base salary as provided in the Agreement is \$142,368.54. Actual total compensation will depend on the enrollment tier selected for health insurance by the individual employee.

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

Pay and benefits 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 provide alternative direction to the City Manager.

**ATTACHMENTS:**

1. Resolution
  - a. Exhibit 1: Director of Financial Services At-Will Employment Agreement

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING AN  
AT-WILL EMPLOYMENT AGREEMENT WITH ROGELIO SANCHEZ TO SERVE AS DIRECTOR OF  
FINANCIAL SERVICES FOR THE CITY OF MADERA AND AUTHORIZING THE CITY MANAGER TO  
EXECUTE THE AGREEMENT

**WHEREAS**, the City of Madera has a need for a full time Director of Financial Services to oversee and administer the functions of the City's Finance Department, including general accounting, budgeting, expenditure controls, investment management, license and fee collection, utility billing and collection, payroll, purchasing, and grant administration; and

**WHEREAS**, the City conducted a recruitment to solicit applications for the position of Director of Financial Services, and based on the outcome of that process, Mr. Rogelio Sanchez was the candidate of choice to fill the position; and

**WHEREAS**, City Manager Arnoldo Rodriguez has recommended Mr. Sanchez be appointed to the full time Director of Financial Services position; and

**WHEREAS**, an At-Will Employment Agreement has been negotiated with Mr. Sanchez by Mr. Rodriguez that sets out the salary and benefits for the offered position and both parties are in agreement on the terms of the At-Will Employment Agreement.

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

1. The above recitals are true and correct.
2. The At-Will Employment Agreement between the City of Madera and Rogelio Sanchez to serve as Director of Financial Services, attached hereto as Exhibit 1, is approved.
3. The City Manager is authorized to execute the Agreement on the City's behalf.
4. This resolution is effective immediately upon adoption.

\* \* \* \* \*

**DIRECTOR OF FINANCIAL SERVICES**  
**AT-WILL EMPLOYMENT AGREEMENT**

THIS AGREEMENT, entered into this 15<sup>th</sup> day of January 2020, by and between the CITY OF MADERA, State of California, a municipal corporation (hereinafter referred to as "Employer" or "City"), and Rogelio Sanchez (hereinafter referred to as "Employee"), both of whom understand and agree as follows:

**Recitals**

WHEREAS, Employer desires to employ the services of Rogelio Sanchez as Director of Financial Services for the City of Madera; and

WHEREAS, it is the desire of the City Manager of the Employer to provide certain benefits, to establish certain conditions of employment, and to set working conditions of said Director of Financial Services; and

WHEREAS, Rogelio Sanchez desires to be employed as Director of Financial Services for said City of Madera.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

**Agreement**

Section 1: TERM

- A. The term of this Agreement shall be three (3) years commencing on January 27, 2020. The Employer will provide written notice to the Employee on or before October 29, 2022, of its intent to offer to extend, renew, or otherwise not renew this contract for an additional term. If the Employer chooses to extend the Agreement, the Employer will inform the Employee of the new proposed term at the time of its offer to renew. The Employee must respond to an offer to extend or renew the Agreement within 45 days of the offered extension or renewal.
- B. Employee shall serve as the Director of Financial Services. Employee shall at all times serve at the sole will, discretion, and pleasure of the City Manager. This means that the Employee is an at-will employee. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employer to suspend or terminate the services of the Employee at any time, with or without cause, for any reason, or for no reason at all.
- C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time after January 27, 2020, from his position with Employer.

Employee is requested to give at least thirty (30) calendar days written notice to Employer prior to the effective date of resignation.

## Section 2: TERMINATION AND SEVERANCE PAY

- A. In the event Employee is terminated by the City Manager before expiration of the aforesaid term of employment and during such time that Employee is willing and able to perform his duties under this Agreement, then in that event, Employer agrees to pay Employee a lump sum cash payment equal to the maximum amount of pay permitted by law under Government Code sections 53260 and 53261, up to a lump sum cash payment equal to one and one half (1 1/2) months' aggregate salary and health benefits. Upon such termination, Employee shall also be compensated for all earned paid leave and other accrued benefits to date of termination. This shall not include the payout of accumulated sick leave other than as authorized pursuant to this Agreement.

In the event Employee is terminated for cause or for conviction, then, in that event, Employer shall have no obligation to pay the aggregate severance sum designated in the above paragraph.

- B. In the event Employer at any time during the term of this Agreement reduces the salary or other financial benefits of Employee in a greater percentage than an applicable across-the-board reduction for all Employees of Employer, or in the event Employer refuses, following written notice, to comply with any other provision benefiting Employee herein, or the Employee resigns following a suggestion, whether formal or informal, by the City Manager that he resign, then, in that event, Employee may, at his option, be deemed to be "terminated" at the date of such reduction, such refusal to comply or such suggestion within the meaning and context of the herein severance pay provisions.

## Section 3: DUTIES

- A. Employer hereby agrees to employ the Employee to perform the functions and duties of such office as set forth in the Director of Financial Services Job Description on file with the Office of the City Clerk and referred to for more particulars, and to perform such other duties as the City Manager may from time to time assign.
- B. The Director of Financial Services is exempt from the overtime provisions of the Fair Labor and Standards Act, as amended, but is expected to engage in those hours of work that are necessary to fulfill the obligations of the Director of Financial Services.
- C. Employee may engage in up to five (5) hours per week for teaching without prior written approval of the Employer. Employee shall not be involved in any other outside employment without written prior approval from the Employer. This includes, but is not limited to,

consultant work, speaking engagements, entering an independent contract relationship, or any other activities unrelated to the Employee's employment with the City.

- D. Employee will maintain on file with the Employer his current place of residence and telephone number(s), and shall notify the Employer of any changes within twenty-four (24) hours.
- E. In the event the Employee becomes mentally or physically incapable of performing the Director of Financial Services job duties, the Employer will comply with the law in regard to separating the Director of Financial Services from employment.

#### Section 4: PERFORMANCE EVALUATION

The City Manager shall review and evaluate the performance of the Employee on an ongoing basis and shall, at least once annually on the employment anniversary date established, complete a written performance review and/or evaluation. The review and/or evaluation shall be in accordance with specific criteria developed by the City Manager. Specific criterion may be added or deleted as the City Manager may determine.

#### Section 5: SALARY

Effective January 27, 2020, Employer agrees to pay the Director of Financial Services for his services rendered pursuant hereto a base salary of \$5,475.71 bi-weekly (City of Madera Salary Schedule Range 525, Step E), payable in installments at the same time as the majority of the Employer's employees. The City Manager may review and adjust said annual base salary in such amounts and to such extent as the City Manager determines, consistent with the published City of Madera Salary Schedule adopted by the City Council of the City of Madera.

Employee desires to take a reduction in his compensation package equivalent to the salary contribution Miscellaneous employees are making towards the CalPERS Employee Contribution, however, employee already pays the full Employee Contribution per Section 6.C. of the Agreement. Therefore, employee desires to contribute an equivalent amount of salary towards the Employer Contribution to CalPERS. These contributions toward the CalPERS Employer Contribution shall be made as an after-tax payroll deduction and be equivalent to 2.375% of salary.

#### Section 6: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

##### A. Paid Leave

##### 1. Vacation

Employee will earn vacation credits, dependent upon the number of years of service with the City, for each pay period Employee is in a paid status at least 50% or more of

the period. All accrued vacation is paid to Employee upon retirement, resignation or termination.

COMPLETED YEARS	NUMBER OF HOURS RECEIVED PER PAY PERIOD
0 through 4 yrs.	3.6923 hrs. per pay period
5 through 9 yrs.	4.6156 hrs. per pay period
10 through 14 yrs.	5.5384 hrs. per pay period
15 through 19 yrs.	6.1538 hrs. per pay period
20 plus yrs.	6.4615 hrs. per pay period

The maximum vacation Employee is allowed to accumulate is 360 hours.

Each employee shall receive the date known as the "employee anniversary date" as a vacation day. This day shall be added to vacation time at a straight time rate. Credit for the day will not be given until the employee's anniversary date has passed during the current fiscal year and is in addition to the above accrual schedule.

Employee may request to cash out vacation once each fiscal year. For employees with up to 5 years of City service, the maximum annual cash out will be 40 hours. For employees with 6 or more years of City service, the maximum annual cash out will be 80 hours. To be eligible for such cash out provision, employees must have a vacation balance of at least 160 hours at the time of request. Requests must be made in writing to the Payroll Specialist at least 15 days in advance and such requests will be paid on a regular pay date of the City.

## 2. Sick Leave

Sick leave, with pay, accrues at the rate of 3.6923 hours per pay period an employee is in a paid status at least 50% or more of the period. Rules governing sick leave use and eligibility are noted in the City of Madera Personnel Rules and Regulations.

In addition to the reasons for use of Sick Leave as stated in the Personnel Rules & Regulations, an employee may utilize accrued Sick Leave hours for any absence designated by the City as being covered by the Federal Family Medical Leave Act (FMLA) and/or the California Family Rights Act (CFRA), regardless of the reason for the leave. It will be the employee's responsibility to complete the required paperwork to certify the need for leave and he/she must provide timely notification of the need for leave in compliance with FMLA/CFRA regulations. Use of Sick Leave for this purpose will not commence until such requirements have been met. Use of Sick Leave for family members when the leave has been designated as FMLA/CFRA will not count against the employee's annual limit of Family Sick Leave as provided in this Agreement.

Employee may cash out sick leave upon retirement or positive separation from the City based on the below table. To be eligible, employees must be employed with the City on a full time basis for a minimum of five years. Negative terminations (discharge) are not eligible for cash out of sick leave. An employee has the option to convert 100% of the remaining sick leave upon retirement to CalPERS service credit.

<u>Years of Service</u>	<u>Sick Leave Cash-Out</u>
5	7.5%
7	10.5%
10	15.0%
15	22.0%
20	30.0%

### 3. Family Sick Leave

Sick Leave may be used up to the limit of seventy-two hours each calendar year:

#### 3.1. For the diagnosis, care, or treatment of an existing health condition or preventative care for an employee's family member, including:

- 3.1.1. Child (including a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis.)
- 3.1.2. Spouse or Registered Domestic Partner
- 3.1.3. Parent (including biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.)
- 3.1.4. Grandparent
- 3.1.5. Grandchild.
- 3.1.6. Sibling.

#### 3.2. To obtain any relief or services related to being a victim of domestic violence, sexual assault, or stalking including the following with appropriate certification of the need for such services:

- 3.2.1. A temporary restraining order or restraining order.
- 3.2.2. Other injunctive relief to help ensure the health, safety or welfare of themselves or their children.

- 3.2.3. To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
- 3.2.4. To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.
- 3.2.5. To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.
- 3.2.6. To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

Such leave is a part of Sick Leave accrual, not in addition to, the 12 days (96 hours) of Sick Leave earned per year. All conditions and restrictions placed by the City upon the use by an employee of sick leave for himself or herself shall apply to the use by an employee of sick leave to attend to an illness of his or her identified family member.

All other provisions for use of Sick Leave by the employee also apply to Family Sick Leave use. This includes, but is not limited to, the Sick Leave section of the Personnel Rules and Regulations.

#### 4. Administrative Leave

In recognition of the fact that Employee is expected to work all reasonable hours necessary to accomplish assigned tasks he will be credited with five days (40 hours) of Administrative Leave at the beginning of each fiscal year. This leave may not be carried over or cashed out and shall be taken under the same conditions as vacation leave. It is recognized that such time is not intended to provide an hour for hour or greater leave for actual hours worked over those scheduled, but it is a benefit in recognition of duty requirements. As this Agreement will be effective mid-Fiscal Year, Employee will be credited with a pro-rated amount of Administrative Leave upon hire for Fiscal Year 2019/20.

#### 5. Holidays

The following (8) hour days are established as holidays with pay: New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day After Thanksgiving, and Christmas Day.

The parties agree that the following half days (4 hours) are established as partial holidays with pay: Good Friday and the last work day prior to Christmas or New Year's Day.

The parties agree that to be eligible to receive a paid holiday, the employee must be in a paid status on the scheduled work day either immediately preceding the identified holiday or on the scheduled work day immediately following the identified holiday.

In addition to the City observed holidays outlined above, Employee will receive floating holiday leave hours. Said leave hours shall be credited to the employee on July 1 of each fiscal year, may not be carried over or cashed out, and shall be taken under the same conditions as vacation leave. Employees with 5-9 years of full time continuous service with the City of Madera as of July 1 of each year shall be credited with 20 hours of floating holiday leave. Employees with 10 or more years of full time continuous service with the City of Madera as of July 1 of each year shall be credited with 40 hours of floating holiday leave.

#### B. Disability, Health, and Life Insurance

Employer will provide term life insurance for Employee in the amount of \$50,000 which includes accidental death and dismemberment (AD&D) coverage. Employer also will provide dependent life in the amount of \$5,000 and Long Term Disability Insurance, which provides salary replacement benefits.

Employer agrees to provide a monthly health benefit allowance for the employee to purchase health insurance (including medical, dental and vision coverage of the Employee and family) through an IRS Section 125 Cafeteria Plan. The benefit plans offered by Employer and the monthly benefit allowance received by Employee from Employer will be equal to the benefit plans offered to and monthly benefit allowance received by employees represented by the Mid Management Employee Group.

Medicare - 1.45% Employer's contribution matched by an Employee contribution of 1.45% of Employee's salary for mandated Medicare coverage.

#### C. Retirement

The City participates in the CalPERS retirement system. Employee will be placed on the appropriate miscellaneous plan consistent with CalPERS membership requirements. The Employee will pay all of the Employee Contribution for the plan in pre-tax dollars under IRS Code 414(h)(2). The Employee will also be responsible for the Employee's Contribution for the 1959 Survivor's Benefit.

#### D. Bereavement Leave

Employee is allowed an additional three (3) days leave per fiscal year in the event of death of any of the following members of the employee's family: spouse, child, parent or grandparent.

#### E. Retiree Paid Health Insurance

The City will allow Employee to continue to participate in the City health plan offerings (medical, dental, and vision) at the retiree's expense until age 65 or when eligible for Medicare, whichever comes first. Both retiree and dependent coverage are available under this program. An administrative fee in an amount equal to two percent (2%) of the insurance premiums will be charged to the retiree for the City to process the benefit. In the event the administrative fee increases, retiree shall pay the higher fee. If, in the future, the City no longer offers the same insurance carrier/plan the retiree and his or her spouse will be eligible to purchase insurance coverage under the new plan. Coverage must be selected upon retirement; no lapse in coverage will be allowed under this provision. If retiree chooses not to participate or chooses to terminate participation, retiree may not seek coverage under the City health plan at a later date.

#### F. Technology Allowance

Employee will receive a monthly technology allowance of \$75. Employee will not receive a City-issued cell phone or be provided with any type of wireless plan through the City's wireless carrier for his personal cell phone. Employee will be expected to utilize his personal cell phone for City business and Employee's personal cell phone number must be available to the public.

#### G. Other

The City Manager shall fix any such other terms and conditions of employment, as s/he may determine from time to time, relating to the performance of the Director of Financial Services, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City of Madera Municipal Code or any other law.

### Section 7: TERMINATION

The Director of Financial Services is an at-will employee and serves at the will and pleasure of the City Manager and may be terminated at any time.

### Section 8: DUES AND SUBSCRIPTIONS

Employer agrees, to the extent it is financially able, to budget for and to pay for professional dues and subscriptions of Employee necessary for his continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional participation, growth, and advancement, and for the good of the Employer.

### Section 9: PROFESSIONAL DEVELOPMENT

- A. Employer hereby agrees, to the extent it is financially able, to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official functions for Employer, including but not limited to such other national, regional, state and local governmental groups and committees thereof which Employee serves as member.
- B. Employer also agrees, to the extent it is financially able, to budget for and to pay for travel and subsistence expenses of Employee for short courses, institutes and seminars that are necessary for his professional development and for the good of the Employer.

### Section 10: INDEMNIFICATION

In addition to that required under state and local law, Employer shall defend, hold harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as Director of Financial Services. Employer will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

### Section 11: BONDING

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

### Section 12: CONFLICT OF INTEREST

- A. Employee shall not engage in any business or transaction or have a financial or other personal interest or association, direct or indirect, which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal interests, distinguished from financial interests, include an interest as arising from blood or marriage relationships or close business, and personal or political affiliations.
- B. Employee shall also comply with the conflict of interest provisions of the California Government Code and any conflict of interest code applicable to the Director of Financial Services' employment.
- C. Employee is responsible for submitting to the City Clerk the appropriate Conflict of Interest Statements (including Form 700) at the time of appointment, annually thereafter, and at the time of separation from position.

### Section 13: NOTICES

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

Employer: City Manager, City of Madera, 205 West Fourth Street, Madera CA 93637

Employee: On file with the City of Madera Human Resources Department

Alternately, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

### Section 14: REDUCTION OF BENEFITS

Employer shall not at any time during the term of this Agreement reduce the salary, compensation or other financial benefits of Employee, except to the degree of such reduction across-the-board for all Employees of the Employer.

### Section 15: GENERAL PROVISIONS

- A. The text herein shall constitute the entire and fully integrated Agreement between the parties and no promise, representation, warranty or covenant not included in this Agreement has been relied upon by any party hereto.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Employee; however, this Agreement is not assignable by either party.
- C. This Agreement shall become effective commencing January 27, 2020.
- D. This Agreement replaces and supersedes any previous Employment Agreements or Agreement Amendments, written and oral, between Employer and Employee.
- E. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable by a court of law, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect. This Agreement shall be construed under California law. No waiver of any term or condition of the Agreement shall be considered a continuing waiver thereof.

IN WITNESS WHEREOF, the City of Madera has caused this Agreement to be signed and executed on its behalf by its City Manager, and duly attested by its City Clerk, and the Director of Financial Services has signed and executed this Agreement, both in duplicate.

EMPLOYEE

CITY OF MADERA



\_\_\_\_\_  
Rogelio Sanchez

\_\_\_\_\_  
Arnoldo Rodriguez, City Manager

Date: 01/09/2020

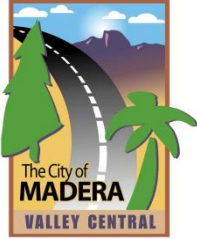
Date: \_\_\_\_\_

ATTEST

APPROVED AS TO FORM

\_\_\_\_\_  
Alicia Gonzales, City Clerk

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



## REPORT TO CITY COUNCIL

Approved by:

Arnaldo Rodriguez, City Manager

Council Meeting of: January 15, 2020

Agenda Number: D-5

### SUBJECT:

Introduction of an Ordinance of the City Council of the City of Madera, California Amending Title VIII: Finance, Revenue and Taxation, Chapter 7: Municipal Utilities regarding discontinuance of service, delinquent accounts and noticing prior to termination of service and adoption of Resolution establishing the City of Madera Utility Service Policy for Delinquent Residential and Multi-Family Customers.

### RECOMMENDATIONS:

1. Waive full reading and introduce Ordinance of the City of Madera, California amending Title VIII: Finance, Revenue, and Taxation, Chapter 7: Municipal Code, Sections 8-7.09, 8-7.10, and 8-7.14 of the Madera Municipal Code Relating to Discontinuation of Service, Delinquent Accounts, and Noticing Prior to Termination of Water Service and
2. Adopt Resolution Establishing a Witten Utility Service Policy for Delinquent Residential and Multi-Family Residential Users Policy.

### SUMMARY:

The State Senate enacted SB 998 (Dodd) called the Water Shut Off Protection Act.: The bill, signed into law September 28, 2018 (Health and Safety Code, Part 12 of Division 104), adds Chapter 6 Discontinuation of Residential Water Service. It is effective February 1, 2020. The law requires all public water systems (with more than 200 connections) to have a written policy on discontinuation of residential water services, provide that policy in multiple languages, and prohibit an urban and community water system from discontinuing residential service for nonpayment until delinquent for at least sixty (60) days.

### DISCUSSION:

SB 998 provides rules and procedures for urban and community water system to follow before they shut off residential water service. Residential water service includes service to a residential connection to a single-family home, multifamily homes, mobile homes including those in mobile home parks and farmworker housing.

The City is an urban supplier, so it must comply with SB 998 by February 1, 2020. According requirements in the new law, the City will need to extend the number days before it shuts off service to at least 60 days. The City will need to make sure its notice to customers includes information required by SB 998.

The City currently has a policy regarding Delinquent Services. The policy is not compliant with SB 998 and combines both commercial and residential service into one policy. This agenda item addresses changes to residential policy and procedures only. It does not address changes to the commercial policy. This will be updated at a later date and does not require any changes by SB 998.

The Delinquent Service Policy for Residential customers has been updated to contain (1) payment options, including a plan for deferred or reduced payments and alternative payment schedule and (2) a method to avoid discontinuation, including an appeal and a telephone number for a customer to contact to discuss options for averting discontinuation of residential service for nonpayment. The City's policy must be available on the website.

The written notifications that service will be discontinued has been updated to be compliant with SB 998, and includes customer name/address, amount of delinquency, date by which payment or arrangement is required in order to avoid discontinuation of residential service, description of the process to apply for extension of time to pay the delinquent charges, description of the procedure to appeal the bill and description of procedure by which a customer may request an alternative payment schedule.

The City's proposed changes to the ordinance amends City of Madera's Ordinance, Title VIII: Finance, Revenue and Taxation, Chapter 7: Municipal Utilities to be in compliance with SB 998.

**FINANCIAL IMPACT:**

Failure to implement SB 998 by February 1, 2020 could result in the state water board assessing civil penalties not to exceed \$1,000.00 per day to each day that a violation continues to occur.

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

The ordinance amendment will further apply to core vision statements of the Vision Plan of "A Safe, Health Environment" by extending the number of days before termination of water services.

**ALTERNATIVES:**

Not to comply with (SB) Senate Bill 998 and leave the ordinance and policy as it currently exists.

**ATTACHMENTS:**

1. Ordinance
2. Resolution Establishing Policy

**ORDINANCE NO. 20-**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA  
AMENDING TITLE VIII: FINANCE, REVENUE, AND TAXATION, CHAPTER 7:  
MUNICIPAL UTILITIES, SECTIONS 8-7.09, 8-7.10, AND 8-7.14 OF THE MADERA  
MUNICIPAL CODE RELATING TO DISCONTINUATION OF SERVICE, DELINQUENT  
ACCOUNTS, AND NOTICING PRIOR TO TERMINATION OF WATER SERVICE**

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

**SECTION 1.** Section 8-7.09 of the Madera Municipal Code is amended to read as follows:

§ 8-7.09 DISCONTINUANCE OF SERVICE FOR NON-PAYMENT.

(A) Residential utility accounts remaining unpaid for at least sixty (60) calendar days after the due date shall be subject to disconnection from water utility services in the manner prescribed in the City Utility Services Policy and consistent with applicable sections of the California Public Utilities Code.

(B) Commercial utility accounts remaining unpaid after the due date shall be subject to disconnection from water utility services in the manner prescribed in the City Utility Services Policy and consistent with applicable sections of the California Public Utilities Code.

(C) Where more than one residence is billed under one multi-unit account, including but not limited to apartment units, mobile home parks, etc., accounts remaining unpaid for at least sixty (60) days after the due date shall be subject to disconnection from water utility services in the manner prescribed in the City Utility Services Policy and consistent with applicable sections of the California Public Utilities Code.

(D) In order to restore service to an account with discontinued service, payment in the form of check will not be accepted. Cash, debit, credit, or money order will be accepted.

**SECTION 2.** Section 8-7.10 of the Madera Municipal Code is amended to read as follows:

§ 8-7.10 DELINQUENT ACCOUNTS.

(A) In the event that a utility bill is not paid on or before the delinquent date, the following additional charges shall be added to each delinquent billing:

(1) The amount determined by resolution or, in the absence of such resolution, 10% of the delinquent balance of all utility charges.

(2) In addition, the delinquent balance, including additional charges, shall be charged interest at the rate of 1 1/2% per month.

(B) If water service had been discontinued for failure to pay a utility bill as set forth in § 8-7.09 of this chapter, the entire amount of the utility bill including all applicable penalties, interest, and deposit shall be paid before water service is restored, unless an amortization agreement for payment of the delinquent balance consistent with the Public Utilities Code and the City Policy under California Water Shut Off Act (SB 992: Health and Safety Code Sections 116900 to 116926) is arranged with the Finance Director or his or her designee. The City Policy is established by City Council Resolution as "City of Madera Utility Service Policy for Residential and Multi-Family Customers").

(C) A charge as determined by resolution of the Council shall be charged on all returned checks, plus any service charges assessed by the Bank. Accounts shall be subject to the following payment restrictions.

(1) Checks will not be accepted as payment when service has been interrupted because of a returned check.

(2) If account holder has two checks returned to the city from the issuing bank within a six- month period, no checks will be accepted as payment on that account for the six months following the last returned check.

(D) In addition to any other fees or charges provided in this section, any customer requesting a utility service, including but not limited to application for water service, service turn-on, or shut-off, on any Saturday, Sunday, legal holiday, or before the hour of 8:00 a.m. or after the hour of 5:00 p.m. of any day, shall pay an additional charge as determined by resolution of the Council for after hours or weekend or holiday service.

(E) Accounts shall be subject to collection of any delinquent fees and charges in the following manner:

(1) At the time the fees become delinquent and until such time as they are fully paid, the delinquent account balance, including late charges, shall constitute an unrecorded lien against the property and, as such, may be identified during a title search. In addition, commercial businesses' delinquent account balances, including late charges, may be considered an unrecorded lien against the business and/or owner of the business except that all procedures under the City of Madera Utility Service Policy for Residential and Multi-Family Residential Customers shall be followed first.

(2) Once a year, the Council shall cause to be prepared a report of current delinquent fees, including late charges, for that year. The Council shall fix a time, date and place for hearing the report and receiving any objections or protests thereto.

(3) The Council shall cause notice of the hearing to be mailed to the landowners listed on the report not less than 15 calendar days prior to the date set for hearing.

(4) At the hearing, the Council shall hear any objections or protests of landowners liable to be assessed for delinquent fees including late charges and administrative fees. The Council may then make revisions or corrections to the report as it deems just, after which, by resolution, the report shall be affirmed.

(5) The delinquent fees set forth in the report as confirmed shall constitute a lien against the respective parcels of land and are a lien on the property for the amount of such delinquent fees, including interest and late charges. A certified copy of the resolution affirming the assessments shall be filed with the County Recorder and the County Auditor-Controller/Tax Collector for the amounts of the respective assessments against the respective parcels as they appear on the current assessment roll. The lien created attaches upon filing. The assessments shall be collected at the same time and in the same manner as other property taxes and shall be subject to the same penalties and the same procedures and sale in case of delinquency as provided for such taxes. All laws applicable to the levy, collection and enforcement of property taxes shall be applicable to such assessments. However, if during the first year for which the charges are prescribed, the property served by the city has been transferred or conveyed to a bona fide purchaser for value, and attached thereon, prior to the date on which the first installment of county taxes would become delinquent, the charge shall not result in a lien against the real property, but shall become transferred to the unsecured roll for collection.

(6) In addition to, or alternatively to, imposing a lien, the city may file an action for the collection of any amounts due and unpaid. In any such action, the delinquent balances may also be processed through a collection agency.

(7) If the account of a commercial customer who is not the property owner remains delinquent for over 90 days, a billing will be rendered to the property owner so as to provide notice of the delinquency and lien on the property, as mandated in subsection (1) of this section, such that payment of the account can occur prior to applying subsections (2), (3), (4), (5), and (6) of this section. The charges for utility service referred to herein shall constitute a lien against the lot or parcel of land against which the charge was imposed if such charge remains delinquent for a period of 90 days. In the event that utility services are provided to property occupied by a non-owner/tenant, and payment for such service had been guaranteed by the property owner, the Director of Finance is authorized and directed to notify such owner of any delinquencies hereunder upon their occurrence.

(8) The city shall have the right to require that commercial property owners guarantee tenant accounts that are delinquent or have a history of delinquency.

(9) The provisions of this section shall be applicable, in addition to the fees and charges arising from service provided under Chapters 5-3, 5-4, and 5-5 of this municipal code.

**SECTION 3.** Section 8-7.14 of the Madera Municipal Code shall be amended to read as follows:

§ 8-7.14 NOTICING PRIOR TO TERMINATION OF SERVICE.

*(A) Delinquent residential accounts and properties without an active account.*

(1) Ten calendar days before an account becomes delinquent, a notice is to be forwarded to the account holder by mail, to the service address. The notice will indicate that a penalty will be applied and the water will be shut off if the past due balance is not paid in full by the required payment date as established in the City of Madera Municipal Code. The notice is applicable to those accounts that are at least sixty (60) days past due and are not already under a payment agreement. The notice will include (a) a customer's name and address, (b) amount past due, (c) date by which payment or payment arrangements are required to avoid termination of service, (d) description of the process to apply for payment arrangements, (e) description of the process to dispute or appeal a bill, and (f) City Finance Department's telephone number and a web link to the City Finance Utility Billing Department's written delinquent account policy.

(2) Ten calendar days prior to termination of service, a notice that water services will be discontinued is mailed to the customer. If the mailing address and the address of the property to which water service is provided are different, a second notice will be mailed to the service address and addressed to "Occupant." If unable to reach customer by telephone or the mailed notice has been returned undeliverable, the City will make every effort to hand deliver or post a notice in a conspicuous place regarding the shut off process. (3) City staff will proceed to shut off procedure if the account holder has made no response to the ten-day or 48-hour notices.

*(B) Delinquent commercial accounts and properties without an active account.*

(1) Ten calendar days prior to termination of service, a termination notice is to be forwarded to the account holder either by mail or posted in a conspicuous place at the service address. That notice will typically be provided on the customer's utility bill and will relate to the balance from the prior utility bill that has become delinquent. The notice will indicate that a penalty will be applied and the water will be shut off if the past due balance is not paid in full by the required payment date, as established in the City of Madera Municipal Code § 8-7.08(D). The ten-day notice is for those accounts that have not paid their balance from the prior utility bill and are not already under a special payment agreement. If the notice is mailed, the ten-day period will begin five days after the date of mailing the notice. If the notice is physically posted at the service address, the ten-day period will begin on the day of posting.

(2) Seven calendar days prior to termination of service, a 48-hour shut off notice will be forwarded to the customer by mail. The 48-hour period will begin five days after the mailing of the notice. At least 48 hours prior to termination of service city staff will make a reasonable attempt to contact an adult person residing at the premises by phone. In certain instances, this notice may be hand delivered or posted in a conspicuous place to expedite the shut off process once city staff has made a reasonable attempt to contact an adult at the premises by phone.

(3) Proceed to shut off procedure if the commercial account holder has not made an attempt to contact the office or if the account has not been brought to a current status.

*(C) Delinquent multifamily accounts and properties without an active account.*

(1) Ten calendar days before an account becomes delinquent, a notice is to be forwarded to the account holder by mail to the service address. The notice will indicate that a penalty will be applied and the water will be shut off if the past due balance is not paid in full by the required payment date as established in the City of Madera Municipal Code. The notice is applicable to those accounts that are at least sixty (60) calendar days past due and are not already under a payment agreement. The notice will include (a) a customer's name and address, (b) amount past due, (c) date by which payment or payment arrangements are required to avoid termination of service, (d) description of the process to apply for payment arrangements, (e) description of the process to dispute or appeal a bill, and (f) City Finance Department's telephone number and a web link to the City Finance Utility Billing Department's written delinquent account policy.

(2) Ten calendar days prior to termination of service, a notice that water service will be discontinued is mailed to the customer. If the mailing address and the address of the property to which water is provided are different, a second notice will be mailed to the service address and marked "Occupant." If unable to reach customer by telephone or the mailed notification has been returned undeliverable, the City will make every effort to hand deliver or post a notice in a conspicuous place regarding the shut off process.

(3) The notice will advise tenant/occupant that they have the right to become customers of the City without being required to pay the amount due on the delinquent account, as long as they are willing to assume financial responsibility for subsequent charges for water service at the address(es) served by master meters. Tenants must have the opportunity to transfer the account into their name.

(4) Proceed to the shut off procedure if all monies, including penalty and interest have not been paid within the required time frame.

*(D) Breached special payment agreements.*

(1) At least 48 hours prior to termination of service, city staff will make a reasonable attempt to contact the account holder by phone. If a phone call is unable to be completed, then a 48-hour notice will be posted at the service address.

(2) Service will be shut off if the account holder has made no response to the 48-hour notice.

**SECTION 4. SEVERANCE.** If any section, subsection, phrase, or clause of this ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this ordinance

**SECTION 5. CEQA.** The City Council finds this ordinance is not a project under the California Environmental Quality Act because it can be seen with certainty that it will not have a significant effect or physical change to the environment. See Title 14, California Code of Regulations, Section 15061 (b) (3).

**SECTION 6. PUBLICATION.** This ordinance shall be published in accordance with the provisions of Government Code Section 36933.

Resolution No. \_\_\_\_\_

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA  
ESTABLISHING A WRITTEN UTILITY SERVICE POLICY FOR  
DELINQUENT RESIDENTIAL AND MULTI-FAMILY RESIDENTIAL USERS**

**WHEREAS**, the State legislature has enacted Senate Bill 998 (“SB 998”), the Water Shut Off Protection Act; and

**WHEREAS**, SB 998 is intended to help residential water users who lose access to water service due to their inability to pay; and

**WHEREAS**, SB 998 requires water purveyors such as the City of Madera to adopt written procedural protections (hereafter “Shut Off Policy”) before residential water service can be discontinued for non-payment; and

**WHEREAS**, the City is required to comply with SB 998 by February 1, 2020; and

**WHEREAS**, to comply with SB 998 it is necessary to update the City’s current utility policy relating to delinquencies.

**WHEREAS**, staff has presented a new policy that will ensure compliance with SB 998.

**NOW, THEREFORE**, the City Council of the City of Madera resolves as follows:

**Section 1.** Recitals. All the recitals herein contained are true and correct.

**Section 2.** The City Council establishes the City of Madera Utility Service Policy for Delinquent Residential and Multi-Family Customers which is attached to this resolution as Exhibit A and incorporated by reference.

**Section 3.** The Finance Director is hereby authorized to implement the Policy as required by SB 998.

**Section 4.** Effective Date. This resolution shall take effect upon adoption.

I hereby certify that the foregoing is a full, true and correct copy of a Resolution duly and regularly adopted and passed by the City Council for the City of Madera, California, at a regular meeting held on the 15th day of January 2020 by the following vote:

**CITY OF MADERA**  
**UTILITY SERVICE POLICY**  
**FOR DELINQUENT RESIDENTIAL AND MULTI-FAMILY RESIDENTIAL CUSTOMERS**

**APPLICATION OF POLICY AND TELEPHONE NUMBER**

This policy enumerates the City of Madera’s administrative procedures and actions for the collection of delinquent accounts, including notifications, fee assignments and discontinuation of service. This policy together with Title 8, Chapter 7 of the Madera Municipal Code serves to comply with Water Shut Off Protection Act set forth in SB 998 (Health and Safety Code Sections 116900 to 116926). This policy will be made available to the public on the City Finance (Utility Billing) Department’s website at [www.madera.gov/SB-998](http://www.madera.gov/SB-998). The City Finance Utility Billing can be contacted by telephone at (559) 661-5459 to discuss options for averting discontinuation (also referenced “shut off”) of water service for nonpayment under the terms of this policy.

- I. **Definition of Delinquent Account:** An account becomes delinquent upon the dates specified in the City of Madera Municipal Code. Any revision to such dates in the Municipal Code will be reflected in this policy. The current date established in the Municipal Code is the 26<sup>th</sup> day of the billing month unless the due date falls on a weekend or holiday then the due date will be the next business day.
  
- II. **Delinquent Account – Fees and Notification**
  - A. **Fees.** If an account is past due for over 30 days, a 10% penalty is assessed and an ongoing interest of 1.5% per month is charged after 30 calendar days. Service to a delinquent account may be discontinued for nonpayment when a customer has been delinquent for at least sixty (60) calendar days subject to the Notice and other requirements under this policy. A shut-off fee of \$50 will be assessed if service is discontinued.
  
  - B. **Notices.** A Notice of Vacancy or Notice of Delinquency is mailed to the account holder ten (10) calendar days before the account becomes delinquent and/or the customer is contacted by telephone. The Notice will indicate that the water will be shut off if the delinquent balance is not paid in full by the required payment date, as established in the City of Madera Municipal Code. The Notice is required for those accounts that are delinquent and are not already on a Payment Arrangement. The written Notice will be mailed to the mailing address designated on the account. The Notice will include:
    - Customer’s name and address

- Amount past due
- Date by which payment or payment arrangements are required to avoid termination of service
- Description of the process to apply for payment arrangements
- Description of the process to dispute or appeal a bill
- City Finance Department's telephone number and a web link to the City Finance Utility Billing Department's written delinquent account policy

**The City shall not discontinue water service for non-payment until payment by the customer has been delinquent for at least sixty (60) days.**

Ten (10) calendar days prior to termination of service, a Notice that water service will be discontinued is mailed to the customer. If the mailing address and the address of the property to which water service is provided are different, a second notice will be mailed to the service address and addressed to "Occupant". If unable to reach customer by telephone or the mailed Notification has been returned undeliverable, the City will make every effort to hand deliver or post a Notice in a conspicuous place to the shut off process. City will terminate services if the account holder has made no response to the Notification.

The notices under this section shall be made available in English, Spanish, Chinese, Filipino (Tagalog), Vietnamese, Korean, and any other language spoken by ten (10) percent or more of the customers in City's service area.

### **III. Payment Arrangements**

Any customer who is unable to pay for water service within the normal payment period may request an alternative payment arrangement to avoid disruption of service. A down payment of one half (1/2) of the total past due amount is to be paid at the time of the execution of the Payment Arrangement form. The balance will then be amortized over a period not to exceed 12 months. In addition to the current payment, the delinquent payment is to be made timely over the agreed upon period. The customer must comply with the Payment Arrangement Plan and remain current as charges accrue in each subsequent billing period.

Only one additional extension is allowed over the 12-month period for repayment. If account holder can show good cause for an additional extension, the Finance Director or his/her designee may agree to a second extension. Each account will be allowed only one Payment Arrangement per year. A Payment Arrangement may not be approved until one year after the commencement of the last agreement.

A Payment Arrangement cannot be executed once service has been terminated without express authorization of the Finance Director or his/her designee.

If customer fails to comply with the Payment Arrangement for at least sixty (60) calendar days or more, service may be discontinued no sooner than five (5) business days after posting Notification of Delinquency. The Notification will be posted in a conspicuous place at the service address. City will terminate services if there has been no contact from the account holder to execute a Payment Arrangement.

#### **IV. Conditions Prohibiting Discontinuation**

The City shall not discontinue residential water service if all the following conditions are met:

A. Health Conditions – The customer or tenant of the customer submits certification of a primary care provider that discontinuation of water service would (i) be life threatening, or (ii) pose a serious threat to the health and safety of a person residing at the property;

B. Financial Inability – The customer demonstrates he or she is financially unable to pay for water service within the water system’s normal billing cycle. The customer is deemed “financially unable to pay” if any member of the customer’s household is: (i) a current recipient of the following benefits: CalWORKS, CalFresh, general assistance, Medi-Cal, SSI/State Supplementary Payment Program or California Special Supplemental Nutrition Program for Women, Infants and Children; or (ii) the customer declares the household’s annual income is less than 200% of the federal poverty level; and

C. Alternative Payment Arrangements –The customer is willing to enter into an alternative payment arrangement consistent with the provisions of Section III above.

#### **V. Process for Determination of Conditions Prohibiting Discontinuation of Service**

The burden of proving compliance with the conditions described in Section IV, above, is on the customer. In order to allow the City sufficient time to process any request for assistance by a customer, the customer is encouraged to provide the City with the necessary documentation demonstrating the medical issues financial inability under Subdivision and willingness to enter into any alternative payment arrangement under Section IV above as far in advance of any proposed date for discontinuation of service as possible.

Upon receipt of such documentation, the Finance Director, or his or her designee, shall review that documentation and respond to the customer within three (3) calendar days or to notify the customer that additional information is necessary or to notify customer of the payment option

Customers who fail to meet the conditions described in Section IV above, must pay the delinquent amount, including any penalties and other charges, owing to the City within the latter to occur of: (i) two (2) business days after the date of notification from the City of the City's determination the customer failed to meet those conditions; or (ii) the date of the impending service discontinuation, as specified in the Overdue Notice.

#### **VI. Special Rules for Low Income Customers**

Customers are deemed to have a household income below 200% of the federal poverty line if: (i) any member of the customer's household is a current recipient of the following benefits: CalWORKS, CalFresh, general assistance, Medi-Cal, SSI/State Supplementary Payment Program or California Special Supplemental Nutrition Program for Women, Infants and Children; or (ii) the customer declares the household's annual income is less than 200% of the federal poverty level. If a customer demonstrates either of those circumstances, then the following apply:

- A. Reconnection Fees: If service has been discontinued and is to be reconnected, then any reconnection fees during the City's normal operating hours cannot exceed \$50.00. Those fees cannot exceed the actual cost of reconnection if that cost is less than the statutory caps. Those caps may be adjusted annually for changes in the Customer Price Index for [add applicable CPI used by Madera] beginning January 1, 2021.
- B. Interest Waiver: The City shall not impose any interest charges on delinquent bills.

#### **VII. Shut Off Procedure**

Payment files should be updated prior to sending the Field Representative out to terminate service. As a courtesy, the Field Representative will attempt to contact the adult individual(s) residing at the service address prior to termination of service. Regardless of whether contact has been made, the Field Representative will proceed to terminate services and confiscate the refuse containers.

Service will not be restarted until the entire account balance, penalties, and fines are paid in full or a deposit will be required to re-activate service if there is no deposit on file. A check will not be accepted as payment to restart service.

Service will not be terminated at any time the Finance Department is not open: Saturdays, Sundays, holidays, after hours, or while an appeal is pending, or unless a payment extension is granted

Tampering with City property (shut off valves, valve locks etc.) shall constitute a misdemeanor. The Finance Director or his/her designee will notify the Madera Police Department, and the cost of replacement and monitoring will be charged to the account.

### **VIII. Delinquent Account: Landlord-Tenant Accounts**

A Notification of Vacancy/Delinquency is mailed to the account holder ten (10) calendar days before the account becomes delinquent and/or the customer is contacted by telephone. The Notification will indicate that the water will be shut off if the delinquent balance is not paid in full by the required payment date, as established in the City of Madera Municipal Code. The Notification is required for those accounts that are delinquent and are not already on a Payment Arrangement. The written Notification will be mailed to the mailing address designated on the account.

Ten (10) calendar days prior to termination of service, a Notification that water service will be discontinued is mailed to the customer. If the mailing address and the address of the property to which water service is provided are different, a second notice will be mailed to the service address and addressed to "Occupant". If unable to reach customer by telephone or the mailed Notification has been returned undeliverable, the City will make every effort to hand deliver or post a Notice in a conspicuous place to the shut off process. City will terminate services if the account holder has made no response to the Notification.

The Notice will advise tenant/occupant that they have the right to become customers of the City without being required to pay the amount due on the delinquent account, as long as they are willing to assume financial responsibility for subsequent charges for water service at the address(es) served by the master meter. Tenants must have the opportunity to transfer the account into their name. Services will be terminated if all monies, including penalty and interest have not been paid within the required time frame.

### **IX. Payment Arrangements: Landlord-Tenant Accounts**

Any customer who is unable to pay for water service within the normal payment period may request an alternative payment arrangement to avoid disruption of service. A down payment of one half (1/2) of the total past due amount is to be paid at the time of the execution of the Payment Arrangement form. The balance

will then be amortized over a period not to exceed 12 months. In addition to the current payment, the delinquent payment is to be made timely over the agreed upon period.

Only one additional extension is allowed over the 12-month period for repayment. If account holder can show good cause for an additional extension, the Finance Director or his/her designee may agree to a second extension. Each account will be allowed only one Payment Arrangement per year. A Payment Arrangement may not be approved until one year after the commencement of the last agreement.

A Payment Arrangement cannot be executed once service has been terminated without express authorization of the Finance Director or his/her designee.

If customer fails to comply with the Payment Arrangement for at least sixty (60) calendar days or more, service may be discontinued no sooner than five (5) business days after posting Notification of Delinquency. The Notification will be posted in a conspicuous place at the service address. City will terminate services if there has been no contact from the account holder to execute a Payment Arrangement.

Account holders that have not complied with the Payment Arrangement are sent a Notification that services will terminated ten (10) calendar days prior to service termination.

**X. Shut off procedure – Landlord-Tenant Accounts**

Payment files should be updated prior to sending the Field Representative out to terminate service. As a courtesy, the Field Representative will attempt to contact the adult individual(s) residing at the service address prior to termination of service. Regardless of whether contact has been made, the Field Representative will proceed to terminate services and confiscate the refuse containers.

Service will not be restarted until the entire account balance, penalties, and fines are paid in full or a deposit will be required to re-activate service if there is no deposit on file. A check will not be accepted as payment to restart service.

Service will not be terminated at any time the Finance Department is not open: Saturdays, Sundays, holidays, after hours, or while an appeal is pending, or unless a payment extension is granted

Tampering with City property (shut off valves, valve locks etc.) shall constitute a misdemeanor. The Finance Director or his/her designee will notify the Madera

Police Department, and the cost of replacement and monitoring will be charged to the account.

**XI. Service Termination by Account Holders**

Account holders wanting to terminate their service must do so in writing by specifying the date service is to be discontinued. If a request for termination has not been made in writing, the account holder will be held responsible for utility services provided to the service location.

Temporary service termination by the account holder must also be in writing. If the account holder is deceased, a family member may submit a written request for service termination with a copy of the death certificate.

**XII. Appeals**

The Account holder has the right to appeal the bill giving rise to delinquency. To do so, he/she must do the following:

The account holder shall complete a City of Madera Appeal form addressing his or her concern and, if there is a dispute with a Finance Department Policy, the account holder or complaining party should indicate where possible, the policy with which they disagree. The completed appeal form shall be date stamped upon receipt by the City of Madera Finance Department.

A review committee, consisting of the Finance Director and an additional person who does not have a direct involvement with the utility billing and collection process shall hear the appeal. A hearing with this committee will be granted upon request. A written notice of the date and time of the hearing shall be sent to the complaining party within five (5) business days of the hearing date.

The Hearing will be held within ten (10) working days of the receipt of the completed appeal form. The City Attorney may be consulted for his/her advice relating to the committee's findings.

The review committee will provide a written notice to the account holder concerning the outcome of the hearing. If the account holder disagrees with the decision of the committee, a request to appeal to the City Council can be made. This request for appeal to the City Council must be made within fifteen (15) calendar days from the date of the decision of the appeal committee. The written response will notify the complainant of his or her right to appeal the decision and the procedures for doing so.

**XIII. Notice In Other Languages:** This policy and notices required under SB 998 shall be made available in English, Spanish, Chinese, Tagalog, Vietnamese, Korean, and any other language spoken by ten (10) percent or more of the customers in the City's service area.