

**REGULAR MEETING
OF THE MADERA CITY COUNCIL
And
SPECIAL MEETING OF THE
MADERA PUBLIC FINANCING AUTHORITY
205 W. 4th Street, Madera, California 93637**

JOINT MEETING NOTICE AND AGENDA

**Wednesday, September 6, 2017
6:00 p.m.**

**Council Chambers
City Hall**

CALL TO ORDER

ROLL CALL: Mayor/Authority Member Andrew J. Medellin
Mayor Pro Tem/Authority Member Cece Foley Gallegos, District 1
Council/Authority Member Jose Rodriguez, District 2
Council/Authority Member Donald E. Holley, District 6
Council/Authority Member Derek O. Robinson Sr., District 4
Council/Authority Member William Oliver, District 3
Council/Authority Member Charles F. Rigby, District 5

INVOCATION: Pastor Mike Unger, Madera Rescue Mission

PLEDGE OF ALLEGIANCE:

PUBLIC COMMENT:

The first fifteen minutes of the meeting are reserved for members of the public to address the Council/Agency on items which are within the subject matter jurisdiction of the Council/Agency. Speakers shall be limited to three minutes. Speakers will be asked to identify themselves and state the subject of their comment. If the subject is an item on the Agenda, the Mayor has the option of asking the speaker to hold the comment until that item is called. Comments on items listed as a Public Hearing on the Agenda should be held until the hearing is opened. The Council/Agency 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/Agency does not respond to public comment at this time.

PRESENTATIONS Old Timers Day Proclamation

A. WORKSHOP

A-1 The Second of a Three Workshop Series on Cannabis and California Cities (MuniServices)

B. CONSENT CALENDAR

- B-1 A. City Minutes – 11/02/16, 11/16/16
 B. MPFA Minutes – 10/07/15j
- B-2 Information Only – Warrant Disbursement Report
- B-3 Bi-Weekly Water Conservation Report for 8/7/17 – 8/27/17 (Report by Dave Randall)
- B-4 Consideration of a Resolution Enacting Drought Water Restriction Level B (Report by Dave Randall)
- B-5 Consideration of a Resolution Approving an Agreement for Temporary Staffing Services, RFP No. 201718-02, with US IT Solutions, Inc., and Authorizing the City Administrator to Sign the Agreement and Related Documents (Report by Dave Randall)
- B-6 Consideration of a Minute Order Rejecting a Claim filed by Lucio Mendoza (Report by Wendy Silva)
- B-7 Consideration of a Minute Order Rejecting a Claim filed by Malcolm Gatz (Report by Wendy Silva)
- B-8 Consideration of a Minute Order Rejecting a Claim filed by Delila Bowles (Report by Wendy Silva)
- B-9 Consideration of a Resolution Approving a Consultant Services Agreement with Madera Unified School District (MUSD) for Partial Administration of the District's Academic Year 2017-18 After School Program and Authorizing the Mayor to Execute the Agreement on Behalf of the City (Report by Mary Anne Seay)
- B-10 Consideration of a Resolution Declaring Property as Surplus and Sale of Utility Truck #257 to the Housing Authority of the City of Madera (Report by Randy Collin)
- B-11 Consideration of a Resolution Amending the Fiscal Year 2017/18 Annual Budget to Recognize Four (4) Grant Awards from Federal Transit Administration in the Madera Area Express – Capital Outlay Budget to Purchase Nine (9) New Buses for Dial-A-Ride and Fixed Route Transit Services (Report by Ivette Iraheta)
- B-12 Consideration of a Resolution Rescinding Resolution No. 17-13 and Approving the Amended Application for Transportation Development Act - Local Transportation Funds for Fiscal Year 2016/17, and Authorizing the City Engineer to Execute and Submit the Amended Application to the Madera County Transportation Commission (Report by Keith Helmuth)
- B-13 Consideration of a Resolution Consenting to the Assignment of the Agreement with RNL Interplan, Inc. for Professional Architectural & Engineering Services to the City of Madera for Construction of the New Transit Operations Facility Project from "RNL Interplan, Inc." to "Stantec Architecture Inc." (Report by Keith Helmuth)
- B-14 Consideration of a Resolution Amending the City of Madera FY 17/18 Budget to Designate Eligible Projects for SB 1 Road Maintenance and Rehabilitation Account Funding (Report by Dave Randall)

- B-15 Consideration of a Resolution Authorizing the City to Make an Application for Award to the Edward Byrne Memorial Justice Assistance Grant Program FY 2017 Local Solicitation (Report by Ivette Iraheta)

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

- C-1 Consideration of a Resolution Approving a Standard Offer, Agreement and Escrow Instructions For Purchase of Real Estate For Parcel 16 Within the Freedom Industrial Park (Report by David Merchen)
- C-2 Consideration of a Resolution of the Madera Public Financing Authority Electing Officers (MPFA - Report by Sonia Alvarez)
- C-3 Consideration of a Resolution of the City Council of the City of Madera Approving the Agreements with Del Rio Advisors, LLC for Professional Services on a Limited Scope Related to Potential Bond Refunding Opportunities and Authorizing the Mayor to Execute the Special Services Agreement and the Director of Financial Services to Execute the Engagement Agreement (City - Report by Tim Przybyla)
- C-4 Consideration of a Resolution of the Board of Directors of the Madera Public Financing Authority Approving the Agreements with Del Rio Advisors, LLC for Professional Services on a Limited Scope Related to Potential Bond Refunding Opportunities and Authorizing the Chairperson to Execute the Special Services Agreement and the Director of Financial Services to Execute the Engagement Agreement (MPFA - Report by Tim Przybyla)

D. WRITTEN COMMUNICATIONS

- D-1 Consideration of a Written Request by the Original Madera Kiwanis Club Seeking Council Approval to Cover the Cost of Police and Public Works Fees in Conjunction with the Old Timers Day Parade (Report by Steve Frazier)
- D-2 Request for Letter of Support Temperance Flat Dam (Madera County Supervisor David Rogers)

E. ADMINISTRATIVE REPORTS

There are no items for this section.

F. COUNCIL REPORTS

G. CLOSED SESSION

- G-1 Closed Session Announcement – City Attorney
- G-2 Conference with Legal Counsel – Anticipated Litigation. Significant exposure to litigation pursuant to Government Code §54956.9(d)(2) 1 case
- G-3 Conference with Legal Counsel – Anticipated Litigation. Significant exposure to litigation pursuant to Government Code §54956.9(d)(2) 1 case

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

Property 1: 4 Parcels

LEWIS HELEN F TR ETAL APN: 013-050-007, 013-050-008, 013-050-009,
013-050-010

Agency Negotiators: David Tooley, David Merchen

Negotiating Parties: Sheila Urbanek & Joel Mazmanian Representing Lewis Helen F
Tr. Etal

Under Negotiations: Price and Terms

Property 2: 2 Parcels

MCINTYRE EDWARD J & GAIL ETAL APN: 013-200-012, 013-200-013

Agency Negotiators: David Tooley, David Merchen

Negotiating Parties: Edward and Gail McIntyre

Under Negotiations: Price and Terms

Property 3: 1 Parcel

MCINTYRE EDWARD J & GAIL ETAL APN: 013-200-015

Agency Negotiators: David Tooley, David Merchen

Negotiating Parties: Edward and Gail McIntyre

Under Negotiations: Price and Terms

Property 4: 2 Parcels

SCHULTZ, WILLIAM & GLORIA APN: 013-270-016, 013-270-017

Agency Negotiators: David Tooley, David Merchen

Negotiating Parties: Buk Wagner Representing William & Gloria Schultz

Under Negotiations: Price and Terms

G-5 Closed Session Report – City Attorney

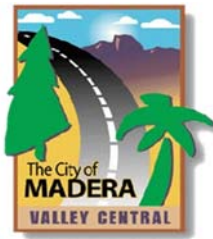
ADJOURNMENT – Next regular meeting September 20, 2017

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- Please silence or turn off cell phones and electronic devices while the meeting is in session.
 - Regular meetings of the Madera City Council are held the 1st and 3rd Wednesday of each month at 6:00 p.m. in the Council Chambers at City Hall.
 - Any writing related to an agenda item for the open session of this meeting distributed to the City Council less than 72 hours before this meeting is available for inspection at the City of Madera Office of the City Clerk, 205 W. 4th Street, Madera, California 93637 during normal business hours.
 - The meeting room is accessible to the physically disabled, and the services of a translator can be made available. Request for additional accommodations for the disabled, signers, assistive listening devices, or translators needed to assist participation in this public meeting should be made at least seventy two (72) hours prior to the meeting. Please call the Human Resources Office at (559) 661-5401. Those who are hearing impaired may call 711 or 1-800-735-2929 for TTY Relay Service.
 - Questions regarding the meeting agenda or conduct of the meeting, please contact the City Clerk's office at (559) 661-5405.
 - Para asistencia en Español sobre este aviso, por favor llame al (559) 661-5405.
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I, Sonia Alvarez, 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 and the special meeting of the Madera Public Financing Authority for September 6, 2017, near the front entrances of City Hall at 3:00 p.m. on September 1, 2017.

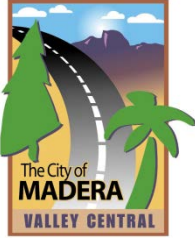

Sonia Alvarez, City Clerk



**Madera City Council Agenda 09/06/17
Agenda Item A-1**

**The Second of a Three Workshop Series on Cannabis
and California Cities (MuniServices)**

**There is no written report for this item.
Presentation Only.**



MINUTES OF A REGULAR MEETING OF THE MADERA CITY COUNCIL CITY OF MADERA, CALIFORNIA

**November 2, 2016
6:00 p.m.**

**Council Chambers
City Hall**

CALL TO ORDER

The regular meeting of the Madera City Council and the special meeting of the Housing Authority of the City Madera for 11/2/16 were called to order by Mayor/Commissioner Poythress at 6:00 p.m.

City Clerk Sonia Alvarez called roll for both agencies.

ROLL CALL:

Present: Mayor Robert L. Poythress
Mayor Pro Tem Charles F. Rigby
Council Member Andrew J. Medellin
Council Member Donald E. Holley
Council Member Derek O. Robinson Sr.
Council Member William Oliver
Council Member Cece Foley Gallegos

Others present were City Administrator David Tooley, City Attorney Brent Richardson, City Clerk Sonia Alvarez, Director of Community Development David Merchen, Director of Financial Services Tim Przybyla, City Engineer Keith Helmuth, Public Works Operations Director David Randall, Director of Human Resources Wendy Silva, Director of Parks and Community Services Mary Anne Seay, Grant Administrator Ivette Iraheta, Chief Building Official Steve Woodworth, Planning Manager Chris Boyle, Lieutenant Gino Chiamonte, Battalion Chief Jim Forga, and Battalion Chief Matt Watson.

INVOCATION: Pastor Don Caballero, The Clay Ministries

PLEDGE OF ALLEGIANCE: Mayor Poythress led in the Pledge of Allegiance.

PUBLIC COMMENT:

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

Roger Leach, residing in Madera, California, stated he just wanted to again thank Mayor Poythress and Council. They were able to find an individual that would do the sign "In God We Trust". It came from the Sign Ranch out of Kingsburg. He noted that it was put up about two or three weeks ago. He stated that it was a joy watching it go up. He thanked the Council again for allowing him to serve them. He restated that it was a joy and he looks forward to see something that they can stand up on every time he walks in here

and that their County is under "In God We Trust". He thanked them for their support and their cooperation on this project.

Mayor/Commissioner Poythress thanked Pastor Leach for leading that effort.

John Rigby, resident of Madera and Marge Medellin introduced themselves as Co-Chairs of the Yes on Measure K Keep Madera Safe Committee. Ms. Medellin told them to vote yes.

Mr. Rigby stated they are here tonight to invite Council, staff and everybody here to a fundraiser tomorrow evening at Sal's from 5:00 p.m. to 8:00 p.m. He stated that they appreciate all the hard work that Council, staff and other members including Police Officer's Association and Fire Association have put into it. He added that what is really outstanding is the cooperation between all groups, the integrity shown by all groups to support this, and just know what it is about to put feet on the ground for their police officers, for their Fire Department, and facilities. They thanked them for the opportunity to serve.

Ms. Medellin stated she would give a mini-report. She advised that they have had a large volunteer group that has been making phone calls Tuesday, Wednesday, and Thursday's of every week for about two months now. They have been going door to door with door hangars, talking to people, and she is happy to say that the results they are getting are very, very positive. She feels very good. She noted that with God's help, they will get Measure K passed and they can hire more officers and build their fire station. She added that she is just happy to have been involved in this effort.

Mayor Poythress thanked them for their report and for being here.

Cynthia Ortegon, residing in Madera, California, stated she wants to introduce herself to the Council Members that don't know her. She advised that she is with the City of Madera ADA Advisory Council and she has been on it since 2006. She noted that tonight the Council is appointing a new member, D.J. Becker. Ms. Ortegon stated that a couple of them are here to support Ms. Becker in her appointment to their council. Ms. Ortegon added that Ms. Becker was very instrumental in starting the ADA group with them in 2006. She thanked the Council for their appointment and added that she is sure Ms. Becker will do some good work for them. They still have a lot to do in the City and they are still here. Ms. Ortegon invited Council Members who have not been to their meeting, they would appreciate if they would come to their meeting and introduce themselves. They meet the third Tuesday of every month at 2:00 p.m. at City Hall. She noted this is so they will get to know the Council Members and what their interests are with getting the City in compliance with the ADA (Americans with Disabilities Act).

Mayor Poythress thanked Ms. Ortegon.

Debra Bernal with Madera County Public Health advised the Council that Friday will be her last day with Madera County serving the community. She has been offered a position with Fresno County as their Literacy Coordinator. She wants to have the Council continue to support Mayra Miranda, the tobacco control efforts and all the wonderful work that has been happening there. She asked that they don't let it fall, keep them in mind, and keep up the great work. She thanked them for the opportunity to serve the community.

Mayor Poythress thanked Ms. Bernal.

Council Member Holley thanked Ms. Bernal for all she has done with their City and County. He has worked with her on several programs that she has put on. He added that just having her in their midst was a wonderful treat for him to know her and to recognize her. He knows Ms. Miranda will do good work because they are not going to let her off the hook. He stated on behalf of the City and himself, he just wanted to say thank you for all she has done.

Mayor Poythress stated that if there are no other comments then they will shift into the special meeting of the Housing Authority.

City Attorney Brent Richardson stated he thinks they will take both closed session items at the end.

Mayor Poythress agreed and stated they will continue with the City Council agenda, consent calendar.

A. WORKSHOP

There are no items for this section.

B. CONSENT CALENDAR

- B-1 Minutes – 12/16/15, 1/06/16
- B-2 Information Only – Warrant Disbursement Report
- B-3 Consideration of a Minute Order Rejecting a Claim filed by Jacob Saldate (Report by Wendy Silva)
- B-4 Weekly Water Conservation Report 10/17/16 – 10/23/16 (Report by Dave Randall)
- B-5 Consideration of a Resolution of the City Council of the City of Madera, California Approving Participation in a Regional Assistance to Firefighters Grant Application with the County of Madera and City of Chowchilla to Replace Self-Contained Breathing Apparatus (Report by David Allen)
- B-6 Consideration of a Resolution Approving an Agreement with Moy and Associates to Provide Technical Public Transit Assistance for the City of Madera and Authorizing the Mayor to Sign the Agreement (Report by Ivette Iraheta)
- B-7 Consideration of a Resolution Appointing DJ Becker to the City of Madera ADA Advisory Council (Report by Wendy Silva)
- B-8 Consideration of a Resolution Approving Agreement for Outside of City Water Service for Property Located at 26844 Martin Street, Approving Covenant to Annex, Authorizing the Mayor to Execute the Agreement and Covenant on Behalf of the City and Directing Staff to Record the Agreement and Covenant (Report by Keith Helmuth)
- B-9 Consideration of a Resolution of the City Council, of the City of Madera, California, Approving a Subordination Agreement for Patricia S. Carreon for a CalHome First Time Home Buyer Loan and Authorizing the City Administrator to Sign the Subordination Agreement on Behalf of the City of Madera (Report by Ivette Iraheta)

Mayor Poythress asked if there are any items on the consent calendar that a Council Member would like to have pulled for further discussion or elaboration. No requests were made and Mayor Poythress announced that he would accept a motion for action.

ON MOTION BY COUNCIL MEMBER OLIVER, AND SECONDED BY MAYOR PRO TEM RIGBY, THE CONSENT CALENDAR WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

RES. NO. 16-169 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, AUTHORIZING A REGIONAL APPLICATION FOR ASSISTANCE TO FIREFIGHTERS GRANT WITH MADERA COUNTY AS THE LEAD AGENCY

RES. NO. 16-170 RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA APPROVING AN AGREEMENT WITH MOY AND ASSOCIATES FOR TECHNICAL PUBLIC

TRANSIT ASSISTANCE FOR THE CITY OF MADERA AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY

- RES. NO. 16-171 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPOINTING DJ BECKER TO THE MADERA ADA ADVISORY COUNCIL**
- RES. NO. 16-172 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING THE AGREEMENT WITH HELEN V. KEELING FOR OUTSIDE OF CITY WATER SERVICE FOR 26844 MARTIN STREET, APPROVING THE COVENANT TO ANNEX, AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND COVENANT ON BEHALF OF THE CITY AND DIRECTING STAFF TO RECORD THE AGREEMENT AND COVENANT**
- RES. NO. 16-173 A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A SUBORDINATION AGREEMENT FOR PATRICIA S. CARREON FOR A CALHOME FIRST TIME HOME BUYER LOAN AND AUTHORIZING THE CITY ADMINISTRATOR TO SIGN THE SUBORDINATION AGREEMENT ON BEHALF OF THE CITY OF MADERA**

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

- C-1 Public Hearing and Consideration of Resolutions Authorizing the Annexation of Property into Community Facilities District (CFD) 2005-01, Levying a Special Tax Associated with the CFD, Calling for and Conducting a Special Election Addressing Annexation into the CFD, Certifying the Results of the Election and Adding Territory to the CFD**

Planning Manager Chris Boyle stated that at their September 21st hearing, the Council took the initiating actions to annex property into CFD (Community Facilities District) 2005-01 including the resolution of intent to annex and the adoption of maps in support of that annexation. He advised that the Council's action tonight includes a public hearing, elections, and adoption of specific resolutions in support of those actions. Mr. Boyle stated that if there aren't any questions from the Council, he would defer to the Mayor in opening the public hearing.

Mayor Poythress opened the public hearing. No comments were offered and Mayor Poythress closed the public hearing.

City Clerk Sonia Alvarez requested to make a few announcements before the hearing is closed.

Ms. Alvarez declared that the notice of public hearing was published on October 22, 2016. She also declared that no written protests were received, that there are less than 12 registered voters within the community facilities district, that written consents to holding the community facilities district elections today have been received from all landowners within the proposed Annexation No. 3. She further added that she concurs with the holding of the special election for Annexation No. 3.

Mayor Poythress asked if there are any questions regarding the election or the announcement. No questions were asked and Mayor Poythress closed the public hearing.

Mayor Poythress announced that he would accept a motion for action on the first resolution.

ON MOTION BY MAYOR PRO TEM RIGBY, AND SECONDED BY COUNCIL MEMBER ROBINSON, RES. NO. 16-174 WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

- RES. NO. 16-174 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**

Mayor Poythress called for a motion on the next resolution.

**ON MOTION BY MAYOR PRO TEM RIGBY, AND SECONDED BY COUNCIL MEMBER ROBINSON,
RES. NO. 16-175 WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.**

**RES. NO. 16-175 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, CALLING A SPECIAL ELECTION AND SUBMITTING TO THE
VOTERS OF ANNEXATION NO. 3 OF CITY OF MADERA COMMUNITY
FACILITIES DISTRICT NO. 2005-01 A PROPOSITION REGARDING THE
ANNUAL LEVY OF SPECIAL TAXES WITHIN ANNEXATION NO. 3 TO
FINANCE POLICE PROTECTION SERVICES, FIRE PROTECTION AND
SUPPRESSION SERVICES, PARK MAINTENANCE, AND STORM DRAINAGE
SYSTEM OPERATION AND MAINTENANCE WITHIN THE DISTRICT**

Mayor Poythress announced that the next item is the special election.

Ms. Alvarez advised that at this time they will be opening two ballots received and tabulate them. She added that Mr. Merchen, the Community Development Director, will assist.

Ms. Alvarez stated that there were 22 votes possible. She announced that for Proposition A they have 22 yes votes and zero no votes. Ms. Alvarez announced that the proposition passes unanimously.

Ms. Alvarez requested that the Council consider adoption of the third resolution declaring the election results.

Mayor Poythress expressed his congratulations to the CFD for the fantastic victory on this election. Mayor Poythress stated he would accept a motion for action on the third resolution.

**ON MOTION BY MAYOR PRO TEM RIGBY, AND SECONDED BY COUNCIL MEMBER OLIVER, RES.
NO. 16-176 WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.**

**RES. NO. 16-176 A 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. 3 TO COMMUNITY FACILITIES DISTRICT NO. 2005-01**

D. WRITTEN COMMUNICATIONS

There are no items for this section.

E. ADMINISTRATIVE REPORTS

**E-1 Consideration of Request by the Madera Cemetery District to Allow for the
Deepening of One of Their Wells in Lieu of Connecting to the City's Water System**

City Engineer Keith Helmuth stated that this item addresses the Madera Cemetery District request for a deepened well. He commented on why Council is seeing this request when they normally wouldn't. He advised that this location might normally be denied at the staff level given its proximity to existing City sewer mains and staff's adherence to the policy that requires connection to those mains if they are available. He commented on why new or deepened private wells. He noted that they may compete with and jeopardize nearby City wells or even other private wells. He added that they represent uncontrolled and unmonitored

use of one of the City's most precious resources and they are not at present metered. He commented that they may represent a concern relative to health and safety of City residents as well as the wells represent unprotected and again, unmonitored link to the water table.

Mr. Helmuth stated that there are exceptions to almost every rule. He noted that hardship is one of the key considerations in that. For example, does a well cost significantly more than the cost of extending water line? He added that if the extended water line is actually more reasonable deepening the well, sometimes that is a factor and a well is allowed to be drilled. Mr. Helmuth stated that water in this case is reasonably nearby but financial impacts and other special considerations of connecting occurred much greater than the allowance of a deepened well. He commented on why this might be a hardship even though the City has pipes in the area. He stated that the City water main is approximately 600 feet from the nearest connection. He advised that is a fair distance to go ahead and extend a water line and they do make a fair demand on the system so it would be a reasonably large pipe. He commented on City pressure and advised that typically they guarantee about a 40 psi pressure within the system and the Madera Cemetery uses about 70 psi coming off their well. What that means is that their system would have to be reworked in some form or fashion to do that. He added that it might mean that they go ahead and reduce the number of areas that they work on so and so forth. He added that reworking of their system might disrupt existing gravesites.

Mr. Helmuth commented on whether a connection to the City system is possible. He stated yes. He noted that there are impacts to the City system. The demands that the cemetery currently uses would represent about 20% of an average City municipal well. The City generates about 1,330 gallons per minute on an average well when you take the high and the low producers. He added that a well costs the City about \$1.5 million and those are old numbers. He stated that represents about a \$300,000 cost that the City over time might have to go ahead and replace.

Mr. Helmuth stated that the connection to the system is within an existing residential area. Their connection to the system, if their demands stay relatively high, might mean that the existing City water system in that area might need to be reworked a little bit to go ahead and make certain they maintain pressure to the existing services in that area or it might mean that they have to take additional measures on site. For instance, they might be able to get back up to 70 psi but they would install a booster pump to do that. He noted that booster pumps aren't necessarily cheap.

Mr. Helmuth stated that staff does acknowledge that there are unique circumstances and those circumstances may provide a reasonable basis of the deepening of the well. He believes there are several representatives from the Madera Cemetery District present and they may wish to speak on the subject as well for Council's possible consideration of approving of the deepening of the well.

Mayor Poythress thanked Mr. Helmuth for doing a great job on the staff report. He advised that he wants to give everybody a chance to talk that wants to talk. He commented that he definitely welcomes input from his colleagues but he would just like to mention at this time that based on the observations that Mr. Helmuth made in the report and outlining the special situations and the unique conditions...it is a cemetery. It is the one and only here in the City of Madera. It is a fairly large area and it's not like this is an industrial business or manufacturer making a request. It is a very special situation. He added that it is a legacy institution in their City and they have done a great, great job. They have been awarded and recognized throughout the State, throughout the nation for the great job that they do. In his opinion, why fix something that's not broken. He would like to recommend that they allow the deepening of the well. He encouraged his colleagues to feel free to enter in. He told Mr. Helmuth he thinks he has made a really good report. It lays out a case to where he feels comfortable making that recommendation.

Council Member Medellin stated he would echo the Mayor's comments and agree with him. He stated that obviously 600 feet is a long way to go so he understands that cost is an issue and then the safety issue with the amount of pressure that must be maintained. His question to Mr. Helmuth is more about standards or thresholds. He asked if this is a case by case basis when this happens or do they use a certain amount of feet away from City utilities or...for future reference he is just asking, do they have standards set in place for just such a thing.

Mr. Helmuth replied that they try to make it as simple to understand as possible. Basically it comes down to is it a more reasonable assumption to extend the water line, tend to dig a new well. He stated that if a well costs \$10,000 to drill and the nearest water line connection is 1,000 feet away, you might go ahead and say that that water line extension is going to cost about \$30,000 depending upon how you do it. He recently got an estimate in for 1,000 feet of pipe and they are saying to go ahead and do a few of the things that they need, including fire hydrants, additional connections for other parcels and the like, that came in at \$185,000. Depending on how they shake that out, try to spread it out amongst the different parcels that might need it, it is a lot of money to extend when a water well might cost \$10,000. Over time they can try to tie that down a little bit more but it seems to work out about right. They don't want to impose those sort of costs necessarily on individual property owners.

Council Member Medellin stated he can appreciate taking that into consideration especially in this case. He stated his agreement with the Mayor. He certainly would recommend the deepening of the well and he appreciates all the efforts of the Madera Cemetery District and what they do for their community.

Council Member Oliver asked if they have an inventory number as to the private wells that exist in the City today.

Mr. Helmuth replied that they do not keep track of it. He would probably go ahead and say it is on the order of about 100 or less wells. He could be off one way or the other and he could be significantly off.

Council Member Oliver stated this might be a question for Mr. Randall. At the last meeting they had an extensive conversation about consolidation with adjacent water districts specifically to Parkwood. He added that obviously there is special consideration there because they are considered a DAC (Disadvantaged Communities) community and asked if they see any angles of opportunity working with the State Water Resources Board on future grant money for consolidation of a system like this with their City system. He asked if there is anything they are aware of or is that even something they can engage or discuss on.

Public Works Operations Director Dave Randall replied that there is nothing really on their radar right at this point. He stated that it is an individual user. It is not a system per se. He noted that there is not any immediate money that they can see and again it isn't a very disadvantaged community like Parkwood, it is simply in a disadvantaged area. He noted it may not even under census meet that. He advised that there are always new opportunities coming up for different types of things so there may be some in the future. At present, they are not aware of anything.

Mayor Poythress asked if there are any other questions for Mr. Helmuth. No other questions were asked and Mayor Poythress announced that he is willing to accept a recommendation or a motion for action.

MAYOR PRO TEM RIGBY STATED HE WOULD LIKE TO MOVE THAT THEY ALLOW THE MADERA CEMETERY DISTRICT TO DEEPEN THEIR WELL AS PRESENTED. THE MOTION WAS SECONDED BY COUNCIL MEMBER OLIVER AND WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

F. COUNCIL REPORTS

Council Member Robinson reported that on October 20th he attended the Madera County Economic Summit. He stated that it ran pretty well.

Council Member Robinson reported that he attended the job fair on Kennedy Street and that was real nice for their Housing Authority.

Council Member Robinson reported that he attended the Union Pacific Railroad Reception and the High Speed Rail Authority Chief was there. He mentioned the WYE to him and why they need that facility not only the big one but the small one too.

Council Member Robinson reported that on the 26th he attended the Fish Hatchery. They had the grand opening for their new parking trail and it was real nice.

Council Member Robinson reported that on the 27th he attended the United Way. They met with Congressman Valadao trying to get more help for Fresno and Madera counties.

Mayor Poythress commented that Council Member Robinson has been busy.

Council Member Robinson stated not to mention the San Joaquin River.

Council Member Foley Gallegos stated she has been phone banking the last two Tuesdays with several of their volunteers and officers; positive input. Everybody seems to be well receptive of what they are trying to pass on Measure K.

Council Member Foley Gallegos stated she also went with some of their Code Enforcement to post signs for the homeless encampments that they were cleaning up the following Saturday. She commented that that was interesting because they came up against a bulldog in the river. They had to call Officer Bravo who did a very good job and helped their Code Enforcement get in there and get their job done. She stated that was very enlightening.

Council Member Medellin asked if she didn't get in there.

Council Member Foley Gallegos stated she did.

Mayor Pro Tem Rigby reported that he had the pleasure of joining their Housing Authority Director Linda Shaw at the California Coalition of Rural Housing Summit in Monterey last week. There were some great classes on rural homelessness and how several cities are dealing with their homelessness situation. He got a lot of feedback, a lot of great ideas. He is sure he and Ms. Shaw will be sharing those later.

Mayor Pro Tem Rigby reported that he got a chance to join the Madera Ministerial Association yesterday at the Annual Night Light event held at the Madera Fairgrounds. He believes they had well over 3,000 residents come in and have a safe Halloween alternative. He stated it was a great job and they had a great time.

Council Member Holley reminded everyone of the Pomegranate Festival this weekend. He hopes they are all out there to enjoy the festival.

Council Member Holley stated that his job here lately has been mentoring kids through the NAACP (National Association for the Advancement of Colored People). He mentors 15 kids so he's got a busy week coming up.

Council Member Medellin reported that he showed up very late to Chablis Neighborhood last night just in time to take a picture. He noted that was a cool thing. He added that it was their third meeting so it is another neighborhood that has completed three meetings and they get their sign. He commented that it is a great neighborhood with a lot of great feedback. He stated that the Mayor was there as well as his colleague Council Member Will Oliver.

Council Member Medellin stated he would like to take this time to thank Mrs. Medellin and Mr. Rigby, the Measure K Co-Chairs who have been working very, very hard, pretty much every day for the last few months or so. He told them that their efforts are certainly not going unnoticed and they have just less than a week to go. They are sure it will be successful and he is sure he speaks for his colleagues up there when they thank them deeply for all of their efforts and hard work going into keeping Madera safe. He thanked them.

Council Member Oliver reported, as previously mentioned by Council Member Medellin, that he also attended the Chablis Street Neighborhood Watch meeting last night. He stated that this is their official

neighborhood formation but more importantly, they were really pleased to meet their new beat officer, Officer Huerta. They are also really pleased to learn that she is from Madera and that is something that they wanted to reiterate to the Council and to the Police Department that they are proud of.

Mayor Poythress reported that he along with Council Member Medellin had a chance to attend the EDC (Economic Development Commission) Executive Committee meeting. He stated that Council Member Medellin talked about partnerships and working together in an effort for improvements in downtown Madera and that was a good discussion.

City Attorney Brent Richardson announced that they would do closed session announcements for both meetings.

G. CLOSED SESSION

G-1 Closed Session Announcement – City Attorney

City Attorney Brent Richardson announced that the Council will adjourn to closed session on one item pursuant to Government Code §54957 as described under item G-2.

The Council adjourned to closed session at 6:32 p.m.

G-2 PERSONNEL EVALUATION--Pursuant to Government Code §54957

Position: City Administrator

G-3 Closed Session Report – City Attorney

The Council returned from closed session at 7:57 p.m. with all members present.

City Attorney Brent Richardson announced that the Council met in closed session on one item pursuant to Government Code §54957 as described under item G-2 and reported that no reportable action was taken.

ADJOURNMENT

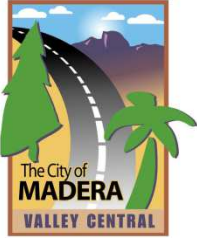
Mayor/Commissioner Poythress adjourned the meetings of the Madera City Council and the Housing Authority of the City of Madera at 7:58 p.m.

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.

SONIA ALVAREZ, City Clerk

ANDREW J. MEDELLIN, Mayor



MINUTES OF A REGULAR MEETING OF THE MADERA CITY COUNCIL CITY OF MADERA, CALIFORNIA

**November 16, 2016
6:00 p.m.**

**Council Chambers
City Hall**

CALL TO ORDER

The regular meeting of the Madera City Council, the special meeting of the Madera City Council as the Successor Agency to the former Madera Redevelopment Agency and the special meeting of the City Council as the Successor Housing Agency for 11/16/16 were called to order by Mayor Poythress at 6:01 p.m.

ROLL CALL:

Present: Mayor Robert L. Poythress
Mayor Pro Tem Charles F. Rigby
Council Member Andrew J. Medellin
Council Member Donald E. Holley
Council Member Derek O. Robinson Sr.
Council Member William Oliver
Council Member Cece Foley Gallegos

Others present were City Attorney Brent Richardson, City Clerk Sonia Alvarez, City Engineer Keith Helmuth, Director of Human Resources Wendy Silva, Planning Manager Chris Boyle, Director of Financial Services Tim Przybyla, Fire Chief Nancy Koerperich, Police Chief Steve Frazier, Public Works Operations Director David Randall, Community Development Director David Merchen, Grants Administrator Ivette Iraheta, Chief Building Official Steve Woodworth, Successor Agency Executive Director Jim Taubert, Park Business Manager Mark Etheridge, Battalion Chief Jim Forga, Commander Dino Lawson and Recording Secretary Claudia Mendoza.

INVOCATION: Pastor Don Caballero, The Clay Ministries

PLEDGE OF ALLEGIANCE: Mayor Poythress led in the Pledge of Allegiance.

PUBLIC COMMENT

The first fifteen minutes of the meeting are reserved for members of the public to address the Council or Agency on items which are within the subject matter jurisdiction of the Council or Agency. Speakers shall be limited to three minutes. Speakers will be asked to identify themselves and state the subject of their comment. If the subject is an item on the Agenda, the Mayor or Chairperson 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.

Mayor Poythress opened public comments for all the meetings. No comments were made.

PRESENTATIONS

Presentation of Resolution No. 16-168 Commemorating the November 1984 Violence in India as Sikh Genocide

Mayor Poythress asked his friends Varinder, Amrit and Mr. Dhillon to come up to the podium. Mayor Poythress asked Varinder to summarize the resolution.

Varinder stated the Sikh Genocide is very well hidden by the Indian government that the Sikh Genocide did not occur but their friends on the City Council looked into it; did their research and realized that events occurred and were tried to be hidden from the public.

Varinder stated that for them to be here and get City Council support and telling the world that this occurred and they cannot hide the facts; they greatly appreciate Council support. The news that Madera City Council supported their religion and the members locally has reached India national news and newspapers across the United States, Canada, India and even England. He has found out that the local communities are beginning to support the Sikh community and signifying this important part of the Sikh history.

Varinder thanked Council for their time.

Mayor Poythress presented them with the resolution on behalf of the Madera City Council and the Office of the Mayor.

Mayor Poythress opened the Successor Agency to the Former Madera Redevelopment Agency agenda at 6:09 p.m.

Mayor Poythress adjourned the Successor Agency to the Former Madera Redevelopment Agency meeting at 6:29 p.m.

Mayor Poythress opened the regular City Council agenda at 6:31 p.m.

A. WORKSHOP

There are no items for this section.

B. CONSENT CALENDAR

- B-1 Minutes – There are no minutes for consideration.
- B-2 Information Only – Warrant Disbursement Report
- B-3 Weekly Water Conservation Report 11/1/16-11/6/16 (Report by Dave Randall)
- B-4 Consideration of a Resolution Approving an Agreement Pursuant to a Request by Pacific Gas and Electric (PG&E) for City of Madera to Relocate a Fire Hydrant at Cleveland Avenue and “D” Street at PG&E Expense (Report by Keith Helmuth)
- B-5 Consideration of a Resolution Approving an Agreement with Provost & Pritchard Engineering Group Inc., dba Provost & Pritchard Consulting Group, for Environmental Planning Services to Prepare the Environmental Documents for Repair and Rehabilitation of City of Madera Bridge Numbers 41C0043 and 41C0155, Federal Project No. BPMP 5157 (104), City Project No. B-000004 (Report by Keith Helmuth)
- B-6 Consideration of a Resolution Approving an Agreement for Purchase and Sale of Real Estate, Temporary Construction Easement, and Permanent Easements for the Sharon Boulevard Infrastructure Improvements, Authorizing the Mayor to Execute the Agreement

on Behalf of the City, and Authorizing all Other Actions Required to Comply with the Terms of the Agreement and Accept the Subject Deed and Easements (Report by David Merchen)

- B-7 Consideration of a Minute Order Directing the Preparation of a Request for Proposals for Janitorial Services and Approving a Recommendation on Termination of Existing Contract with Janitorial Inc. upon Successful Completion of the Request for Proposal Process (Report by Dave Randall)
- B-8 Consideration of a Resolution Approving a Side Letter Agreement between the City of Madera and the Mid-Management Employee Group Related to Overtime and Authorizing the City Administrator to Execute the Agreement (Report by Wendy Silva)
- B-9 Consideration of a Resolution Accepting Public Street, Public Utility and Temporary Turn-Around Easements in Conjunction with Parcel Map 16-P-01, Located at the Southeast Corner of Avenue 17 and SR 99, Offered by Lisa M. Guzman, and Authorizing the City Clerk to Execute a Certificate of Acceptance (Report by Keith Helmuth)

Mayor Poythress asked if there are any items on the consent calendar that a Council Member would like to have pulled for further discussion. No requests were made.

Mayor Poythress asked for a motion for action.

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

RES. NO. 16-178 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING AN AGREEMENT WITH PACIFIC GAS AND ELECTRIC (PG&E) FOR CITY OF MADERA TO RELOCATE A FIRE HYDRANT AT CLEVELAND AVENUE AND "D" STREET AT PG&E EXPENSE

RES. NO. 16-179 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING AN AGREEMENT WITH PROVOST AND PRITCHARD ENGINEERING GROUP INC., DBA PROVOST & PRITCHARD CONSULTING GROUP, FOR PROFESSIONAL ENVIRONMENTAL PLANNING SERVICES TO PROVIDE ENVIRONMENTAL DOCUMENTS FOR THE REPAIR AND REHABILITATION OF CITY OF MADERA BRIDGE NUMBERS 41C0043 AND 41C0155, FEDERAL PROJECT NO. BPMP 5157 (104), CITY PROJECT NO. B-000004

RES. NO. 16-180 A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING AN AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE AND EASEMENTS IN CONNECTION WITH THE SHARON BOULEVARD INFRASTRUCTURE PROJECT, AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY, AND AUTHORIZING ALL OTHER ACTIONS REQUIRED TO COMPLY WITH THE TERMS OF THE AGREEMENT AND ACCEPT THE SUBJECT DEED AND EASEMENTS

RES. NO. 16-181 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING A SIDE LETTER AGREEMENT BETWEEN THE CITY OF MADERA AND THE MID-MANAGEMENT EMPLOYEE GROUP RELATED TO OVERTIME AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE THE AGREEMENT

RES. NO. 16-182 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, ACCEPTING PUBLIC STREET, PUBLIC UTILITY AND

**TEMPORARY TURN-AROUND EASEMENTS IN CONJUNCTION WITH
PARCEL MAP 16-P-01, LOCATED AT THE SOUTHEAST CORNER OF
AVENUE 17 AND SR 99, OFFERED BY LISA M. GUZMAN, AND AUTHORIZING
THE CITY CLERK TO EXECUTE A CERTIFICATE OF ACCEPTANCE**

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

- C-1 Public Hearing and Consideration of a Resolution of the City Council Confirming Special Assessments for Delinquent Administrative Fines (Report by Brent Richardson)

Brent Richardson, City Attorney stated that is their custom when they have uncollectable delinquent fines, pursuant to the Municipal Code they will bring them before the Council for confirmation so they can be a Special Assessment. There are three properties on this item and they are just looking for Council confirmation.

Mayor Poythress opened the public hearing. No comments were made and the public hearing was closed.

ON MOTION BY COUNCIL MEMBER MEDELLIN, AND SECONDED BY MAYOR PRO TEM RIGBY, ITEM C-1 WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

**RES. NO. 16-183 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA
CONFIRMING SPECIAL ASSESSMENTS FOR DELINQUENT
ADMINISTRATIVE FINES.**

D. WRITTEN COMMUNICATIONS

- D-1 Consideration of a Written Request by the Madera Kiwanis Club Asking the City to Cover the Costs for Extra Police and Public Works Services in Conjunction with the Downtown Madera Lighted Christmas Parade (Report by Steve Frazier)

Steve Frazier, Chief of Police stated the title as read by Mayor Poythress summed up what they are requesting. Chief Frazier stated Council has a report before them and the report has a written request attached that basically indicates they would like the City to cover the cost for Police and Public Works involvement in that endeavor. Chief Frazier stated the Cliff Miller, President of the Kiwanis Club is there today if they have any questions and as a member of Kiwanis he can also answer questions if they have any.

ON MOTION BY MAYOR PRO TEM RIGBY, AND SECONDED BY COUNCIL MEMBER MEDELLIN, ITEM D-1 WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

E. ADMINISTRATIVE REPORTS

- E-1 Consideration of a Resolution Approving Purchase Agreement with Global CTI Group to Implement a ShoreTel Outbound Campaign IVR Application to Make Automated Phone Calls that will Deliver 48-Hour Shut-Off Notices to Customers who have Past Due Utility Bills and Amending the City of Madera 2016/2017 Budget and Authorizing the Mayor to Execute the Agreement on Behalf of the City (Report by Tim Przybyla)

Tim Przybyla, Finance Director stated they have an excellent opportunity to approve an agreement for a system that will help them do outbound calls that will automate shut-off notices to their customers and save a lot of staff time.

Mr. Przybyla stated he has invited Greg Tripoli from Global CTI to give a very brief demonstration. Global CTI handles this product for ShoreTel Company which is the phone system that they have so it couples

nicely with what they were looking for, what they have and helps them to achieve the solution that they've been looking for.

Mr. Tripoli stated Global CTI is the vendor that installed the City's current ShoreTel phone system that has been in use for about three years. The nice thing about the system the City is considering is that it works in conjunction with what they already have so it is just a bolt in or bolt on application to the existing phone system.

Mr. Tripoli stated that this is basically an outbound calling campaign that will automatically place up to five calls at a time to a group of predetermined recipients. What they do is load in a database into this application on a daily basis or however often they want to do the outbound calls. The system reads that database and makes the calls to the appropriate folks. They can use this for utility billing. They can use this for any department that they want to automate an outbound calling campaign to.

Mr. Tripoli stated this is a simple lightweight application. It runs right on the existing phone system and really makes the calls for them. The citizen experience is that they will receive a call and they'll hear a prerecorded message. The message can be modified to pull in information such as how much they owe and their due date as long as that data can be captured in the system. They can make that available to the citizen. Once they hear the notice, the call disconnects. They can set it up so that the citizen presses a button and be routed to a utility billing clerk to speak to customer service.

Mr. Tripoli stated that it is a good time to take a look at how the phone system is set up they spoke to the Finance Director about having some discovery meetings with other departments to see how the phone system is working for them and see if there are things they'd like to change to make the experience better for internal folks or the communities that they are talking to. That is just something they do as part of having a relationship with the City.

Council Member Foley Gallegos stated she had been phone banking for Measure K and asked how they would know if a line is no longer in service or a wrong number.

Mr. Tripoli stated it will put out a report indicating if it reached a pre-recorded message or if somebody actually accepted the call.

Mr. Przybyla stated he would answer any questions. He stated that he sees this as an excellent opportunity to purchase this product for under \$10,000 and maintain the product for under \$700 a year. Mr. Przybyla stated this would save lots of staff time and lots of money and will really kick up their customer service level. He sees it as a great opportunity.

Mr. Przybyla stated that he sees other opportunities where they can do things that will help resolve some of the issues they are having when people are waiting on the line. They can provide comfort messages and different things to route the system. They are going to look into all of the opportunities to improve the phone system.

Mr. Przybyla stated they are looking for approval of this purchase agreement with Global CTI Group at this time to implement the ShoreTel Outbound Campaign IVR application to make automated phone calls that will deliver 48-hour shut-off notices to customers who have past due utility bills and amending the City of Madera 2016/2017 Budget and authorizing the Mayor to execute the agreement on behalf of the City.

ON MOTION BY COUNCIL MEMBER MEDELLIN, AND SECONDED BY MAYOR PRO TEM RIGBY, ITEM E-1 WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

RES. NO. 16-184 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING PURCHASE AGREEMENT WITH GLOBAL CTI GROUP TO IMPLEMENT A SHORETEL OUTBOUND CAMPAIGN IVR APPLICATION TO PROVIDE 48-HOUR SHUT-OFF NOTICES BY TELEPHONE TO UTILITY

**CUSTOMERS THAT HAVE PAST DUE UTILITY BILLS AND AMENDING THE
CITY OF MADERA 2016/2017 BUDGET, AND AUTHORIZING THE MAYOR TO
EXECUTE THE PURCHASE AGREEMENT ON BEHALF OF THE CITY**

E-2 Consideration of a Resolution Approving the City of Madera General Fund Balance Reserve Policy (Report by Tim Przybyla)

Tim Przybyla, Finance Director stated they are looking at a proposal for the City of Madera General Fund Balance Reserve Policy to be approved by Council establishing prudent policies to stabilize the delivery of City services in difficult times and good times and ensure that funds are set aside for capital projects and one time expenditures that are in the best long term interest of the City of Madera. Mr. Przybyla stated that basically sums up the purpose of this Fund Balance Reserve Policy. Mr. Przybyla asked if there were any questions.

Mayor Poythress stated Mr. Przybyla was looking for a resolution that states fiscal responsibility.

Mr. Przybyla responded affirmatively. He stated they are trying to set aside funds for when they really need them. The key component of this is the Budget Stabilization Reserves to ensure the delivery of services for the City. It is also known as contingency reserves. There are three of these contingency reserves or budget stabilization reserves and they'll discuss them a little bit further in detail. There is a Cash Flow Reserve, the Revenue Stabilization Reserve and the Emergency Reserve within these contingency reserve funds.

Mr. Przybyla stated that for the Cash Flow Reserve Fund, staff is proposing a 15% reserve. That is 15% of the General Fund Operating Budget. With a minimum balance of 15% of the General Fund's Operating Budget; that would be approximately \$5 million for their 16/17 Fiscal Year Budget of \$33 million. This one is to be established as an absolute minimum reserve balance and it's not to be used for operational expenses. It's just money they need to keep in the bank so that they can do their investments and so they can make sure there is cash flow to be able to take care of business. That is the first of the three contingency reserves. That is 15% of the General Fund Operating Budget expenditures.

Mr. Przybyla stated that for the Revenue Stabilization Reserve, staff is proposing 5% of the General Fund Operational Budget. For FY 16/17, that would be approximately \$1.7 million. This is to mitigate the effects of major economic uncertainties and financial hardships.

Mr. Przybyla stated that Council may appropriate from this reserve fund for operational costs when revenues decline. So if they were to establish a Budget and start off the year with a balanced budget and then they find out that the State's done something to take away monies or there's a big recession or something and revenues go down, then they may need to have funds brought in from this reserve to help cover the expenses for that year. That is the type of purpose this reserve fund would serve.

Mr. Przybyla stated it would be limited for one or two fiscal years at the most. So if they had another decline in the economy, within two years they should be able to make the necessary adjustments. This reserve could help them continue to provide services until they are able to adjust for that. If this is reserved, then it must be replenished within a reasonable time.

Mr. Przybyla stated that for the Emergency Reserves, staff proposes 10% of the General Fund Operating Budget to be set aside. This is basically for major catastrophes. It would be made up of an amount at least equal to one annual RMA (Risk Management Authority) deposit premium which is approximately \$1.5 million. The balance of the 10% reserve would be held in the General Fund for natural disasters of epic proportions.

Mr. Przybyla stated those are the three contingency reserves and policy that staff is proposing. Those three together would set the 30% reserve amount and those balances would need to be maintained. An

appropriation of any reserves below 30% would require findings articulating the need for the reserves and a plan to replenish the reserves within a reasonable time.

Mr. Przybyla stated that outside of those three reserves there are other reserves that fund balance could be designated or assigned to such as future capital reserves for future development, accounting designation and legal reserves that are required by the Accounting Principles and Law, and then there is the undesignated and unrestricted reserves. That is basically the fund balance that is not assigned or designated for any particular purposes. It is just as important to manage those funds properly.

Mr. Przybyla stated that for the funding of the reserves, the sources are one time revenues, excess fund balance and project surplus. Mr. Przybyla stated that the policy designates the order of priority for replenishment. If all the funds are wiped out and they need to build them back up, first they would have to take care of the Accounting Designation and Legal Reserves. Next would be the Budget Stabilization Reserves. Third would be the Future Capital Reserves and fourth is basically the left over fund balance anyway.

Mr. Przybyla stated the policy would need to be adhered to otherwise Council action would be required in the situations when the appropriations bring it below the 30% minimum and whenever there's any variance from policy stipulations. Council action would require a statement of findings and a plan for replenishing.

Mr. Przybyla asked if Council had any questions. He stated he went through it in quite some detail but he wanted to make sure it was understood what the different reserves are designed for.

Council Member Holley stated that right now they have a reserve for the General Fund and asked why they would need all the extra reserves. Council Member Holley asked what they would do now if something were to happen. He asked if they would go to their General Fund reserve to pull that out. Council Member Holley stated 30% is a lot of money. He thinks that is kind of high to try to set back at a time like this.

Mr. Przybyla stated they have monies in reserves right now but basically it is all in the unappropriated/undesignated portion of the General Fund without any restrictions, without any designations on what it is supposed to be used for. He believes that the FY 14/15 audit reflected there is approximately \$14 million in the General Fund fund balance. What they are doing is taking the money that has been set aside because they have been prudent, because they have spent less than they've brought in over the years and stating what they want to use those funds for.

Mr. Przybyla stated they want to say they are going to be fiscally responsible and want to set aside at least 30% of that for these reasons and beyond that the balance still stays in there. They are not taking anything out of the General Fund fund balance. It's all staying in the fund balance but it is just designating the uses of that fund. Setting aside for the specific purpose that he's outlined in the policy.

Mayor Poythress stated that in other words it is the same money that is in reserve right now, it is just being put in categories.

Mayor Pro Tem Rigby stated he thinks the appropriations are vital if they are going to continue to move towards a more transparent Council. He thinks that as they begin to see monies from Measure K as well as other areas hopefully in the future, they are going to want to see appropriations of funding and he thinks this is a great start to that; having fund balances or reserve policies that show that they are fiscally responsible in case of x, y, z. He thinks that benefits the Council as a whole.

Council Member Oliver stated the Stabilization Reserve of 5% is roughly \$1.7 million and he asked how many months of operating costs that would cover.

Mr. Przybyla stated that basically the cash flow is a timing issue. He did some calculations and he came up with roughly 13.5% of the revenues that come in after mid-year. That's why they established the percentage for the Cash Flow.

Mr. Przybyla stated he is not sure how to answer the question regarding the 5% for Rate Stabilization. Typically they come in under 5% at 3% to 5% of their budget. So they have 12 months at a \$33 million operating budget.....

Council Member Oliver stated it would be enough for 2 or 3 months of operating costs or so and Mr. Przybyla replied affirmatively.

Council Member Oliver stated that Mr. Przybyla mentioned replenishing in a reasonable timeframe and asked if they are thinking to replenish the fund in 12, 18 months if they were to tap it, and would there be a plan on how they would replenish those amounts.

Mr. Przybyla stated it would probably be a multi-year plan if they're burning down those reserves because it will probably be experiencing an ongoing decline at some time but he'd consider two or three years to try to get the money back into it. The policy doesn't establish any specific time but Council could certainly decide they are going to use it this year and want to build it up two or three years from now. That would be a choice to be made at that time.

Council Member Medellin stated he believes it is a good plan to have but he thinks there is a big asterisks on some of these questions because they don't know what the severity of the future holds; if there is another recession or how large that recession is. He thinks it's a great plan to have but he thinks it's difficult to actually say when they will replenish. Council Member Medellin posed the question of how quickly are these funds going to be used. Council Member Medellin stated he is certainly in agreement in having the plan. It's just one of those rainy day things. It's a rainy day fund. They don't know how hard it is going to rain in the future.

Council Member Robinson stated it is the same thing as the State. Governor Brown has a reserve for the State and it is positive.

Mayor Poythress stated it is good to have it. They have had it for a long time. It's just a matter of categorizing it and setting some policy.

Mr. Przybyla stated it's important to remember that they are setting aside 30% of the Operational Budget but they have \$14 million in reserve so they are setting aside \$5,000 for Rainy Day/Emergency Fund for cash flow purposes. There is still a lot they can do before they would have to tap into those most likely.

ON MOTION BY MAYOR PRO TEM RIGBY, AND SECONDED BY COUNCIL MEMBER ROBINSON, ITEM E-2 WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

RES. NO. 16-185 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING AND ADOPTING THE CITY OF MADERA GENERAL FUND BALANCE RESERVE POLICY

F. COUNCIL REPORTS

Council Member Robinson had nothing to report.

Council Member Foley Gallegos had nothing to report.

Mayor Pro Tem Rigby had nothing to report.

Council Member Holley had nothing to report.

Council Member Medellin had nothing to report.

Council Member Oliver had nothing to report.

Mayor Poythress stated he is wearing a tie from the Lone Star State, Texas and that is in honor of their City Manager who is at home right now. This is his home state. He went to SMU (Southern Methodist University). Mr. Tooley is remembered tonight by the Lone Star State tie.

Mayor Poythress stated that on Monday he went to a quarterly regular meeting of CALCOG, California Association of Councils of Government. He is on the Executive Committee. It was in Sacramento. CALCOG is a statewide policy organization that represents member agencies in the California Legislature, US Congress and before administrative agencies.

Mayor Poythress stated it primarily deals with transportation. There are a lot of other things and planning that go into it.

Mayor Poythress stated the County of Madera does not have a Council of Governments. They have to have three incorporated cities to have that. They've only got two. The Madera County Transportation Commission (MCTC) serves that role. It's called an MPO, Metropolitan Planning Organization. Some day if they get a third city they can get that but at this point, that is what MCTC does.

Mayor Poythress stated it was mainly an administrative meeting approving certain policies and so forth but they did get some updates on transportation. As always, in the State of California it doesn't look good. Apparently in the capitol, it is just changing every day. They can't even keep track of what is going on and who's on first in terms of potential funding for transportation.

Mayor Poythress stated that Jim Beall who is a Democrat who has proposed some legislation to provide transportation funding is very frustrated with a group that is pushing for more funding for bike lanes and walking path. Mayor Poythress stated he guesses that in Sacramento it is all about bike lanes and walking paths and it doesn't work very well here in Madera on July 4th or 5th or 6th or 10th or 15th when it is 110 degrees in other parts of the State.

Mayor Poythress stated it was just to let them know that things are as always in Sacramento regarding transportation. They're a mess.

G. CLOSED SESSION

Council adjourned to closed session at 6:58 p.m.

G-1 Closed Session Announcement – City Attorney

Brent Richardson, City Attorney announced that Council will adjourn to closed session in one item. Personnel evaluation pursuant to Government Code §54957 – Position: City Attorney.

G-2 PERSONNEL EVALUATION--Pursuant to Government Code §54957

Position: City Attorney

G-3 Closed Session Report – City Attorney

Council returned from closed session at 7:21 p.m. with all members present.

Mr. Richardson announced that Council adjourned to closed session on one item Personnel evaluation pursuant to Government Code §54957 – Position: City Attorney. No reportable action was taken.

ADJOURNMENT

The meeting was adjourned by Mayor Poythress at 7:21 p.m.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

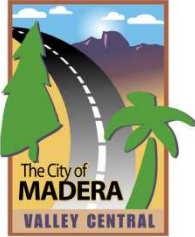
Approval of the minutes is not addressed in the vision or action plans; the requested action is also not in conflict with any of the actions or goals contained in that plan.

SONIA ALVAREZ, City Clerk

ANDREW J. MEDELLIN, Mayor

Prepared by:
ZELDA LEÓN, Deputy City Clerk

[Return to Agenda](#)



**MINUTES OF A REGULAR MEETING
OF THE MADERA CITY COUNCIL
And
A REGULAR MEETING OF THE
MADERA PUBLIC FINANCING AUTHORITY
CITY OF MADERA, CALIFORNIA**

Item:	B-1
Minutes for:	10/07/15
City Adopted:	06/01/16
MPFA Item:	B-1B
MPFA Adopted:	09/06/17

**October 7, 2015
6:00 p.m.**

**Council Chambers
City Hall**

CALL TO ORDER

Mayor/Chairperson Poythress called to order at 6:00 p.m. the regular meeting of the Madera City Council and the regular meeting of the Madera Public Financing Authority for 10/07/15.

ROLL CALL:

Present: Mayor/Authority Chairperson Robert L. Poythress
Mayor Pro Tem/Authority Member William Oliver
Council/Authority Member Charles F. Rigby
Council/Authority Member Sally J. Bompreszi
Council/Authority Member Andrew J. Medellin
Council Member/Authority Vice Chairperson Donald E. Holley
Council/Authority Member Derek O. Robinson Sr.

Others present were City Administrator David Tooley, City Attorney Brent Richardson, City Clerk Sonia Alvarez, Director of Community Development David Merchen, Director of Financial Services Tim Przybyla, City Engineer Keith Helmuth, Public Works Operations Director David Randall, Chief of Police Steve Frazier, Director of Parks and Community Services Mary Anne Seay, Director of Human Resources Wendy Silva, Chief Building Official Steve Woodworth, Information Services Manager Ted Uyesaka, Planning Manager Chris Boyle, and Commander Dino Lawson.

INVOCATION: Pastor David Votaw, Harvest Community Church

PLEDGE OF ALLEGIANCE: Mayor Poythress led in the Pledge of Allegiance.

PUBLIC COMMENT:

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

Mayor/Chairperson Poythress opened the public comment for the two agencies. No comments were offered and Mayor Poythress closed public comment.

PRESENTATIONS Proclamation Recognizing Fire Prevention Week

Mayor Poythress announced that this is Fire Prevention Week for 2015. He commented that certainly, this is a time that they can honor firefighters. They should always do that and think about the great job that they do. Mayor Poythress stated that in this particular case, this is more about prevention. He noted that this is something that their friends at the Fire Department and Safety Services wish that we would take into consideration the importance of smoke alarms; that having a working smoke alarm has reduced the fire death rate in a reported fire in half, and that Madera City's responders are dedicated to reducing the occurrence of home fires and home injuries through prevention and protection education. He added that the proclamation also states that Madera City residents are responsive to the public education measures and are able to take personal steps to increase their safety from fire; therefore, those who use a smoke alarm have planned and practiced a home fire escape plan and are more prepared and will therefore be likely to survive a fire. Mayor Poythress added that the 2015 Fire Prevention Week Theme is called, Hear the Beep Where You Sleep, and it effectively serves to remind us all of the simple actions we can take to stay safer from fire during Fire Prevention Week the year round.

Mayor Poythress advised that Chief Nancy Koerperich is not here this evening. He noted that Chief Koerperich was involved in some kind of intense interviewing and so forth today, so she wasn't able to make it. Mayor Poythress handed the certificate to the City Clerk who will make sure that Chief Koerperich gets it. Mayor Poythress reminded everyone to listen to the beep.

INTRODUCTIONS

1. Richard Gonzales, Police Officer
2. Clay Hoover, Police Officer

Mayor Poythress stated that this is something that they all look forward to periodically. Mayor Poythress introduced Chief of Police Steve Frazier who will introduce the two new officers.

Chief of Police Steve Frazier stated this is an opportunity for him to take a shot at Fire. If they are not here it is because they are eating or sleeping. He commented that he needs to seize every opportunity that he can.

Chief Frazier stated that it is a great opportunity to be able to introduce two young men to them this evening. He advised that one of them is not so young but, it is always a pleasure when they can come forward and present new City employees to them and especially, from his perspective, in law enforcement.

Chief Frazier announced that this evening he is going to introduce Richard Gonzalez and Clay Hoover. He advised that Richard is the older one, not old by any means, but he is almost a 10 year veteran. He has worked with the Department of Corrections. He has worked with Madera Sheriff's Department. Chief Frazier noted that they tried to pick him up in 2007. They lost his application or something happened and he went to the SO (Sheriff's Office). He commented that most recently, Officer Gonzales has been assigned to their Special Investigations Unit (SIU) and has been doing a bang up job there but, what that does is that it exposed him to them. Chief Frazier advised that the SIU is housed in the PD (Police Department) so they had pretty much unfettered access to him so they convinced him that Madera PD was clearly the place to go. He noted that because Officer Gonzales is standing here in blue, he agrees. Chief Frazier added that Officer Gonzales has a great deal of experience, very seasoned officer, and they instantly are better with him onboard. Chief Frazier noted that Officer Gonzales will be out making that impact much sooner than Officer Hoover will.

Chief Frazier added, by way of explanation, that the Council has directed the City and the PD to create videos; they are creating videos. He introduced Officer Brett Prieto *[present and recording this evening]* who put together a couple of their videos and he is working on some other creations so they will see what happens.

Chief Frazier introduced Clay Hoover, the young man, behind him. He advised that Officer Hoover is a recent graduate from the academy. He graduated in July. He is a graduate of Fresno State, graduating with a Bachelor's degree. He added that it too has been Officer Hoover's lifelong dream to be a Madera Police Officer. Chief Frazier advised that is probably a little hedge there. He added that Officer Hoover comes from a family of law enforcement. His dad John was in law enforcement and he is sure that that dream started sometime as a child to be a police officer and now he is with arguably the best department in the State; not joking. Chief Frazier stated they are excited to have him onboard. As a brand new officer obviously, he has to go through a 15 week program. He comes with a great deal of knowledge. He has schooling behind him. They expect great things. Chief Frazier commented that a little earlier they were able to share some of his introductory steps but for the sake of brevity, he won't go into those things but needless to say, he has been indoctrinated into the Madera PD very well.

Chief Frazier stated that they are very pleased to have both of these gentlemen with them. He asked the officers if they would like to say anything to the Council and joked that 15 minutes should be...

Mayor Poythress agreed that this is traditional.

Officer Richard Gonzales greeted the Council and stated that once again, he would like to thank everybody for this opportunity. He added that the reason why he chose Madera PD is that he sees the vision where it is going now and how it is connecting with community. He sees the way law enforcement is going and he is happy to be a part of that. He looks forward to doing a good job for the City of Madera and serving its citizens. He added that he has a lot of family that lives in the City of Madera. He thanked them again for this opportunity.

Mayor Poythress asked Officer Gonzales if he has any family members here this evening and if so, that he introduce them.

Officer Gonzales introduced his family members present this evening: his wife Maria, his daughter Ava, another daughter Annie, in the burgundy is his mother Maria, another daughter Audrey, his mother-in-law in the back, and his two sisters Melissa and Priscilla.

Council welcomed Officer Gonzales' family.

Chief Frazier added that they know that in a household of women that Officer Gonzales has a great deal of patience.

Officer Clay Hoover greeted the Council and thanked them all for the opportunity of being here. He is very excited to start his career in law enforcement. He added, like the Chief was saying, it always has been a dream of his for Madera PD. He is very excited. He knows he is very young but he is willing to learn, and just ready to get out there.

Council welcomed Officer Hoover.

Officer Hoover introduced his family members present this evening: his girlfriend Giana, his mom Linda, his best friend Jeff, friends Matt and Garrett, and other family Jen, Matt and Cece. They are all with him today as well as his cousin Charlie, and his Aunt Denise.

Council welcomed all.

Mayor Poythress called on the City Clerk to make a late distribution announcement.

City Clerk Sonia Alvarez announced that pursuant to Government Code Section 54957, members of the public are advised that documents related to the following agenda item were distributed to the Council less than 72 hours before this meeting. Under Section B, Consent Calendar, Item B-7, subject matter is a

resolution approving an agreement with AECOM Technical Services. Ms. Alvarez advised that a revised resolution and agreement were distributed to the Council this evening. She added that extra copies are available at the podium for members of the public wishing a copy.

A. WORKSHOP

A-1 Quarterly Report by Mid Valley Disposal on Solid Waste Diversion (Report by Dave Randall and Presentation by Mid Valley Disposal)

Public Works Operations Director Dave Randall introduced Yvette Rodriguez and Annette Kwock from Mid Valley Disposal who will tell them a little bit about the quarterly report.

Yvette Rodriguez greeted the Council. Also with her tonight is Annette Kwock which many of them already know. They are here this evening to present the City's quarterly newsletter. She referred to the newsletter noting that many of them may have it in front of them. She explained that it is a Green Living Newsletter that provides recycling updates and it informs the City staff, and also members of the community that are sitting here this evening, about the progress and the efforts they are making to implement new recycling programs, and also the outreach during community outreach events. She advised that the newsletter in front of them is for the second quarter. She added that she will not go too much into detail about the information above *[on display]* but if they have any questions, they should feel free to ask them.

Ms. Rodriguez referred to the newsletter noting that this one specifically has some outreach with the schools such as John Adams Elementary. She noted that Earth is very important to the City of Madera. She advised that Annette Kwock was out in the community providing recycling education during the Madera Coalition event. They will also find business site visits. She noted that these are conducted daily but they will provide quarterly updates regarding businesses that are recycling and they are adding new services. They will find this type of information as well on a quarterly basis.

Ms. Rodriguez stated that more importantly too, are tonnages such as how well the City is doing with residential programs. They will find the diversion rates in the newsletter including the commercial sector as well. For this quarter, the residential diversion rate was 41% and the commercial sector was 8%. She commented that their goal is to always improve these numbers and with these programs they are pretty confident that they can do that.

Mr. Rodriguez advised that one specific program that she wanted to spend more time on is mandatory commercial recycling. She noted that AB 341 is the mandatory commercial law and it requires that businesses that produce four cubic yards or more of trash per week, it also includes multi-family and schools, that they need to implement recycling programs. She advised that Ms. Kwock is working towards making sure that one, businesses are aware of the law, and when a business does not have recycling implemented, then that is what they work to do. She added that Ms. Kwock is working with the business individually and implementing these types of programs; providing education to the employees. She advised that they are here to help so that means that if it takes going in on a separate day to provide education to the employees, maybe a short presentation, they will do exactly that.

For the schools, Ms. Rodriguez stated they want to be very involved. She noted that Ms. Kwock has already participated in some classroom presentations and she will continue to do so. They know that the kids, they get this information and they take it home and share it with their family so it is important to also be in the schools and implement school recycling programs as well.

Ms. Rodriguez stated that the multi-family are a little more challenging just because of the amount of people living in one community but, it does not deter them from trying and working with the managers onsite. They have done special programs where apartment managers will work with them to coordinate special events for the tenants, the family members. They come out and they have a nice evening and give a presentation that will inform young children but also, adults as well.

Ms. Rodriguez summarized that there is lots of information that will be provided for these quarterly updates. She really looks forward to being here and providing information, and any questions that the Council or members of the public might have for them.

Mayor Poythress thanked Ms. Rodriguez and asked if there are any questions for Ms. Rodriguez and/or Ms. Kwock. No questions were asked.

Mayor Poythress thanked them again for spending some time with them to provide this information.

B. CONSENT CALENDAR

- B-1 A. City Minutes – 5/20/15
 B. MPFA Minutes – 10/1/14, 5/6/15j
- B-2 Information Only – Warrant Disbursement Report
- B-3 Consideration of a Minute Order Consenting to a Substitution of Listed Subcontractor(s) by Frank Loduca, General Engineering Contractor for the City of Madera Laurel Street Bike Path Sunset Avenue to Fresno River Trail Federal Project No. CML 5157 (097) SJVAPCD Project No. C-28159-A, City Project No. PK-12 (Report by Keith Helmuth)
- B-4 Consideration of a Resolution Approving Amendment No. 3 to the Agreement with AECOM USA, Inc. for Design Services for Sewer and Storm Drain Projects (Report by Keith Helmuth)
- B-5 Consideration of a Resolution Approving Amendments to the Fiscal Year 2015-2016 Capital Projects Budget Appropriating Funds to Specified Accounts for Inclusion of Conduit for Future Lighting in the Laurel Bike Path Project (Report by Mary Anne Seay)
- B-6 Consideration of a Minute Order Accepting the Surface Seals at Various Streets City Project No. ST 14-08 and Authorizing Recording of the Notice of Completion (Report by Keith Helmuth)
- B-7 Consideration of a Resolution Approving Amendment No. 1 to Agreement with AECOM Technical Services, Inc. for Professional Engineering Services for the Installation of a New Compressed Natural Gas (CNG) Compressor Project, Federal Project No. CML 5157 (085) (Report by Keith Helmuth)
- B-8 Consideration of a Resolution Approving an Agreement between the City of Kerman and the City of Madera for Firearms Training Range Use and Authorizing the Mayor to Sign the Agreement on Behalf of the City (Report by Steve Frazier)
- B-9 Consideration of a Resolution Approving the Program Supplement Agreement No. N051 and Authorizing the City Engineer to Execute the Program Supplement Agreement No. N051 for the Fresno River Trail, Schnoor Avenue to MID, North Bank Phase 1 Federal Project Number CML 5157 (098) (Report by Keith Helmuth)
- B-10 Consideration of a Resolution Approving the Program Supplement Agreement No. N052 and Authorizing the City Engineer to Execute the Program Supplement Agreement No. N052 for the Fresno River Trail between North-South Trail Behind Montecito Park and Granada Drive Phase II Federal Project Number CML 5157 (099) (Report by Keith Helmuth)

- B-11 Consideration of a Resolution Approving the Program Supplement Agreement No. N050 and Authorizing the City Engineer to Execute the Program Supplement Agreement No. N050 for the Intersection Improvements at Lake Street, Fourth Street, and Central Avenue Federal Project Number CML 5157 (102) (Report by Keith Helmuth)

- B-12 Consideration of a Resolution Approving an Agreement Between the City of Madera and ExecuTime Software, LLC, an Oklahoma Limited Liability Company, for the Purchase of Implementation Services, Training, Hardware and the Access to and Use of the ExecuTime Software Application, Authorizing the Mayor to Execute the Agreement on Behalf of the City, Authorizing the City Administrator or his Designee to Approve Proposals and Scopes of Work as Contemplated in the Agreement, and Approving Amendments to the City of Madera 2015/2016 Budget (Report by Tim Przybyla)

- B-13 Consideration of a Resolution Approving an Agreement with California State University, Fresno Foundation for Services Provided by the Office of Community and Economic Development to Produce and Deliver a Three-Part Bilingual (Spanish and English) Small Business Development Workshop and Provide Post Workshop Follow-up Consultations to Workshop Participants and Authorizing the Mayor to Execute the Agreement (Report by Ted Uyesaka)

- B-14 Consideration of a Minute Order of the Council of the City of Madera, California Authorizing the Acceptance of a National Insurance Crime Bureau Vehicle Donated to the Madera Police Department and Authorize the Chief of Police to Execute All Documents Necessary to Accept the Donation (Report by Steve Frazier)

- B-15 Consideration of a Resolution of the City Council of the City of Madera, California Authorizing the City Administrator and Finance Director to Engage Selected Parties for Professional Services Relating to the Issuance of Wastewater and Water Revenue Refunding Bonds (Report by Tim Przybyla)

- B-16 Consideration of a Resolution Approving a Medical Services Agreement with Concentra (Report by Wendy Silva)

Mayor/Chairperson Poythress moved on to the Consent Calendar and announced that there is one item that they will be pulling and that is item B-4 from the agenda. He added that the item will be brought back at a future meeting.

Mayor/Chairperson Poythress asked if there are any other items that a Councilperson/Authority Member would like to have pulled for further discussion or elaboration.

Council/Authority Member Holley stated he would like to ask a question on B-14.

Mayor/Chairperson Poythress asked if there are any others. No other requests were made and Mayor/Chairperson Poythress announced that he would accept a motion for action on the Consent Calendar other than item B-4 and B-14.

ON MOTION BY COUNCIL/AUTHORITY MEMBER BOMPRESZI, AND SECONDED BY COUNCIL/AUTHORITY MEMBER ROBINSON, THE CONSENT CALENDAR, WITH THE EXCEPTION OF ITEMS B-4 AND B-14, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

RES. NO. 15-198 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING AMENDMENTS TO THE FISCAL YEAR 2015-2016 CAPITAL PROJECTS BUDGET APPROPRIATING FUNDS TO SPECIFIED

ACCOUNTS FOR INCLUSION OF FUTURE LIGHTING IN THE LAUREL BIKE PATH PROJECT

- RES. NO. 15-199** **A RESOLUTION APPROVING AMENDMENT NO. 1 TO AGREEMENT WITH AECOM TECHNICAL SERVICES, INC. FOR PROFESSIONAL ENGINEERING SERVICES FOR THE INSTALLATION OF A NEW COMPRESSED NATURAL GAS (CNG) COMPRESSOR PROJECT**
- RES. NO. 15-200** **A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF KERMAN AND THE CITY OF MADERA FOR FIREARMS TRAINING RANGE USE AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT ON BEHALF OF THE CITY**
- RES. NO. 15-201** **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING THE PROGRAM SUPPLEMENT AGREEMENT NO. N051 AND AUTHORIZING THE CITY ENGINEER TO EXECUTE THE PROGRAM SUPPLEMENT AGREEMENT NO. N051 FOR THE FRESNO RIVER TRAIL, SCHNOOR AVE TO MID, NORTH BANK PHASE I FEDERAL PROJECT NUMBER CML 5157 (098)**
- RES. NO. 15-202** **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING THE PROGRAM SUPPLEMENT AGREEMENT NO. N052 AND AUTHORIZING THE CITY ENGINEER TO EXECUTE THE PROGRAM SUPPLEMENT AGREEMENT NO. N052 FOR THE FRESNO RIVER TRAIL BETWEEN NORTH-SOUTH TRAIL BEHIND MONTECITO PARK AND GRANADA DRIVE PHASE II FEDERAL PROJECT NUMBER CML 5157 (099)**
- RES. NO. 15-203** **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING THE PROGRAM SUPPLEMENT AGREEMENT NO. N050 AND AUTHORIZING THE CITY ENGINEER TO EXECUTE THE PROGRAM SUPPLEMENT AGREEMENT NO. N050 FOR THE INTERSECTION IMPROVEMENTS AT LAKE STREET, FOURTH STREET, AND CENTRAL AVENUE FEDERAL PROJECT NUMBER CML 5157 (102)**
- RES. NO. 15-204** **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING AN AGREEMENT BETWEEN THE CITY OF MADERA AND EXECUTIME SOFTWARE, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT, AUTHORIZING THE CITY ADMINISTRATOR OR HIS DESIGNEE TO APPROVE PROPOSALS AND SCOPES OF WORK AS CONTEMPLATED IN THE AGREEMENT AND APPROVING AMENDMENTS TO THE CITY OF MADERA 2015/2016 BUDGET**
- RES. NO. 15-205** **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING AN AGREEMENT WITH CALIFORNIA STATE UNIVERSITY, FRESNO FOUNDATION FOR SERVICES PROVIDED BY THE OFFICE OF COMMUNITY AND ECONOMIC DEVELOPMENT TO PRODUCE AND DELIVER A THREE-PART BILINGUAL (SPANISH AND ENGLISH) SMALL BUSINESS DEVELOPMENT WORKSHOP AND PROVIDE POST WORKSHOP FOLLOW-UP CONSULTATIONS TO WORKSHOP PARTICIPANTS AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT**
- RES. NO. 15-206** **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA AUTHORIZING THE CITY ADMINISTRATOR AND FINANCE**

DIRECTOR TO ENGAGE SELECTED PARTIES FOR PROFESSIONAL SERVICES RELATING TO THE ISSUANCE OF WASTEWATER AND WATER REVENUE REFUNDING BONDS

RES. NO. 15-207 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING A MEDICAL SERVICES AGREEMENT WITH CONCENTRA

Mayor Poythress called item B-14 for discussion.

B-14 Consideration of a Minute Order of the Council of the City of Madera, California Authorizing the Acceptance of a National Insurance Crime Bureau Vehicle Donated to the Madera Police Department and Authorize the Chief of Police to Execute All Documents Necessary to Accept the Donation

Council Member Holley asked if this is for donating a car to the Police Department.

Chief of Police Steve Frazier replied that since 2008, the Madera Police Department has utilized National Insurance Crime Bureau Vehicles (NICV) to outfit their Special Investigations Unit. He added that typically those vehicles come at a \$1.00 lease cost. He explained that this particular vehicle is apparently surplus to NICV and they have offered that vehicle to the Police Department for their use. He advised that the process tonight is looking to accept that vehicle so that they can put it into service.

Mayor Poythress stated that it seems that was the only question and he would accept a motion for action.

ON MOTION BY COUNCIL MEMBER HOLLEY, AND SECONDED BY COUNCIL MEMBER MEDELLIN, ITEM B-14, A MINUTE ORDER OF THE COUNCIL OF THE CITY OF MADERA, CALIFORNIA AUTHORIZING THE ACCEPTANCE OF A NATIONAL INSURANCE CRIME BUREAU VEHICLE DONATED TO THE MADERA POLICE DEPARTMENT AND AUTHORIZE THE CHIEF OF POLICE TO EXECUTE ALL DOCUMENTS NECESSARY TO ACCEPT THE DONATION, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

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

C-1 Public Hearing and Consideration of a Resolution of the City Council Confirming Special Assessments for Delinquent Administrative Fines

City Attorney Brent Richardson stated before he begins discussion on this item, they are going to revise the exhibit to strike the property at 2725 Monocott because they paid. He added that beyond that there are three remaining properties on that exhibit that all have fines due and owing to the City that have not been paid. They are just seeking confirmation to be able to place a lien against the properties for the amount due.

Mayor Poythress asked if there are any questions for Mr. Richardson before they open up the public hearing. No questions were asked.

Mayor Poythress opened the public hearing and asked if there are any members of the public who would like to address the Council on this item.

Rick Markley, residing in Oakhurst, California, stated he had given a letter to the Clerk to distribute to all the Council Members. He asked if they had seen it.

Mayor Poythress replied yes.

Mr. Markley noted that everybody has seen it and read it. He stated that today the City is going to decide if they are going to impose a special assessment Section 1-9.11 against his property. He noted that when the City came up with a vacant house registration ordinance, he is sure they had good intentions but, the unintended consequences of forcing a property owner to register a property that was being remodeled and had a valid permit to do so doesn't seem right. He stated this is not fair especially since they are talking \$450 which he receives absolutely nothing; no benefit to the property owner whatsoever. He added that here he is trying to beautify the home and he gets a financial roadblock thrown in his way. He has since paid the City \$100 and he is asking the matter be completely dropped and that the City accept his \$100 as payment in full for this matter. He thanked the Council.

Mayor Poythress thanked Mr. Markley.

Mayor Poythress asked if there are any other members of the public who would like to address the Council during public hearing time. No other requests were made and Mayor Poythress closed the public hearing and brought the item back for action.

Council Member Medellin asked Viola Rodriguez, Neighborhood Preservation Supervisor, to shed a little light on the particular situation.

Viola Rodriguez, Neighborhood Preservation Supervisor, stated this was a property where they are talking about the vacant building ordinance. She explained that it addresses homes that are in blighted conditions or if they are in a substandard condition where the owner is not doing anything to bring their property up to standards leaving it open for vandals to break into the home. She advised that they have a vacant building ordinance that they use to address those types of issues. She noted that in this particular case there was, she believes, a building permit that was taken but, it was after the fact and during the time that they were enforcing this ordinance, part of the ordinance is to register the property. She noted that did not happen. She added that the matter was heard at a hearing between the City as well as the homeowner. It was discussed at that time and the matter was left up to the hearing officer to make a decision on it and at that time, based on the facts that were presented, he upheld the matter.

Council Member Medellin noted then that Mr. Markley was notified obviously in time and he didn't apply for the permit until after he was notified of the violation.

Mr. Rodriguez replied yes.

Council Member Medellin stated those are all the questions he had.

Mayor Poythress asked if there are any other questions or comments. No other questions or comments were made and Mayor Poythress announced that he would accept a motion for action.

ON MOTION BY COUNCIL MEMBER MEDELLIN, AND SECONDED BY MAYOR PRO TEM OLIVER, ITEM C-1, RES. NO. 15-208, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

**RES. NO. 15-208 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA
CONFIRMING SPECIAL ASSESSMENTS FOR DELINQUENT
ADMINISTRATIVE FINES**

C-2 A. Consideration of a Resolution of the City Council of the City of Madera Authorizing Execution of a Second Supplemental Installment Sale Agreement for the Wastewater System, A Third Supplemental Installment Sale Agreement for the Water System with the Madera Public Financing Authority, in Connection with the Refunding of the Authority's Outstanding Water and Wastewater Revenue Bonds, Series 2006 (City)

B. Consideration of a Resolution of the Board of the Madera Public Financing Authority Authorizing the Issuance of Madera Public Financing Authority Wastewater Revenue Refunding Bonds, Series 2015 and the Execution and Delivery of a Trust Agreement and a Second Supplemental Installment Sale Agreement Related Thereto and Water Revenue Refunding Bonds, Series 2015 and the Execution and Delivery of a Trust Agreement and A Third Supplemental Installment Sale Agreement Related Thereto, and Delegating to the Chairperson of the Authority the Power to Authorize the Sale of Said Bonds and to Take Certain Related Actions in Connection Therewith (MPFA)

Director of Financial Services Tim Przybyla introduced Ken Dieker who is one of their financial advisors, also referred to as their Municipal Advisor. He commented that as they will recall, back in the early Spring he believes it was, they began the process of refunding certain wastewater bonds and then issuing new bonds to replace those. Since then, they found a quicker method through direct placement to place these bonds and save additional dollars. He advised that at this point, they are looking at approximately \$3 million of savings by the actions that they will be taking here tonight and he will let Mr. Dieker present more information to them at this time.

Ken Dieker stated he is with Del Rio Advisors and added that his voice carries so hopefully, they can hear him no problem without the mic. He noted that with him is his Co-Municipal Advisor John Phan from Urban Futures as well. Mr. Dieker advised that he wants to talk just briefly about the refunding opportunity. He commented that in 2006, the Madera Public Financing Authority (MPFA) issued \$35.995 million of water and wastewater bonds split into two pieces primarily to fund wastewater projects in the initial amount of \$33.485 million and water projects at just over \$2.5 million. He noted that there is about \$28.4 million remaining on the wastewater bonds and just over \$2 million remaining on the water bonds. He stated that the final maturity is March 1 of 2036. He explained that in the normal municipal bond world generally, they would set aside a reserve fund held as cash with the trustee that would be used in the event of default or a lack of missed payment. He commented that in this case, that was funded with an insurance policy back when the 2006 bonds were done so there is no cash sitting in that account currently. He added that the call date on these bonds is March 1, 2016 at par, meaning no pre-payment penalty, and there is a 30-day notice period. He noted that the average interest rate on the outstanding bonds is about 4.72%. He explained that the refunding opportunity is to refund these for economic savings to each of the wastewater and water systems. They are proposing tonight, as Mr. Przybyla mentioned at the introduction, two private placement transactions to TPB Investments, Inc., a wholly owned subsidiary of Western Alliance Bank. He advised that Western Alliance Bank is a big player of municipal finance tax exempt financing. He noted that they are one of the few players in this world that will do a 20-year tax exempt financing. He added that they did contact several other firms and most of them declined because this is a 20-year bond remaining but, they did get interest from a couple of different parties. He noted that they are planning to keep the term the same as the existing bonds so they are not extending the maturity. They are not doing anything. They are simply refunding for economic savings.

Mr. Dieker commented, as Mr. Przybyla mentioned, that the estimated total savings, on the base case scenario which is the first one on the list, is about \$3.2 million in total savings, averaging about \$154,000 a year, with net present value savings just shy of \$2.3 million or 7.33%. He stated that generally, the rule of thumb is net present value savings in excess of 3% is often considered worthwhile to move forward on so, they are far in excess of the standard 3%. Mr. Dieker noted that one of the things that has been mentioned in the staff report, as they drafted it, was that there is the opportunity with Western Alliance to lock the rate. They could lock the rate today. They are not planning to close this financing until December 2nd. They have to do it within 90 days of the call date of March 1. They do have some time assuming the Board and the Council will approve it tonight. He noted that there is some exposure between now and the time the interest rate will be locked the first week of December. He advised that Western Alliance says that they will hold the rate for them for 14 days with no cost so that is what they are calling the base case scenario which is the top one on the list. He added that they do offer a 30-day rate lock and the cost of that is about

\$37,000 or about 12 basis points paid up front. He advised that reduces their savings to \$3.18 million; reduces the annual savings by about \$3,000 a year. What he wanted to point out here is that the savings are still in excess of 7% but, he did calculate the breakeven rate for the cost of that rate lock. He noted that even though they are paying \$37,000, if the interest rate moves from the current 3.69% as estimated, and goes up to say 3.71%, they would actually be better off having paid for the rate lock. Mr. Dieker added that the same thing holds true for the 45-day rate lock and they are actually within the 60-day period now so probably, the most likely candidate, should the Board and the Council give them direction to lock the rate, would probably be the 45-day rate lock.

Mr. Dieker advised that he can't tell them where interest rates are going to go. He wished he could. He would be a very wealthy man but, at the end of the day, there is a lot of volatility right now with huge moves in the stock market, recession, everything else going on it is sort of the bird in hand theory; they've got a great refunding opportunity here to save over \$150,000 a year. He noted that it kind of makes sense to lock it in and they can work on the documents between now and the December closing date. He advised that one of the documents before them is an interest rate lock agreement that was in their Council package.

Mr. Dieker stated that he did do a quick analysis also of how it is broken out between the wastewater and water funds. He advised that the wastewater fund, because it is the larger of the two transactions, saves just over \$3 million. If they do the 45-day rate lock, it is just under \$3 million or about \$140,000 a year. He restated, NPV (net present value) savings in excess of 7%. If they do the water refunding it is a much smaller transaction so the savings are much less in real dollars however, it is still over \$212,000 or just over \$10,000 a year; again, over 7% net present value savings.

Mr. Dieker referred to the tentative schedule, as he mentioned, obviously, they are at the Council/Authority meeting tonight. They would try to execute the rate lock, at their direction, as soon as possible if that is the Board and the Council's direction. They would have document execution in the month of November. They would close the transaction on December 2nd and the prior bonds would be called and retired officially on March 1, 2016.

Mr. Dieker referred to the financing team members. They have bond counsel Orrick Herrington & Sutcliffe. They have done a number of transactions over the years with the City. They are a well-respected firm. They have co-placement agents Stifel, Nicolaus & Co. and First Southwest. He advised, as Mr. Przybyla mentioned, they did look at this initially as a public offering to the market place, which is a much longer, more costly, expensive process to hit the market, and a lot more exposure to interest rate woes so, they were originally hired as the underwriters and the reason that they came back with the consent item was to change their role from underwriter to placement agent for the securities. Also, there is himself, Del Rio Advisors and Urban Futures, Co-Municipal Advisors, Western Alliance Bank under their TPV Investments who is the lender. He noted that the escrow agent is still to be determined.

Mr. Dieker advised that he just wanted to give them an idea of what interest has looked like over the last 10 years. He referred to the display and pointed out the section which really represents the great recession in 08/09 into 2010 and then the long downward trend in interest rates. He noted that the new lows were actually reached in December of 2012, January of 2015 and August of this year so, they are just off the all-time low interest rate for what is called the bond buyer revenue bond index. He explained that it is a basket of revenue bonds tracked by their daily magazine called the Bond Buyer. He noted that it kind of gives them an idea that they are at the very low interest rate curve. They may not have hit the exact bottom but they are pretty close to it which is why he thinks, it makes sense to lock the rate today.

Mr. Dieker added some final thoughts. He restated that again, they are near all-time low interest rates. They are very exposed right now to any of a number of economic issues such as European and Chinese recessions, municipal yields that generally follow the treasury, lower in the past two weeks with the stock market going down substantially. He added that people have bought into the treasury market which has driven yields down. They are taking advantage of that with the current interest rate. He added that there is less market risk with the private placement because again, they have the ability to lock in this rate and it

has a much lower cost of issuance than going through the full public offering process so, they don't have to pay for rating fees. They don't have to pay for costs to insure the transaction. He noted that there is no official statement which is the marketing document of the public offered scenario even though it may provide lower interest rates, it is more than offset by the fact that they have to pay a lot higher costs to get that transaction to the market place. He restated that there are significant economic savings for both the wastewater and the water system and they believe, that time is of the essence here to take advantage of this opportunity. Mr. Dieker advised that with that, they are here to answer any questions that the Council/Authority may have.

Mayor/Chairperson Poythress asked if there are any questions for Mr. Dieker and thanked him for a great presentation. He noted this is a great opportunity. No questions were asked.

City Administrator David Tooley thanked Mr. Dieker and his team for this great work. Mr. Tooley advised that Mr. Dieker began his relationship with the City when they were looking at a refinancing on the Golf Course. He noted that the numbers didn't make sense and Mr. Dieker had the integrity to come in and say, there is not a deal to be made here. He knew from day one that Mr. Dieker was a straight shooter and he has been an outstanding representative for the City. Mr. Tooley directed his comment to Mr. Dieker and stated that he just wanted to recognize his work on the City's behalf.

Mayor/Chairperson Poythress also thanked Mr. Dieker and added that it is always nice to know that there are guys out there like him looking at the best interest of their clients. Mayor Poythress added that this shows that integrity brings business and opportunity.

Mayor/Chairperson Poythress stated they probably want to have discussion and direction regarding the rate lock. He asked if that is not part of the action. He knows Mr. Dieker said something about direction.

Mr. Dieker responded that in their package tonight there is an interest rate lock agreement that was part of the package. What they are doing tonight, upon their approval, would be to authorize staff to move forward on that rate lock.

Mayor/Chairperson Poythress noted then that is actually part of the action.

Mr. Przybyla stated that doesn't give direction to staff as to when to lock in but, to answer the Mayor's question, they are planning on locking in right away.

Council/Authority Member Medellin noted that the sooner the better it sounds like. They are almost at an all-time low; it makes sense.

Mayor Poythress called for action on Item C-2A.

ON MOTION BY COUNCIL MEMBER HOLLEY, AND SECONDED BY COUNCIL MEMBER ROBINSON, ITEM C-2A, RES. NO. 15-209, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

**RES. NO. 15-209 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA
AUTHORIZING EXECUTION OF A SECOND SUPPLEMENTAL INSTALLMENT
SALE AGREEMENT FOR THE WASTEWATER SYSTEM, A THIRD
SUPPLEMENTAL INSTALLMENT SALE AGREEMENT FOR THE WATER
SYSTEM WITH THE MADERA PUBLIC FINANCING AUTHORITY, IN
CONNECTION WITH THE REFUNDING OF THE AUTHORITY'S
OUTSTANDING WATER AND WASTEWATER REVENUE BONDS, SERIES
2006**

Chairperson Poythress called for action on item C-2B.

ON MOTION BY AUTHORITY MEMBER BOMPREGZI, AND SECONDED BY AUTHORITY MEMBER OLIVER, ITEM C-2B, MPFA 15-03, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

MPFA 15-03

RESOLUTION OF THE BOARD OF THE MADERA PUBLIC FINANCING AUTHORITY AUTHORIZING THE ISSUANCE OF MADERA PUBLIC FINANCING AUTHORITY WASTEWATER REVENUE REFUNDING BONDS, SERIES 2015 AND THE EXECUTION AND DELIVERY OF A TRUST AGREEMENT AND A SECOND SUPPLEMENTAL INSTALLMENT SALE AGREEMENT RELATED THERETO AND WATER REVENUE REFUNDING BONDS, SERIES 2015 AND THE EXECUTION AND DELIVERY OF A TRUST AGREEMENT AND A THIRD SUPPLEMENTAL INSTALLMENT SALE AGREEMENT RELATED THERETO, AND DELEGATING TO THE CHAIRPERSON OF THE AUTHORITY THE POWER TO AUTHORIZE THE SALE OF SAID BONDS AND TAKE CERTAIN RELATED ACTIONS IN CONNECTION THEREWITH

D. WRITTEN COMMUNICATIONS

D-1 Consideration of a Written Request by the Madera High School Seeking Council Approval to Waive Permit Fees and Cover the Cost of Police and Public Works Efforts in Association with Their Homecoming Parade

Chief of Police Steve Frazier reported that about a month back, they came with Madera South High School's request to have a waiver of permit fees and asking the City to cover the costs of Public Works and Police. He advised that this particular report is Madera High School asking for the same thing. He noted again, as the report indicates, typically, Council views this as a community activity and their action will decide whether it is or it is not fee free.

Mayor Poythress commented that if there are no questions, he will accept a motion for action.

ON MOTION BY COUNCIL MEMBER BOMPREGZI, AND SECONDED BY COUNCIL MEMBER RIGBY, THE WRITTEN REQUEST BY THE MADERA HIGH SCHOOL SEEKING COUNCIL APPROVAL TO WAIVE PERMIT FEES AND COVER THE COST OF POLICE AND PUBLIC WORKS EFFORTS IN ASSOCIATION WITH THEIR HOMECOMING PARADE, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

D-2 Written Communication from Tom DaSilva Regarding Mid Valley Disposal Exclusive Franchise for Construction and Demolition Debris

Tom DaSilva thanked the Council for the opportunity to address them. He commented that a couple of weeks ago he got a letter from the Public Works Director that stated that Mid Valley Disposal had been granted an exclusive franchise to haul construction and demolition debris within the City limits. His understanding from the letter was that they were the only ones that could haul construction and demolition debris within the City limits. He advised that he emailed the Council his concern. He hopes they read it. He asked if there is any leeway in that. Mr. DaSilva advised that they have two trucks that are dedicated to hauling construction and demolition debris and they also have a demolition contractor's license. What he wants to know is if a citizen in the City limits calls Lee's Concrete and asks them to haul construction or demolition debris and dump, are they allowed to do that.

Mayor Poythress thanked Mr. DaSilva for that question. He asked Dave Randall, Public Works Operations Director, to answer that question and provide some background and detail.

Dave Randall, Public Works Operations Director, replied that the construction and demolition (C&D) provision does call for construction debris over eight yards to be hauled as that type of debris. He added

that even under eight yards, it is still debris that has to go through their franchise hauler however, the State has an exemption called Self Haulers. He noted that if they meet that criteria they can do that and Lee's Concrete very well often, could make that. He advised that if they are licensed as a demolition contractor demolishing a house or an old shed, or whatever, and they are hauling it with their own equipment and their own employees, they are considered a Self Hauler and they are exempt. But, if they are hauling somebody else's material where somebody else has taken down or done construction, then they are not exempt; they are simply hauling and that is where the franchise agreement comes into place. He added that even those people who are exempt, they still need to report their figures on diversion to the City so that they can meet the State goals and to understand how much is going to the landfill and how much is being recycled.

Mayor Poythress stated, in the case of Lee's Concrete, it would be a situation where it would be a job that they are general on.

Mr. Randall agreed and noted that they would have to have generated the debris. He added that another example where this can happen is if you are roofer and you are going to reroof somebody's home. He advised that the statute says eight cubic yards or 1,000 square feet of material. He explained that if you rip off your roof and you are going to haul it away with your equipment, your employees, you are exempt. He noted that they still need to file the paperwork but, they would be exempt from. He added that if somebody else wants to come and haul that or if they need to rent equipment to haul it then, they are not exempt. He stated that if you are self-contained, you are on your own, it is your business, you are doing what your specialty is, you are exempt. He restated that is a State statute.

Council Member Medellin commented that then, they wouldn't be considered a subcontractor if a roofer was going to do the work and there was some cement work to be hauled away, and since I am in the roofing business, but I want to call Lee's Concrete as a subcontractor...

Mr. Randall replied that then you are in something else. He explained that the roofing material is his, he is generating the debris, he can haul it. If he is going to add things to it...

Council Member Medellin stated and vice-versa.

Mr. Randall agreed and added that they remember, say that it was some debris left on the site, because you know, we all have some of that stuff laying around the house, and they want to get rid of it at the same time, that is just debris but they do have a hauler. They have the same hauler that would be happy to do that so that hauler can take the debris. He added that besides the normal pickup, they have bin services and other services. He stated that it can be done but, it can't be done under the auspices as a Self Hauler if they didn't generate that. He noted that sometimes it is a bit of distinction. For example, if he has Lee's Concrete come down and tear down the house, that most certainly is a separate thing. Now, if somebody comes in and builds, that is separate; maybe it is just a room, right. If that person doesn't generate eight cubic yards, they may not be subject to doing the permit but, they still have to have their material removed and that has to be by the City's franchise hauler.

Mr. DaSilva stated this brings up some more questions. He noted that there are a number of cases that come up where an individual that generates the debris does not have the equipment to haul the debris and what the City is saying is that Lee's Concrete is now excluded from the opportunity to make money hauling that debris through the City's franchise agreement. He commented that it sounds to him like it is a taking of one of his... He advised that they get something straight. They don't do a lot of this but, he doesn't expect that Mid Valley does that much of it either. He doesn't see their bins out anywhere. When he talked to Mr. Tooley he said that the City Council is going to want to know the numbers. Mr. DaSilva noted that it is a very small fraction of their business so mostly it is a principle issue that the City Council can make a franchise agreement and exclude another business from part of their work. He doesn't understand how that is possible. Like he said to Mr. Tooley, there is no way he can go to the City and say, I will sell you concrete for \$30 a yard as long as they write a City code that says, everybody in the City of Madera has to buy concrete from Lee's Concrete; that is not going to work. Mr. DaSilva stated that what he thought the

code meant, it actually means. It means that Mid Valley has now a monopoly over individual citizens' debris hauling. He gave the example if he is this guy that tears down his shed in his backyard, he can't call Lee's Concrete to haul it. He has to call Mid Valley. That is what he understands. He commented that the City Council did this at a September meeting.

Mayor Poythress stated that is correct.

Mr. DaSilva asked what the considerations were. Was it that the dump was getting paint cans and stuff like that from outside haulers?

Mayor Poythress advised that he thinks Mr. Randall is the appropriate one to answer this because they are talking about some diversion and so forth.

Mr. Randall replied that there are two purposes in the C&D franchise agreement. First, the most principle thing is to try to get better records of the activity. They have a very poor track record of people recording. Over the last three years they had a total of five reports. They know there has been a little more than that going on in the last five years. He added that by having a single party hopefully, it will be a little more consistent and they will have better diversion records. They will be able to continue to maintain their State goals, etc. He noted that part of it is that it is just more efficient. The other part is that there was a financial benefit to doing that way. He doesn't remember exactly but, the consideration is a percentage of their C&D and bin service. He advised that it was in the neighborhood of, guesstimating, around \$70,000. He noted that it goes to help the overall solid waste fund. It doesn't go anyplace else. It doesn't go to libraries or the County or anyplace else. He repeated that it stays in the solid waste fund so it does help the community and ratepayers at large to maintain the rates lower.

Mayor Poythress commented that in the back he sees Mr. Kalpakoff from Mid Valley and asked if there is anything he would like to weigh in on at this time in regards to the agreement. He advised he should feel free to do so.

Joseph Kalpakoff with Mid Valley Disposal stated that exclusive franchise agreements are already here in Madera County. He noted that Madera County has an exclusive franchise agreement on roll off construction in the entire County. He added that the City of Chowchilla has an exclusive roll off franchise C&D model so the entire County, it is a pretty common practice. He noted that 26 out of 27 of his municipalities all have a provision for exclusive roll off C&D and solid waste. He stated there are a lot of reasons for it and there absolutely is a benefit for self-hauls. He noted that if the general contractor owns the equipment, they can self-haul the material out of that jobsite. He advised that the biggest issue they have seen, and it happens with construction is that construction goes up and down. He noted that in the last couple of years there have been a lot of projects throughout the valley. As they are seeing a little tick up in the C&D market, they will call it, if there is not a way to track that material, there is a State law that says you have to divert 50% from every job site and you have to report on that 50%. He gave them a general idea of how much a C&D project can generate versus what they are doing every single day in the City of Madera. He noted that they have their tonnage, their Green Living worksheet. He suggested they just look at the commercial, the businesses in town. They recycle 100 tons a month. On the residential side it is roughly 230/240 tons per month. He noted that is 12,000 homes. They can have one C&D project in a 30-day period generate 500 tons. He noted that goes right to the dump, right? So everything that they work hard on for months, in the 12,000 residential customers that they are encouraging to use the three carts, has just been bypassed by one construction project. He restated, everything went to the dump. He advised that under the exclusive franchise, the C&D, everything goes back to their C&D facility in the City of Kerman. They are guaranteeing the City 50% diversion on that tonnage. He noted that they no longer have to worry about it, where did that material go? They tore down a house or they developed a new 20 home subdivision. He asked, what happened to that material? Did 300 tons go to the landfill and everything that they worked hard on, Ivette and Annette (Mid Valley staff), educating the public, the outreach? All those dollars they spent just went out the window because a construction project went to the dump instead of to a C&D processing facility. He noted that is the key that is going to help the City get to the 75% level.

They've got 2020, 75% for the City. He added that these are tough goals. It is a lot for them. He noted that there are a lot more programs coming down the pipe. He advised that this is just one of them. It keeps track. He noted that Mid Valley is responsible now to report and recycle. They provide the City with a report every month on the diversion that happened. He advised that if they can do some business, they would love to do it. He added that for concrete recycling, directing his comment to Mr. DaSilva, he would love to sit down with him and see if there is something they can... Mr. DaSilva can continue to self-haul on his projects that he is the general contractor on. He advised that they need to make sure that there are weight tickets and the 50%. He noted that is the main goal.

Mayor Poythress thanked Mr. Kalpakoff.

Mr. DaSilva stated he understands all that but, what he is saying is that they've taken the option from a citizen of Madera away from calling them to haul. For example, they haul for Producer's Livestock, noting he doesn't think they are in the City, but they had a big trash pile and they loaded it up and hauled it straight to the dump just like Mr. Kalpakoff said so it didn't go to a diversion facility. He added that apparently, if they were in the City of Madera, that is not allowed anymore. They would not be able to do that. His question is, he has a truck that he has licensed for however many years, two trucks actually, that are just dedicated to hauling construction debris and he guesses he just turns it over, huh? Just give up.

Mayor Poythress commented unless there are other uses for them.

Mr. DaSilva replied that they are dedicated for those.

Mayor Poythress advised that if Mr. DaSilva has any other questions, they would be happy to answer but he can't tell him what to do with the trucks.

Mr. DaSilva asked if there is a law in the State that allows the City to offer an exclusive franchise to a business like that and only in the construction and demolition.

City Attorney Brent Richardson replied that as to solid waste, the Government Code specifically provides for cities to be able to do that, offer exclusive franchises with or without bidding. He restated that there is a State law that says they can do that.

Mr. DaSilva advised that is all he has.

Mr. Poythress thanked Mr. DaSilva.

E. ADMINISTRATIVE REPORTS

E-1 Informational Report on Participation in a Multi-Jurisdictional Local Hazard Mitigation Plan Update with Madera County

Director of Human Resources Wendy Silva stated that in 2000, the Stafford Act was amended by Congress to emphasize the need for State, Tribal, and local governments to work together on hazard mitigation and disaster planning regarding natural disasters; things that they could hopefully potentially prevent. Ms. Silva advised that the plans may be prepared by individual entities or can be prepared by groups of entities as multi-jurisdictional plans. She added that their current plan was adopted in 2011. It was a multi-jurisdictional plan with Madera County, the Madera County Office of Education, and the North Fork Rancheria of Mono Indians. She noted that it is a very lovely document just shy of 350 pages. She added that if they would like to refresh their memory, if they don't recall adopting that in 2011, she would be more than happy to provide them a copy. She noted that there are some nice charts and graphs in it.

Ms. Silva advised that the plan is required to be updated every five years so their next update is due in 2016. She added that the Sheriff's Department with Madera County has applied for grant funds under

FEMA (Federal Emergency Management Agency) to complete the update using a consultant. She noted that they are estimating that it is going to cost approximately \$150,000. She stated that the grant will fund 75% with the 25% local match. At this time the County, obviously since they applied, has committed to participating. She added that the City of Chowchilla would like to participate this time and with the City of Madera, that would make three entities in the multi-jurisdictional plan. She advised that dividing that 25% they would each be in the pot for \$12,500 which, for the type of document and the time going in, is a pretty reasonable price to get the update done. She added that participation will also require staff time. At this point, they have identified that there will be some monthly meetings ongoing and then there will be some specific meetings with the consultant to go through all of the analysis. She noted that it will mostly impact the Human Resources Department, Engineering, Public Works and then Police and Fire. They will be the major players in the update. She added that they do have funds in the adopted budget that they can use to pay their \$12,500 match so they are there on that aspect and they don't need to do any amendments to the budget or look for funds everywhere else. At this point, staff is planning on moving forward with working with the County, the City of Chowchilla, to do the multi-jurisdictional plan update. She offered to answer any questions.

Mayor Poythress commented that it is a vital thing and they have to have it. They never know when that is going to occur. Since there were no other questions, Mayor Poythress thanked Ms. Silva for the report.

E-2 Weekly Water Conservation Reports

Public Works Operations Director Dave Randall stated that once again, if they have seen the staff report, the trend has continued. However, it appears that they have sort of bottomed out. He advised that two weeks ago, their weekly conservation was down to unfortunately, 20% with 28% being their goal and that is the lowest they have ever been. He added that the following week it went up to 25%, and this previous week, which they didn't get to publish, they are just slightly at one-tenth of a percent off so still at 25%. He noted that is sort of what they expected given the seasonality and other things. He added that they may have read the recent article in the Bee about the same trend. It did sort of point out that the City didn't make its goals for the month however, on a cumulative basis, they are still making those goals. They are at 29% out of 28%. He commented that they have realized that they have to re-double some of their efforts. He noted that obviously, the way they make this is primarily through education, enforcement, and compliance with some of the regulatory requirements they have. They don't anticipate finding themselves in problem areas as long as they continue to get the word out to people, provide the incentives they have through rebates and continue to work on those, and do those things that are reasonable and hopefully they will be able to. He noted that the only other option they have would be additional regulation if they chose to go to one day or no watering days. At this point, they haven't brought that back to Council. They feel they want to sort of watch the trend and see what goes on, and continue particularly with the incentives and the education to try to meet the goals. Mr. Randall offered to answer any questions.

Mayor Poythress asked if there are any questions for Mr. Randall.

Council Member Medellin stated that this last Sunday's Fresno Bee article regarding the City of Clovis, they are nowhere near their conservation effort which, puts their council in a little bit of a bind so he appreciates the efforts of this Council and, their outreach and education efforts to be where they are. That makes their options a whole lot easier. He thanked Mr. Randall for his diligence and staff. He thinks getting the word out there has been very, very well. Council Member Medellin asked if there is any report on people taking advantage of other cost saving measures with low flow.

Mr. Randall replied no. They are still seeing a lot of interest in the turf replacement particularly with the State's subsidy makes it a little more attractive. He advised that they had anticipated a lot more participation after the fair. He noted that a lot of people said they were interested but they probably were also interested in the spa they saw and a few other things there. He added that they are still seeing activity. What is interesting is that they don't see repeat offenders in their enforcement. Their numbers are coming down slightly. They are still out there doing things but they are seeing less people making repeated mistakes

noting that nobody wants to pay \$250 in a fine. They have learned their lesson, and for the most part, collaborate and try to find ways to make sure that their water stays off. He noted that Parks has been doing a wonderful job of responding. He added that every time there is an issue, and they have a huge amount of area that they have to take care of, but there has been a real good system of the public calling the City and letting them know. They have been able to take care of it immediately so they are seeing less and less problems with the City's own systems being the culprit.

Council Member Holley advised that someone brought this question to him and asked if they have a disaster as far as a flood, are they prepared for it.

Mr. Randall responded that it depends on what it floods. They have a storm drainage system that handles a certain level. He explained that as they get into more severe storms, the damage is going to increase. They can handle a 100 year frequency storm and not have damage. They are very well prepared to man what they have in terms of their basin being in good shape, and kept up in good working order. They are as prepared as they can be with what they have. They have capacity to hand out materials for 2,000 sandbags at any one time but at some point their capacity to stem the flow is not going to be there. They didn't buy that much insurance so there could be flooding and that could cause damage.

Council Member Holley asked if they are sending out notices to residents advising where they can receive sandbags.

Mr. Randall agreed that is a very good point. They have put it out before. He noted there is one that goes out to the County since there are sandbags available in the County as well but, they will probably put it out in the next City utility newsletter and post it in a few places.

Mayor Poythress thanked Mr. Randall for the report.

F. COUNCIL REPORTS

F-1 Discussion on the City's Role and Involvement in Potential Sites for the High Speed Rail Heavy Maintenance Facility and Direction to Staff

Mayor Pro Tem Oliver stated he wanted to bring this item forward and really just begin a discussion and dialogue with his colleagues and staff, and also offer the opportunity to share some input and ideas as well. What he wants to talk about is whether folks are for or against the high speed rail project. He thinks there are many different opinions and differences that are shared and many that are understandable but ultimately, he thinks the reality is that the project is moving forward. It is moving forward in their backyard. He noted that in fact, true construction has initiated and begun here in their backyard off of Highway 145. He thinks it might be time for them to discuss what their role, what their involvement could be in positioning their area for a heavy maintenance facility. He would like to take note and share that yesterday the Madera County Board of Supervisors took an unprecedented stance, and in his opinion, showed some bold leadership in putting a foot forward to be viable and competitive for a maintenance facility. He noted that the County board voted 4-1 to support a site in Madera County. He thinks that the timing is good here in that they should also be discussing how they as a City, whether it be in terms of ideas or resource or infrastructure, or just providing a unified team effort with their friends across the street or in Chowchilla, and how they can lend some value to that conversation. He commented that at the end of the day, if this project moves forward, it is starting here in Madera County. He added that of all the communities being impacted in the first construction packages, Madera County is the only county that will not receive a station or facility yet, they are also one of the counties that, as Supervisor Rodriguez pointed out yesterday, bears some of the greatest land impacts and right-of-way in the initial operating segment. He wanted to bring this item forward just to have an open discussion, to share his sentiments and views. He thinks they should be a part of that discussion. They should have a seat at the table. They should make some efforts to reach across the street and reach out to the folks in Chowchilla to see that they have a viable and competitive effort for this maintenance facility. He noted that it doesn't come to whether you are for or against high

speed rail. He thinks it surrounds one number and that is 1,500. He explained that is 1,500 jobs that is estimated it could create. To him, that is 1,500 reasons that they should look at how they could lend some efforts in that regard. Mayor Pro Tem Oliver opened up discussion to his colleagues or anyone else.

Mayor Poythress referred to Mayor Pro Tem Oliver's mention of Chowchilla and asked if they have developed some kind of direction in terms of support for the facility or is he just talking more like outreach to them to kind of join efforts.

Mayor Pro Tem Oliver replied that he doesn't know that they are even there yet. He thinks they should have that discussion. They should keep tabs as to what the County is doing, what Chowchilla is doing, what other community stakeholders are doing whether it is the Economic Development Commission (EDC) or whoever else because other cities and counties are, including Kings County who is at the heart of legal battle against high speed rail. He thinks they should begin that discussion, take inventory of where they are in that fight, and see how they could best leverage all of their resources.

Council Member Medellin stated he thinks it is a great point and he wants to echo Mayor Pro Tem Oliver's sentiment exactly. He noted that yesterday, at the Board of Supervisors, noting that Supervisor Farinelli is in the audience, their theme was 1,500 jobs as Mayor Pro Tem Oliver said. He added that it wasn't about whether you support the high speed rail or not but, everybody seemed to support Madera County in the site and supporting 1,500 jobs. He noted that it was also brought up, as Mayor Pro Tem Oliver mentioned, working together. He agreed this has to be a collaboration. He has had a couple of conversations with the City of Chowchilla. He thinks they are doing some outreach efforts and some town hall meetings and, he thinks Bobby Kahn and the Economic Development, and quite possibly even the Farm Bureau. He stated his agreement with Mayor Pro Tem Oliver. He thinks they should do everything they can to at least look into this effort and work with the Board of Supervisors and whoever else that wants to sit at the table to help the entire County grow.

Mayor Poythress asked if there are any other comments from Council Members on this particular item.

Council Member Rigby agreed. He thinks that at least being a part of the conversation. He thinks it would be crucial with 1,500 jobs on the line, to not even have a voice in the conversation and to let that train go away, so to speak, but he can't for any reason see why the City wouldn't want to have a play at 1,500 jobs especially with the type of outreach they have been doing to make sure that they are working closer with not just agencies that are across the street but, also their school district and other local agencies that are trying to see Madera grow into what the City knows they are capable of becoming. He thinks, with Freedom Park opening not long ago, that is just another area where they are making a step forward to see that industry jobs are brought here, that they stay here, and that great growth happens in the City.

Mayor Pro Tem Oliver noted that Ed McIntyre is in the audience as well and he has been a very loud voice for a heavy maintenance facility in the Madera area. He thinks it is time that they unify many efforts and take all split ends and make it collective and one voice. He doesn't care where the site goes whether it is in south or north Madera County. He thinks that all of their residents will feel that effect if awarded to their community.

Council Member Robinson stated they are number one in manufacturing and that is a plus right there, and they have the land. He advised that he went with Mr. McIntyre to see the property last year so it is a plus.

Mayor Poythress commented that he thinks they've got consensus in terms of starting that discussion. He acknowledged that Mayor Pro Tem Oliver has done a great job as far as introducing the topic and asked if he would like to lead the charge with staff in terms of working on some kind of collaborative effort to come up with a position.

Mayor Pro Tem Oliver replied absolutely and that he would be honored to. He added that he thinks it would be advantageous to echo the statement of their folks across the street and maybe look at bringing back a

parallel resolution that says they too support a maintenance facility in Madera County and the 1,500 jobs it provides. He noted he might provide that direction to staff as well to maybe look at that.

City Administrator David Tooley replied that he understands the consensus direction. He noted that with the Mayor Pro Tem's assistance, they will prepare a resolution for Council action.

F-2 Mayor's Appointment of an Alternate Board Member to the Madera County Transportation Commission

Mayor Poythress noted this item is to replace Derek Robinson. He advised that he has made a decision but he didn't make it until about 5:00 o'clock today. He explained that he was carpooling up to the Fall Policy Conference of the Regional Policy Council which was held in the mountains. He parked his car at Hwy 41 and Hwy 145 Park and Ride. He was like, who am I going to appoint, so he got in his car at 5:00 o'clock and he looked over and he saw this billboard, Sally Bompreszi; there she was. He noted that it was inspiration and revelation right there. He asked Council Member Bompreszi to accept the appointment.

Council Member Bompreszi agreed.

Mayor Poythress added that they need to thank the Air Board for that billboard or else he would still be struggling.

Council Member Holley advised that Chief Nancy Koerperich is in the audience and he would like her to get her own plaque. *[Referring to Presentation for Proclamation Recognizing Fire Prevention Week scheduled earlier in the meeting.]*

Mayor Poythress stated they would do that. He advised that he doesn't think, since he has been on Council in 11 years, this has ever happened where they made the presentation of a proclamation for Fire Prevention Week and they actually re-presented it when the recipient showed up but, it shows what respect and admiration they have for her. Mayor Poythress presented the proclamation for Fire Prevention Week 2015. He stated the City's appreciation of the great partnership they have with Fire and great spirit. He thanked Chief Koerperich.

Fire Chief Nancy Koerperich apologized for being late. She advised that they were doing the interviews for the Division Chief for Madera County. She headed home and then she went, oh my gosh, when her phone went off. She commented that the reason they wanted to bring this before the City Council as they have done with the counties and all of the cities and counties within their Madera, Mariposa, Merced family. She noted that it is distressing to know the number of folks out there that are still disabling their smoke detectors. She advised that this year's message for Fire Prevention Week is "Here the Beep Where You Sleep." She added that it is very important for people to understand that smoke detectors are there to save their lives. She knows people get tired of hearing that beep. She advised that there is that one commercial where that guy is chasing around in his house trying to hear that beep and the battery is running out. She understands that. She will say that there have been times in the middle of the night she has gone to search for the beep as well. She advised that this is an important message that they want all the citizens to understand and they would be disturbed to know that in their very own area there were four people that lost their lives last year due to not having a working battery in their smoke detector. She commented that if this is one thing that people can do for themselves, she would encourage them to do it and that is why they wanted to make sure that this message was out. She stated her appreciation to the Council for allowing that to be one of the messages they send for this board meeting.

Mayor Poythress thanked Chief Koerperich.

Other Council Reports

Council Member Robinson reported that last Wednesday he attended the 2015 Annual Conference and Expo for the League of California Cities. He advised that he voted for three resolutions. One was a resolution relating to League bylaws and amendments regarding succession of League officer to fill a vacancy in case one of the politicians didn't get elected. Another one was a League resolution calling for legislation to preserve therapeutic environments for group homes and avoid impacts of overconcentration of alcohol and drug abuse recovery and treatment facilities in residential neighborhoods. He advised that the last resolution was the League of California Cities supporting SB 593 by McGuire to continue local flexibilities for cities as they address neighborhood and fiscal impacts of temporary rental of residential units, residential houses, condominiums, rooms, and apartments for tourist or transient use which can present numerous challenges to the neighborhoods and adjacent property; owners that create additional noise, traffic, parking, privacy and public safety issues. He explained that it was subverting local rent control laws and decrease of valuable housing stock, and in some cases, turned residential neighborhoods into defacto hotel roles. He stated that they gave the cities more leverage in deciding what they wanted to do.

Mayor Poythress thanked Council Member Robinson for representing the City as a delegate, making those votes, and reporting back.

Council Member Rigby reported that he had a great time at the Old Timer's Day Parade. He got to not only ride in a police car legally but, he got a chance to actually get out. He, along with Mayor Pro Tem Oliver and Council Member Bompreszi, walked the route for the most part shaking hands and passing out candy. He added that it was hot. Sooner than later, he and Mayor Pro Tem Oliver actually found themselves running the route to catch up noting that the Chief was in a hurry. They represented the Council well. He noted that there was a great turnout. He thanked the Kiwanis for all they do along with the Chamber of Commerce and all those that partner with Downtown to see that that event happens annually.

Council Member Holley reported that he enjoyed the Old Timer's Day Parade as well. He was able to take his grandson on the fire truck and his grandson was so excited about that. That made his whole day to have him with him and have him share this out of all his sisters. His sisters saw him in the pictures that the City Clerk sent out and they were jealous because he didn't get to take the whole group but, he enjoyed that.

Council Member Holley reported that he, along with Chief Frazier and the Sheriff, went out to Sierra Vista for the Safe Walk to School Program. He noted there were at least 200-300 kids up at 6:00 a.m. this morning from McNally Park to Sierra Vista School. He stated that was a good event.

Council Member Holley stated his main challenge here today is to all their Council Members and to their City. As they know, he is a part of the Big Brothers Big Sisters Program and they do need big brothers and big sisters. They ask themselves all the time, what else can I do? He noted that kids are important to them and that is what we say. They can adopt a kid for 40 minutes a day on their lunch hour and become a part of the Big Brothers Big Sisters Program to where that kid will know that they really care about his future. He added that he is also a part of the mentor program for the schools to where he has five students at Millview, five at Sierra Vista, and five at Parkwood. They sit down and find out what these kids needs are. He added that everybody has kids at home but, when you reach out to another child and talk with them and share what you do, like they do on Civic Day, that is important but, to have lunch with a kid once a week, means a whole lot to these kids. He restated that the Big Brothers and Big Sisters are really trying to find more mentors to fill some of those roles.

Council Member Rigby asked if that is 40 minutes a week; not 40 minutes a day.

Council Member Holley replied yes. It is one day a week and that is 40 minutes for lunch.

Mayor Poythress thanked Council Member Holley for that outreach and that report.

Council Member Medellin stated that he along with Mayor Poythress serve on the Transportation Commission and it seems like every month they meet and Yosemite Avenue comes up that it is in a state of disrepair. He advised that they had the opportunity to meet with Caltrans and a few folks, and he shared with his colleagues a couple of days ago that he thinks they are on the bottom of the list and where they are right now is in the next two years. He thinks they are possibly going to do a one inch overlay. But, he is asking to see if there is more they can do in the future. Instead of putting a band-aid on Yosemite every ten years or so, if they can possibly do a study on enhancing Yosemite and not just putting a band-aid on it. He advised that he would keep them in the loop as to where they are with that.

Council Member Medellin reported that today at the Economic Development meeting in Chowchilla, Ed Gonzalez, the Superintendent of Madera Unified gave a really good report. He noted that it was great to collaborate with their education system and how that relates to their economic development. He advised that the theme over the last couple of days has been working together and collaborating. He thinks that is very important.

Council Member Medellin reported that he had a chance to sit down with the Parks and Community Services Director Mary Anne Seay. He noted that she did a wonderful outreach effort yesterday at the John Wells Center for a proposed Centennial Park. He asked her to speak just a little bit noting that she did some wonderful outreach to the folks in the neighborhood for the proposed playground that is universal for all kids whether they are special needs kids or not. They had a chance to sit down on the design work and what they thought was priority and things like that.

Mary Anne Seay, Director of Parks and Community Services, thanked Council Member Medellin for bringing that up. They had a nice meeting last night. They invited parents through their Facebook program and they invited some of the neighbors by just going out and passing out flyers and encouraging them to come. She noted that this is going to be an amenity right across the street from them so they wanted them to have a say as well. She advised that what they did is that they had blown up size renditions of what features could look like and then there were 19 different amenities. She gave a little speech about it and then the designer came in talked about each amenity, and every participant whether they were youth, noting that their Youth Commission was also there, whether a child or a parent or a neighbor, each got nine colored dots, three of each color. She advised that green means we really, really, really want this amenity; yellow means we want this amenity; and red means we really don't care about this amenity. She noted that everybody was encouraged to take their time after they heard the presentation and kind of go through the 19 different amenities and carefully place their dots. She added that staff, along with the designer, were able to get a lot of good feedback from not only parents of special needs kids but special needs kids themselves and residents from the surrounding neighborhood; and, just kids from the Youth Commission. They really felt like it was a good time for folks to come together and provide input for a future project.

Council commended staff.

Council Member Medellin stated he put all nine of his dots on restrooms noting that is how important restrooms are out there. They really, really have to have it.

Council Member Medellin commented that Freedom Industrial Park was mentioned. He thinks most of them were there. He noted that it was a wonderful feather in their cap. It is a great way that they collaborated together with Span Construction, the City of Madera, and Economic Development to bring in Deerpoint Group that he thinks is going to bring in between 80 and 100 jobs when they do the ribbon cutting and there is more to come. He stated that it is great for the City of Madera.

Mayor Pro Tem Oliver reported that he had an opportunity last week to help kick off the Second Annual Manufacturing Day which is helped put on by Madera Compact. It was held at the Madera Center and there were over 120 students from area high schools interested in careers in advanced manufacturing. He noted that there was a lot of excitement. He added that it was really neat to see a lot of these kids that are going to be putting a first step forward as far as a future potential career and hopefully those are possibilities

made available because of Freedom Industrial Park and other manufacturing opportunities in their back yard. He stated it was a great day.

Mayor Pro Tem Oliver reported that this last week he held a couple of mobile office hours; one this afternoon at City Hall and on Sunday at the Bridge Store. He noted that the Bridge Store event was a great success. Noting that he is echoing Council Member Holley, he made it known that although it was just him there, all of Council were there and he would certainly relay all views and concerns to his colleagues in those respects to districts. He advised that he had over 30 conversations with folks and these are folks going through during their weekly shopping, errands and after church. He thinks he has an action item list of about 20 things to follow up on and do. He stated that it was very rewarding; people were very, very engaged. He thinks it was a good opportunity to highlight a locally owned business like the Bridge Store and the Nishimoto family. He restated that it was a great success and he enjoyed it a great deal.

Mayor Poythress commented that is taking the Council to the streets.

Mayor Pro Tem Oliver agreed.

Mayor Poythress reported that he was able to join Council Member Robinson and the City Administrator David Tooley at the League of Cities meeting last week. There were a couple of really good sessions he attended. One of those was the main speaker who talked about Millennials, Baby Boomers, Gen Xers, Gen Edgers and so forth, and how people relayed and how people can better understand each other within an organization. He advised that there were examples given where there might be a manager who is a Baby Boomer but they are dealing with Millennials and Gen Xers, and maybe it is somebody at a certain age. You might say jump and I'll say how high. The Millennial will say, why should I jump? He noted there are all these differences that they need to understand about each other.

Mayor Poythress reported that he also attended the Fall Policy Conference for the Regional Policy Council today at the Tenaya. He recalled, and if the keynote speaker at noon didn't talk about Boomers, Millennials, Gen Xers, and Gen Edgers, so he really received a dose of that. He noted that it was really, really good information. He thinks it is important to understand those generational differences. He added that it really helps them to work better within the organization if they know those things.

G. CLOSED SESSION

G-1 Closed Session Announcement – City Attorney

City Attorney Brent Richardson announced that the Council will adjourn to closed session for one item pursuant to Government Code Section 54956.9 (d)(1) to discuss conference with legal counsel, existing litigation, as described under item G-2.

The Council adjourned to closed session at 7:34 p.m.

G-2 Conference with Legal Counsel – Existing Litigation. Subdivision (d)(1) of Government Code §54956.9

One case: City of Madera v. Roy Roberts et al.
Madera Superior Court Case No. MCV062827

G-3 Closed Session Report – City Attorney

The Council returned from closed session at 8:10 p.m. with all members present.


City Attorney Brent Richardson announced that the Council met in closed session pursuant to Government Code Section 54956.9 (d)(1) to discuss conference with legal counsel, existing litigation, as described under item G-2, and reported that no reportable action was taken.

ADJOURNMENT

The meeting was adjourned by Mayor/Chairperson Poythress at 8:11 p.m.

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.


SONIA ALVAREZ, City Clerk/Secretary


ROBERT L. POYTHRESS, Mayor/Chairperson



City of Madera

Council Meeting Of	September 6th, 2017
Agenda Item No.	B-2

Memorandum To: The Honorable Mayor,
City Council and City Administrator

From: Office of the Director of Finance

Subject: Listing of Warrants Issued

Date: 09/06/2017

Attached, for your information, is the register of the warrants for the City of Madera covering obligations paid during the period of:

August 8th, 2017 to August 28th, 2017

Each demand has been audited and I hereby certify to their accuracy and that there were sufficient funds for their payment.

General Warrant:	14340-14578	\$ 1,358,786.58
Wire Transfer	Union Bank Payroll and Taxes	\$ 1,359,686.76
Wire Transfer	SDI	\$ 4,196.74
Wire Transfer	Cal Pers	\$ 126,936.38

Respectfully submitted,



Tim Przybyla
Financial Services Director

CITY OF MADERA
REGISTER OF AUDITED DEMANDS FOR BANK #1-UNION BANK GENERAL ACCOUNT
August 28th, 2017

CHECK	PAY DATE	ISSUED TO	DESCRIPTION	AMOUNT
14340	08/10/2017	ACRO SERVICE CORPORATION	TEMPORARY DRAFTSMAN: SHAWN GAR	5,681.28
14341	08/10/2017	ADAMSON POLICE PRODUCTS	40 MM tactical 4 shot laucher	4,111.34
14342	08/10/2017	ADMINISTRATIVE SOLUTIONS INC.	FUNDS ON DEPOSIT FOR MEDICAL CLAIMS 08/17	44,708.50
14343	08/10/2017	AKEL ENGINEERING GROUP, INC.	PROFESSIONAL ENGINEERING SERVICE	19,340.60
14344	08/10/2017	ALL VALLEY ADMINISTRATORS	MEDICAL & CHILD CARE EXP ACCT 08/11/2017 PAYROLL	965.02
14345	08/10/2017	AMERICAN BUSINESS MACHINES	PRINTER - FLEET, STREETS, SEWER	1,434.31
14346	08/10/2017	AT&T	07/17 CALNET 3 SVS 9391031574	1,139.29
14347	08/10/2017	AT&T	07/17 CALNET 3 SVS 93910205147	4,765.74
14348	08/10/2017	BUSHONG, JASON	MILEAGE REIMBURSEMENT TO WWTP 7/24/17	14.79
14349	08/10/2017	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE	1,553.60
14350	08/10/2017	CALIFORNIA DEPARTMENT OF JUSTICE	FINGERPRINT APPS	160.00
14351	08/10/2017	CALIFORNIA FORENSIC INSTITUTE	PRE-EMPLOYMENT PSYCH EXAM	1,200.00
14352	08/10/2017	CALIFORNIA RURAL WATER ASSOCIATION	SANITARY SURVEY WORKSHOP	125.00
14353	08/10/2017	CEDAR VETERINARY HOSPITAL, INC	VETERINARY SERVICES	262.39
14354	08/10/2017	CITY OF CHOWCHILLA	AB 109 REALIGNMENT	30,000.00
14355	08/10/2017	CITY OF MADERA	TOILET REBATE 2783 GAMAY - APPLY TO ACCT #9892400	75.00
14356	08/10/2017	COLONIAL LIFE & ACCIDENT INSURANCE CO	E700482-3 FOR 08/11/2017 PAYROLL	1,080.04
14357	08/10/2017	COMCAST	07/22- 08/21 SVS 8155500320322006	86.13
14358	08/10/2017	CONCENTRA MEDICAL CENTERS	PRE EMPLOYMENT PHYSICAL	930.50
14359	08/10/2017	CORELOGIC INFORMATION SOLUTIONS INC	REALQUEST 07/17	237.51
14360	08/10/2017	CPS HR CONSULTING	BILINGUAL EXAM 6/15/2017	1,644.50
14361	08/10/2017	CROWN SERVICES CO.	Relay for Life Portable Restroom	3,215.50
14362	08/10/2017	CUMMINS-ALLISON CORP	COIN COUNTER	3,462.82
14363	08/10/2017	DEVASTATING PYROTECHNICS, LLC	2017 Fireworks Show Final Payment	12,500.00
14364	08/10/2017	DIAMOND COMMUNICATIONS	PAN AM FIRE ALARM	431.00
14365	08/10/2017	ENTENMANN-ROVIN CO	BADGES	846.64
14366	08/10/2017	ESPINOZA SEWER SERVICE	PORTABLE TOILET SVS	100.00
14367	08/10/2017	FOSS, DAN	PER DIEM SLI - SESSION 4	224.00
14368	08/10/2017	FRESNO CITY COLLEGE	BASIC POLICE ACADEMY 8 TRAINEE	18,548.50
14369	08/10/2017	FRESNO COUNTY ECONOMIC OPPTY. COMMISSION	ADC MEALS JULY 2017	883.44
14370	08/10/2017	FRESNO MADERA AREA AGENCY ON AGING	UNSERVED MEALS 06/17	79.20
14371	08/10/2017	GEO PLASTICS	OIL FILTER RECYCLING CONTAINERS	2,394.84
14372	08/10/2017	GOLDEN STATE OVERNIGHT	OVERNIGHT SHIPPING	196.88
14373	08/10/2017	HAYNES, EUGENE G.	PER DIEM RMA CLASS - MILEAGE REIMBURSEMENT	87.30
14374	08/10/2017	KRAZAN & ASSOCIATES INC	R-VALUE SAMPLING & TESTING	2,499.00
14375	08/10/2017	LEE'S CONCRETE	CONCRETE POUR - SOUTH ST	747.61
14376	08/10/2017	LIEBERT CASSIDY WHITMORE	LEGAL FEES	10,698.42
14377	08/10/2017	MADERA CLEANERS AND LAUNDRY INC.	YOUTH CENTER MAT SERVICE	32.30
14378	08/10/2017	MADERA COUNTY E D C	EDC COMMISSION	43,406.40
14379	08/10/2017	MADERA COUNTY RECORDERS OFFICE	RECORDING OF FY17/18 LMD ENGINEERS RPT	946.50
14380	08/10/2017	MADERA COUNTY TREASURER	JUNE 2017 PARKING PENALTIES	220.50
14381	08/10/2017	MADERA RADIO DISPATCH, INC.	TOWER RENT	295.47
14382	08/10/2017	MOORE TWINING ASSOCIATES, INC	Vadose Monitoring Work Plan	1,297.00
14383	08/10/2017	LAW OFFICES OF GREGORY L. MYERS	LATEEF V. CITY OF MADERA (FEDERAL) NO. 000531002	159.00
14384	08/10/2017	N.P.C.-ORCHARD TRUST COMPANY	PLAN #340227-01 FOR 08/11/17 PAYROLL	8,818.05
14385	08/10/2017	N.P.C.-ORCHARD TRUST COMPANY	PLAN #340227-02 FOR 08/11/2017 PAYROLL	3,418.30
14386	08/10/2017	ALLEY, PAMELA L	REFUND PAYMENT IN ERROR	1,379.08
14387	08/10/2017	PACIFIC GAS & ELECTRIC	07/17 SVS 1619119913-8	22,286.69
14388	08/10/2017	ANDRADE, SAMANTHA	PARK DEPOSIT REFUND	100.00
14389	08/10/2017	BRAWLEY, CARMEN	PARK DEPOSIT REFUND	100.00
14390	08/10/2017	CERVANTEZ, MARISA	PARK DEPOSIT REFUND	100.00
14391	08/10/2017	DOMINGUEZ, LIANE	PARK DEPOSIT REFUND	100.00
14392	08/10/2017	GUILLEN, LUPE	FACILITY DEPOSIT REFUND	835.00
14393	08/10/2017	HALL-ZUNINO, MARYLIN	PARK DEPOSIT REFUND	50.00
14394	08/10/2017	MACIAS, LILY	PARK DEPOSIT REFUND	100.00
14395	08/10/2017	MELGOZA, ARCELIA	PARK DEPOSIT REFUND	165.00
14396	08/10/2017	MENDOZA, LUCIO	FACILITY DEPOSIT REFUND	100.00
14397	08/10/2017	MUNOZ, ORLANDO	PARK DEPOSIT REFUND	50.00
14398	08/10/2017	ORROSCO, LUZ	CLASS CANCELLED	80.00
14399	08/10/2017	SALAS, JACOB JUDE	PARK DEPOSIT REFUND	50.00
14400	08/10/2017	SANCHEZ, ALEXANDRIA	PARK DEPOSIT REFUND	50.00
14401	08/10/2017	SMITH, TAUHEEDAH	CLASS CANCELLED	40.00
14402	08/10/2017	WALKER, CAROLYN	PARK DEPOSIT REFUND	50.00
14403	08/10/2017	ZURITA, ADRIAN	PARK DEPOSIT REFUND	50.00
14404	08/10/2017	PAY PLUS SOLUTIONS, INC.	CALPERS MONTHLY SUBSCRIPTION	272.00
14405	08/10/2017	PETERS ENGINEERING GROUP	Previous PO 8456 in Mais - Olive Ave. Widening	1,017.50

14406	08/10/2017	PHOENIX GROUP INFO SYS	CITATIONS JUNE 2017	249.60
14407	08/10/2017	PIERCE CONSTRUCTION	Remove and replace damaged asphalt	5,832.38
14408	08/10/2017	PLATT ELECTRIC SUPPLY, INC.	STREET LIGHTING	33.62
14409	08/10/2017	PRINTASAURUS	YOUTH BASKETBALL SHIRTS	1,328.19
14410	08/10/2017	ROBINSON, DEREK	PER DIEM MILEAGE REIMBURSEMENT LOCC EXEC BOARD MTG	71.58
14411	08/10/2017	SHARMA, HONEY	REIMBURSE WATER QUALITY LAB ANALYST CERTIFICATE	145.00
14412	08/10/2017	SPARKLETTS	LAB & DRINKING WATER	226.98
14413	08/10/2017	SPEAKWRITE LLC	INVESTIGATION - JOB NO 17195,17199,17187,17200	863.72
14414	08/10/2017	STATE WATER RESOURCES CONTROL BOARD	REPAIR/REHAB CITY-OWNED BRIDGES - PERMIT 401	720.00
14415	08/10/2017	STOCKBRIDGE GENERAL CONTRACTING INC.	PINE STREET-PECAN AVENUE MEDIAN	15,249.67
14416	08/10/2017	T-MOBILE USA, INC.	GPS LOCATE 07/14/17-07/20/17	918.00
14417	08/10/2017	TESEI PETROLEUM INC.	FUEL CHARGES 07/11-07/20	14,368.28
14418	08/10/2017	TESEI PETROLEUM, INC.	FUEL	831.49
14419	08/10/2017	THE ARC FRESNO	CITY CAN ORDERS JULY 2017	1,776.67
14420	08/10/2017	THYSSENKRUPP ELEVATOR CORPORATION	YOUTH CENTER ELEVATOR SERVICE	250.32
14421	08/10/2017	TYLER TECHNOLOGIES INC.	TYLER MAINTENANCE - SYSTEM MGMT SERVICES SUPPORT	64,426.50
14422	08/10/2017	VANTAGEPOINT TRANSFER AGENTS-457	PLAN #302351 CONTRIBS FOR 08/11/17 PAYROLL	25,737.60
14423	08/10/2017	WEST COAST ARBORISTS, INC.	PARK TREE MAINTENANCE	2,400.00
14424	08/10/2017	WILLDAN FINANCIAL SERVICES	CFD FEES FOR AUGUST 2017	807.99
14425	08/18/2017	ACRO SERVICE CORPORATION	TEMPORARY DRAFTSMAN: SHAWN GAR	1,136.16
14426	08/18/2017	ADMINISTRATIVE SOLUTIONS INC.	CITY PAID RETIREE PRESCRIPTION BILL 09/17 - SKEELS	159.80
14427	08/18/2017	ADMINISTRATIVE SOLUTIONS INC.	CITY PAID RETIREE MEDICAL BILL SEPTEMBER 2017	3,120.83
14428	08/18/2017	AMERICAN BUSINESS MACHINES	COPIER LEASE AGREEMENT AUGUST 2017	887.97
14429	08/18/2017	AT&T	06/17 CALNET 3 SVS 9391026401	19.82
14430	08/18/2017	AVALOS, MICHELLE	PER DIEM CRRA 41ST ANNUAL CONFERENCE AND TRADESHOW	553.76
14431	08/18/2017	BSK ASSOCIATES	WWTP PERMIT COMPLIANCE LAB 07/21/17	1,531.50
14432	08/18/2017	CALIFORNIA DEPARTMENT OF JUSTICE	FINGERPRINT APPS	988.00
14433	08/18/2017	CITY OF VISALIA	CITY MANAGERS ASSOCIATION QUARTERLY MEETING	40.00
14434	08/18/2017	COMMUNITY ACTION PRTRNSHP OF MADERA CO	REIMB FOR 16/17 4TH QTR EXPENSES-CONTINUUM OF CARE	180.74
14435	08/18/2017	CORELOGIC INFORMATION SOLUTIONS INC	METRO SCAN 07/17	150.00
14436	08/18/2017	CROXEN, MARIANNE	PER DIEM ADVANCED TACTICAL DISPATCHER COURSE	537.51
14437	08/18/2017	FIRE SAFETY SOLUTIONS, LLC	FIRE PROTECTION ENG SVS 08/01/17-08/15/17	8,381.25
14438	08/18/2017	FRESNO BEE, THE	WWTP RECRUITMENT ADS	802.60
14439	08/18/2017	LANGUAGE LINE SERVICES, INC.	TRANSLATION SERVICES	116.43
14440	08/18/2017	LINCOLN AQUATICS INC.	CHLORINE FOR POOL	921.71
14441	08/18/2017	MADERA CHAMBER OF COMMERCE	LIFETIME ACHIEVEMENT AWARD DINNER - ROBINSON	50.00
14442	08/18/2017	MADERA COALITION FOR COMM JUSTICE	REIMB FOR 4TH QTR CDBG FUNDED PROGRAM	2,114.78
14443	08/18/2017	MADERA COUNTY E D C	REIMBURSEMENT FOR 4TH QTR SALARIES AND EXPENSES	1,730.14
14444	08/18/2017	MADERA COUNTY WORKFORCE INVESTMENT CORPORATION	REIMBURSE 16/17 EXPENSES CDBG CAREER DEVELOPMENT	9,099.09
14445	08/18/2017	MADERA HONDA SUZUKI	MOUNT AND BALANCE FRONT TIRE	174.74
14446	08/18/2017	MADERA RADIO DISPATCH, INC.	TOWER RENT	295.47
14447	08/18/2017	MADERA REDEVELOPMENT AGENCY	REIMBURSE SA FOR DEPOSITS PUT INTO CITY ACCT	25,743.68
14448	08/18/2017	MADERA TRIBUNE	PART TIME ACCOUNTING TECH ADVERTISEMENT #00007038	141.20
14449	08/18/2017	DYKSTRA, ALBERTHA	TURF REPLACEMENT REBATE	535.00
14450	08/18/2017	LUNA, ALBERT	CLOTHES WASHER REBATE	75.00
14451	08/18/2017	MCGUIRE, MARGARET	CLOTHES WASHER REBATE	75.00
14452	08/18/2017	NAHHAS, LU ANN	DRIP IRRIGATION REBATE	11.66
14453	08/18/2017	WILSON, RICHARD	CLOTHES WASHER REBATE	75.00
14454	08/18/2017	PACIFIC GAS & ELECTRIC	05/17 SVS 9920095153-3 NEM CHARGES	20,639.86
14455	08/18/2017	PEQUENOS EMPRESARIOS	REIMBURSEMENT FOR 16/17 3RD QTR EXPENSES	5,785.80
14456	08/18/2017	PETER S. COOPER, MAI	PREPARE AND DELIVER APPRAISALS	3,000.00
14457	08/18/2017	PRAXAIR DISTRIBUTION, INC.	CYLINDER DEMURRAGE RENTAL	494.10
14458	08/18/2017	SONOMA COUNTY JUNIOR COLLEGE DISTRICT	COURSE/ENROLLMENT FEE - ARNOLD GONZALEZ	86.00
14459	08/18/2017	SILVA'S AUTO BODY	Repair and parts for unit #600	6,944.04
14460	08/18/2017	SPEEDO CHECK	SPEEDOMETER CALIBRATION	342.00
14461	08/18/2017	TAMARACK PEST CONTROL	AUGUST 2017 PEST CONTROL SVS	510.00
14462	08/18/2017	TESEI PETROLEUM INC.	FUEL CHARGES 07/21-07/31	13,878.26
14463	08/18/2017	ABDALLA ARMANDO OR CITY OF MADERA	Utility Billing Credit Refund	151.28
14464	08/18/2017	ALEXANDER JAMES	Utility Billing Deposit Refund	18.67
14465	08/18/2017	ALVAREZ JOSE AND SILVA MARTHA	Utility Billing Credit Refund	187.13
14466	08/18/2017	AUJLA GOBINDER AND HARINDER OR CITY OF MADERA	Utility Billing Credit Refund	251.37
14467	08/18/2017	AWAWDEH ABDEL OR CITY OF MADERA	Utility Billing Credit Refund	370.31
14468	08/18/2017	BARAJAS NICOLAS OR CITY OF MADERA	Utility Billing Credit Refund	188.52
14469	08/18/2017	CANTU CELESTINA MONTALVO	Utility Billing Credit Refund	57.02
14470	08/18/2017	CASTELLON RODRIGO AND OLGA LIDIA	Utility Billing Credit Refund	23.74
14471	08/18/2017	CHOHAN DALIIT	Utility Billing Credit Refund	98.20
14472	08/18/2017	CITY OF MADERA OR MCEWEN ADAM AND KATRIN	Utility Billing Credit Refund	233.28
14473	08/18/2017	CITY OF MADERA OR PRUITT ALYSSA	Utility Billing Credit Refund	63.18
14474	08/18/2017	CITY OF MADERA OR REYES PATRICIA	Utility Billing Credit Refund	200.82
14475	08/18/2017	CONTRERAS CECELIA	Utility Billing Credit Refund	13.86
14476	08/18/2017	COSTA ADELAIDE	Utility Billing Deposit Refund	78.92

14477	08/18/2017	DOWNS MARY AND ROBERT	Utility Billing Credit Refund	276.25
14478	08/18/2017	FARIAS ADELINA	Utility Billing Credit Refund	48.00
14479	08/18/2017	FLORES FELIPE	Utility Billing Credit Refund	96.86
14480	08/18/2017	FLORES FELIPE	Utility Billing Credit Refund	224.44
14481	08/18/2017	FLORES RAUL	Utility Billing Credit Refund	162.31
14482	08/18/2017	FRYER CHARLES E SR OR CITY OF MADERA	Utility Billing Credit Refund	131.87
14483	08/18/2017	GARZA JOE L	Utility Billing Credit Refund	70.21
14484	08/18/2017	GRIJALVA FRANCISCA MARQUEZ DE	Utility Billing Credit Refund	146.75
14485	08/18/2017	HACHTMANN BILL	Utility Billing Credit Refund	229.24
14486	08/18/2017	HAYES RODNEY	Utility Billing Credit Refund	218.57
14487	08/18/2017	HENDRIX JOHNNIE AND MYERS APRIL	Utility Billing Credit Refund	231.53
14488	08/18/2017	INIGUEZ LOURDES BEATRIZ OR CITY OF MADER	Utility Billing Credit Refund	151.08
14489	08/18/2017	JOHANSEN STEVE	Utility Billing Credit Refund	124.36
14490	08/18/2017	JORGE RAZO	Utility Billing Deposit Refund	30.40
14491	08/18/2017	LEGACY TERRA LLC	Utility Billing Credit Refund	83.98
14492	08/18/2017	LEGACY TERRA LLC	Utility Billing Credit Refund	150.00
14493	08/18/2017	LOPEZ ALFONSO	Utility Billing Credit Refund	26.00
14494	08/18/2017	LOPEZ JOSHUA	Utility Billing Credit Refund	211.59
14495	08/18/2017	LOPEZ-RIVERA FRANCISCO JAVIER	Utility Billing Credit Refund	63.19
14496	08/18/2017	OSEGUERA RICARDO	Utility Billing Credit Refund	86.79
14497	08/18/2017	PRADO DARLENE	Utility Billing Credit Refund	108.91
14498	08/18/2017	SALINAS MOSES	Utility Billing Credit Refund	126.45
14499	08/18/2017	SANTA CRUZ OCHOA LUZ	Utility Billing Credit Refund	119.21
14500	08/18/2017	SMITH WILLIAM AND SHELLY	Utility Billing Deposit Refund	16.98
14501	08/18/2017	TWFIQ MOHAMED	Utility Billing Credit Refund	41.56
14502	08/18/2017	WAY TOM AND DENESSE	Utility Billing Deposit Refund	41.80
14503	08/18/2017	WILLIAMS TERE	Utility Billing Credit Refund	94.93
14504	08/18/2017	UNITED MUNICIPAL SECURITY	CD CHARGES	1,245.68
14505	08/18/2017	UNITED MUNICIPAL SECURITY	CD CHARGES	1,245.68
14506	08/25/2017	ALL VALLEY ADMINISTRATORS	ADMIN FEES FOR AUGUST 2017	156.00
14507	08/25/2017	ALL VALLEY ADMINISTRATORS	MEDICAL & CHILD CARE EXP ACCT 08/25/2017 PAYROLL	950.86
14508	08/25/2017	AMERICAN BUSINESS MACHINES	COPIER LEASE AGREEMENT AUGUST 2017	3,373.99
14509	08/25/2017	AMERICAN MOBILE SHREDDING	SHREDDING SERVICES	280.00
14510	08/25/2017	THIRKETTLE CORPORATION	SENSUS SOCKET	118.05
14511	08/25/2017	ARAMARK UNIFORM SERVICES	07/17 UNIFORM SERVICES	6,344.18
14512	08/25/2017	AT&T	07/17 CALNET 3 SVS 9391031566	1,834.36
14513	08/25/2017	AT&T	07/17 CALNET 3 SVS 9391031560	875.91
14514	08/25/2017	BANK OF THE WEST	Equipment and services lease -	8,713.46
14515	08/25/2017	MATTHEW W DAVIS	4TH OF JULY INFLATABLES	1,100.00
14516	08/25/2017	BSK ASSOCIATES	WWTP PERMIT COMPLIANCE LAB 07/28/17	446.00
14517	08/25/2017	CALIFORNIA PARK & RECREATION SOCIETY, INC	CPRS ANNUAL RENEWAL FEES	480.00
14518	08/25/2017	CHIARAMONTE, GIACHINO	PER DIEM CHIEFS EXECUTIVE WORKSHOP	192.00
14519	08/25/2017	CITY OF MADERA	08/17 UTILITIES ACCT# 003040421-6	53.47
14520	08/25/2017	CITY OF MADERA	08/17 UTILITIES ACCT# 003040431-8	57.91
14521	08/25/2017	CITY OF MADERA	08/17 UTILITIES ACCT# 003040441-0	298.29
14522	08/25/2017	CITY OF MADERA	08/17 UTILITIES 703 SHERWOOD WAY	230.27
14523	08/25/2017	COLONIAL LIFE & ACCIDENT INSURANCE CO	E700482-3 FOR 08/25/2017 PAYROLL	1,080.04
14524	08/25/2017	CONCENTRA MEDICAL CENTERS	PRE EMPLOYMENT PHYSICAL	585.00
14525	08/25/2017	CS & FD MEDICAL WASTE DISPOSAL	MEDICAL WASTE REMOVAL PICK UP: 7/26/17	139.00
14526	08/25/2017	ESTEVEZ, BRIAN	PER DIEM FBINAA ANNUAL CONFERENCE	208.00
14527	08/25/2017	EUROFINS EATON ANALYTICAL, INC.	WATER SAMPLES	627.00
14528	08/25/2017	FOSS, DAN	PER DIEM FBINAA ANNUAL CONFERENCE	208.00
14529	08/25/2017	FOSS, DAN	PER DIEM CHIEFS EXECUTIVE WORKSHOP	192.00
14530	08/25/2017	FRAZIER, STEVE	PER DIEM FBINAA ANNUAL CONFERENCE	208.00
14531	08/25/2017	FRAZIER, STEVE	PER DIEM CHIEFS EXECUTIVE WORKSHOP	192.00
14532	08/25/2017	FRESNO COUNTY ECONOMIC OPPTY. COMMISSION	JULY 2017 SENIOR SITE SUPPLIES	186.84
14533	08/25/2017	GOLDEN STATE FLOW MEASUREMENT INC.	COMMAND LINK REPAIR	279.95
14534	08/25/2017	HERC RENTALS	Misc. equipment rental	1,586.95
14535	08/25/2017	JORGENSEN COMPANY	FIRE EXT SERVICE	436.26
14536	08/25/2017	KER'S GAS & LUBE, INC.	PD CAR WASHES	185.49
14537	08/25/2017	LAWSON, DINO	PER DIEM FBINAA ANNUAL CONFERENCE	208.00
14538	08/25/2017	LAWSON, DINO	PER DIEM CHIEFS EXECUTIVE WORKSHOP	192.00
14539	08/25/2017	LEGACY K9 INC.	K-9 BI-MONTHLY MAINTENANCE TRAINING - JULY	1,733.32
14540	08/25/2017	LOCAL AGENCY FORMATION COMMISSION	LAFO FILING FEE - AMEND THE SPHERE OF INFLUENCE	2,410.00
14541	08/25/2017	M A C E A	AUGUST 2017 MONTHLY DUES	302.00
14542	08/25/2017	M P O A	AUGUST 2017 MONTHLY DUES	6,989.64
14543	08/25/2017	M.C.E.A.	AUGUST 2017 MONTHLY DUES	410.00
14544	08/25/2017	MADERA DOWNTOWN ASSOC.	2017 OLD TIMERS PARADE ENTRY FEE	75.00
14545	08/25/2017	MADERA TRIBUNE	4898 ORDINANCE NO. 944 C.S.	753.12
14546	08/25/2017	MADERA TROPHY	WHITE DRAWSTRING BAGS	676.56
14547	08/25/2017	MADERA UNIFORM & ACCESSORIES	UNIFORMS FOR POLICE DEPARTMENT	1,981.80

14548	08/25/2017	MED-TECH RESOURCES, INC.	MTR DISPOSABLE EMERGENCY BLANKET TISSUE	228.24
14549	08/25/2017	MOLINA, HUMBERTO	AMERICAN PUBLIC WORKS ASSOCIATION WORKSHOP	20.00
14550	08/25/2017	N.P.C.-ORCHARD TRUST COMPANY	PLAN #340227-01 FOR 08/25/17 PAYROLL	8,841.52
14551	08/25/2017	N.P.C.-ORCHARD TRUST COMPANY	PLAN #340227-02 FOR 08/25/2017 PAYROLL	2,731.08
14552	08/25/2017	OPERATING ENGINEERS, LOCAL #3	AUGUST 2017 MONTHLY DUES	564.00
14553	08/25/2017	PACIFIC GAS & ELECTRIC	07/17 SVS 3533032414-2 WATER WELL #20	180,841.55
14554	08/25/2017	RODRIGUEZ, DAISY	PARK DEPOSIT REFUND/CANCELLED PARTY	165.00
14555	08/25/2017	PECK'S PRINTERY	BUILDING PERMIT PAPER	1,729.27
14556	08/25/2017	PETER S. COOPER, MAI	APPRAISAL SVS PARCEL 16 FREEDOM INDUSTRIAL PARK	800.00
14557	08/25/2017	PETTY CASH - POLICE DEPT.	PETTY CASH REIMBURSEMENT	1,516.99
14558	08/25/2017	POLYDYNE INC.	SLUDGE DEWATERING POLYMER	4,132.99
14559	08/25/2017	PROVOST & PRITCHARD CONSULTING GROUP	PROFESSIONAL ENGINEERING DESIGN	435.00
14560	08/25/2017	REGENCE BLUECROSS BLUESHIELD OF UTAH	CITY PD RETIREE MED BILL CHUMLEY SEPTEMBER 2017	186.00
14561	08/25/2017	STANTEC CONSULTING SERVICES INC.	CONSULTING SERVICES	23,356.13
14562	08/25/2017	STATE WATER RESOURCES CONTROL BOARD	WWTP ANNUAL LABORATORY ACCREDITATION	2,741.00
14563	08/25/2017	STERLING HOME SHOWCASE	14-CalHome-9834	53,975.00
14564	08/25/2017	SYNAGRO WEST, INC.	MISCELLANEOUS SERVICES, NO. 1	5,809.46
14565	08/25/2017	TAG/AMS, INC.	DOT TESTING	284.00
14566	08/25/2017	TESEI PETROLEUM INC.	FUEL CHARGES 08/01-08/10	15,346.71
14567	08/25/2017	TESEI PETROLEUM, INC.	FUEL	2,098.37
14568	08/25/2017	THE ARC FRESNO	CITY CAN ORDERS MAY 2017	1,993.04
14569	08/25/2017	TRANSUNION RISK & ALTERNATIVE DATA SOL.	DATABASE ACCESS JULY 2017	119.00
14570	08/25/2017	ALCARAZ, DANIEL C	Utility Billing Refund	14.63
14571	08/25/2017	LARA ALAN OR CITY OF MADERA	Utility Billing Deposit Refund	240.00
14572	08/25/2017	UNITED HEALTHCARE INSURANCE COMPANY	CITY PAID UNITED HEALTH CARE SEPTEMBER 2017	290,025.31
14573	08/25/2017	US BANK CORPORATE PAYMENT SYSTEMS	06/17 CAL-CARD CHARGES	149,486.95
14574	08/25/2017	VANTAGEPOINT TRANSFER AGENTS-457	PLAN #302351 CONTRIBS FOR 08/25/17 PAYROLL	25,662.60
14575	08/25/2017	VERIZON WIRELESS	COUNCIL IPAD SVC JUL 11 - AUG 10	7,980.93
14576	08/25/2017	WATERTALENT, LLC	Temporary Staff for WWTP Operator	9,880.00
14577	08/25/2017	YAMABE & HORN ENGINEERING	CARMEL V SUBDIVISION MAP & PLAN CHECK	2,875.00
14578	08/25/2017	ZEE MEDICAL SERVICE CO.	MEDICAL SUPPLIES	49.20
Bank # 1 - Union Bank General Account Total				1,358,786.58

REPORT TO CITY COUNCIL

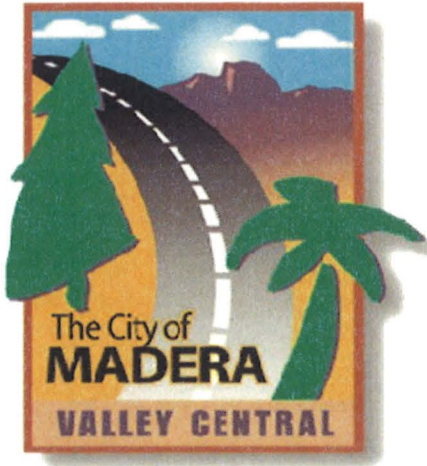
MEETING DATE: September 6, 2017

AGENDA ITEM NUMBER: B-3

Approved By:


PUBLIC WORKS DIRECTOR

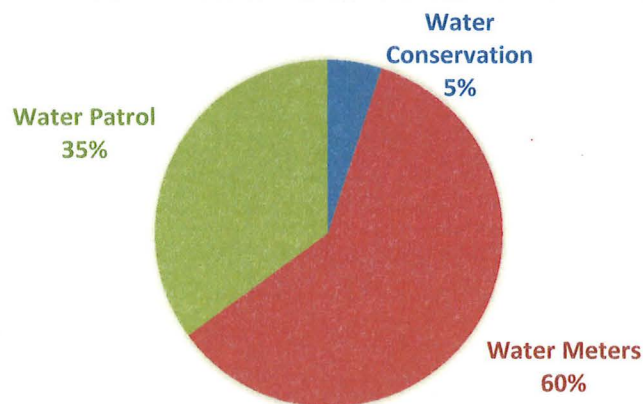

CITY ADMINISTRATOR



SUBJECT: Bi-Weekly Water Conservation Report for August 7th through August 27th.

RECOMMENDATION: Staff recommends that the Council review the attached bi-weekly report of water conservation activities and progress in reducing residential water consumption.

BACKGROUND: The Water Conservation Unit is split between three different areas of focus: Water Conservation, Water Patrol and Water Meters. This varies throughout the year depending on weather and seasonal tasks. Below is the approximate distribution of efforts in the Unit during the bi-weekly reporting period.

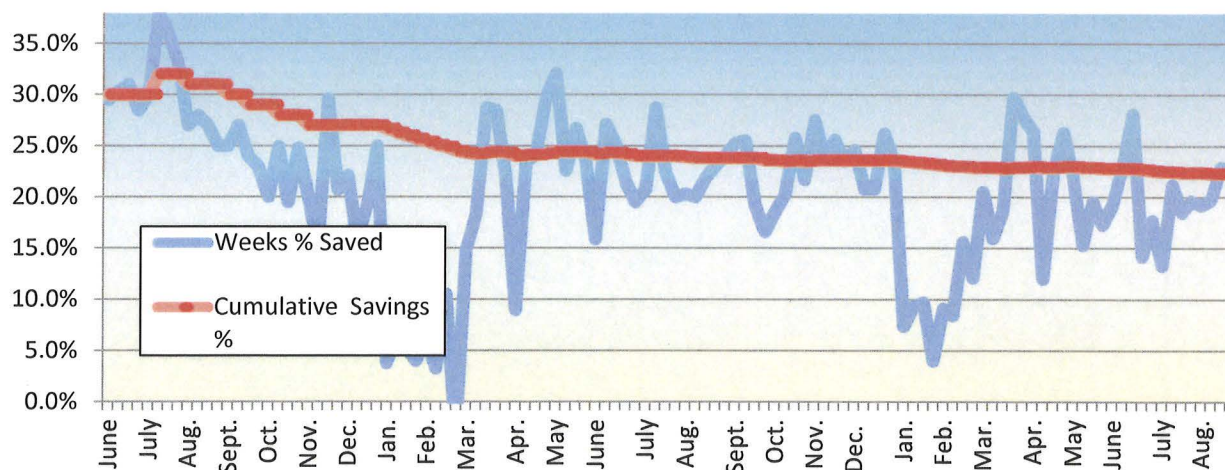


WATER CONSERVATION: As illustrated below, the City's water conservation rate increased from 19% in the last bi-weekly report to 23% this reporting period. The monthly conservation rate for August is down from 24% in 2016 to 21% in 2017. Below is the most current water conservation data.

Bi-Weekly
Aug. 14 th -27 th
23%

Monthly
August 1 st - 27 st
21%

Cumulative
June 1 st , 2015 Aug. 27 th , 2017
22%



CONSERVATION OUTREACH: As part of our local outreach and education, the Water Conservation Unit will be participating with an information booth at the Madera District Fair September 7 through 10th.

WATER PATROL: The water patrol staff made a total of 110 individual public contacts. Below is the most current enforcement data.

ENFORCEMENT			
Individual Contacts	110	1 st offenses (\$75)	52
Verbal Warnings	1	2 nd offenses (\$250)	4
Correction Notices	32	3 rd or more offense (\$500)	0

PUMPING CAPACITY IMPROVEMENTS: Repairs on Well 20 continue and it is anticipated to be back in service in approximately four weeks. The Union Pacific Railroad approved an encroachment permit for Well 27 to allow a boring under the siding adjacent to the well site so a nitrate discharge line can be installed. Engineering is in the process of obtaining a contractor to perform the work and install the necessary lines that will allow the well to be brought back on line. Subject to Union Pacific's cooperation on the project the improvements will be completed by May 2018.

WATER METERS: During this bi-weekly period, the water meter staff completed the process of meter reads on all manual read meters for the billing process and service interruptions and restorations due to payment delinquencies.

Water meter staff investigated numerous meters that were not reading or that were reporting zero flow which resulted in replacement of 7 meters. Meter repairs and programming of several new meters to the automatic read system were performed at another 16 locations this reporting period.

There continued to be an increase in the number of customer concerns to be addressed, partially due to the increase in water rates. The number of customer concerns totaled 25 this two week period. These investigations resulted in discovery of leaks at 16 properties and notifications of large usage due to irrigation issues at 6 properties. There has also been an increase in inquiries of the rebate opportunities this reporting period as a response to the article in the billing insert newsletter.

FINANCIAL IMPACT: The expenses for implementing and administering these water conservation activities occur within the Water Fund and do not impact the General Fund.


CONSISTENCY WITH THE VISION MADERA 2025 PLAN: The report is consistent with the Madera Vision Plan, specifically Strategy 434: Water Quality and Usage: ensure continued water supplies to meet the demands of all Maderans through innovative reclamation, conservation and education on water use.


REPORT TO CITY COUNCIL

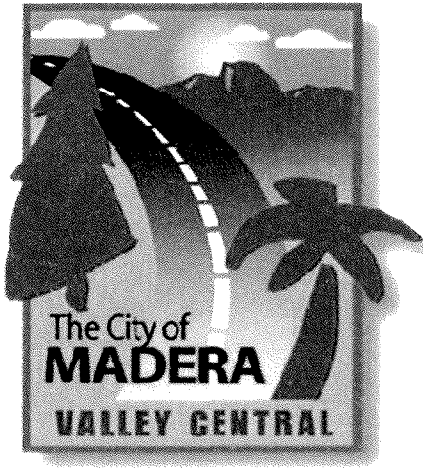
MEETING DATE: September 6, 2017

AGENDA ITEM NUMBER: B-4

Approved By:


PUBLIC WORKS DIRECTOR


CITY ADMINISTRATOR



SUBJECT: Consideration of a Resolution Enacting Drought Water Restriction Level B

RECOMMENDATION: Staff recommends that Council adopt the attached draft resolution to change the current watering restrictions to Level B, allowing three watering days per week.

SUMMARY: At a public hearing during the August 2, 2017 regular City Council Meeting, the Council adopted an amendment to an ordinance adding a water conservation level (New Level B) allowing outdoor watering three days per week. The ordinance was effective on September 2, 2017. In order to change the current drought water restriction level, Council must adopt a resolution to enact the new Level B watering restrictions. If the proposed resolution is adopted, it will be effective immediately.

DISCUSSION: The City is currently implementing the following watering restrictions:

- Level C allows watering two days per week during the hours of 12:00 a.m. to 10:00 a.m. and 7:00 p.m. to 12:00 a.m.:
Sunday and Wednesday for even numbered parcels, and
Saturday and Thursday for odd numbered parcels.

If the proposed resolution is adopted by Council, the watering restriction level would change to:

- Level B allows watering three days per week during the hours of 12:00 a.m. to 10:00 a.m. and 7:00 p.m. to 12:00 a.m.:
Sunday, Wednesday and Friday for even numbered parcels, and
Tuesday, Thursday and Saturday for odd numbered parcels.
No watering on Mondays.

FINANCIAL IMPACT: Any measurement of fiscal impact to the water fund is speculative at this time. To the extent customers simply shift watering days but do not increase consumption any fiscal impact will be minimal. To the extent consumption increases production costs and revenue will increase. At least a partial watering season will be needed to assess impacts.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN: While the proposed action is not specifically addressed as part of the Plan, they are not in conflict with the 2025 Plan.

RESOLUTION NO. _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, ENACTING LEVEL B DROUGHT WATER RESTRICTIONS

WHEREAS, the Governor of the State of California had previously declared a Drought State of Emergency and issued related Executive Orders.

WHEREAS, on April 7, 2017, the Governor issued Executive Order B-40-17, which rescinded drought related Executive Orders B-26-14, B-28-14, B-29-15, and B-36-15.

WHEREAS, Executive Order B-40-17 specified that the orders and provisions contained in Executive Order B-37-16, Making Water Conservation a California Way of Life, remain in full force.

WHEREAS, section 5-5.13 of the Madera Municipal Code provides for the City Council to determine and adopt by resolution a level of water restrictions that is needed to provide the appropriate level of water conservation measures to address the severity of the situations and achieve desired water conservation for the City, and

WHEREAS, the City Council did consider amendments to the Madera Municipal Code defining levels of water conservation and introduced them at a public hearing on July 19, 2017, and

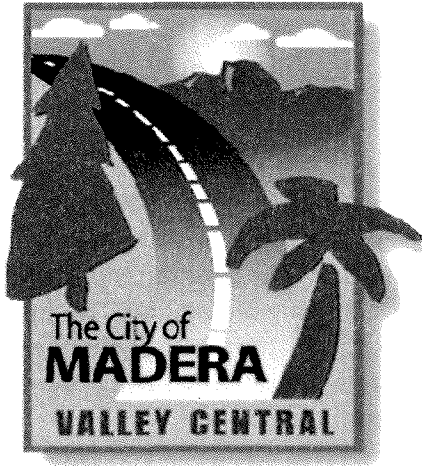
WHEREAS, the City Council did further consider and adopt said amendments on August 2, 2017, and

WHEREAS, the City Council did consider recommendations to enact Level B water restriction levels at its regular meeting on September 6, 2017, and determined Level B water restrictions to be appropriate for conservation of the City's water.

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. Pursuant to Section 5-5.13 of the City of Madera Municipal Code, Drought water Restriction Level B is hereby enacted.
3. This resolution is effective immediately.





REPORT TO CITY COUNCIL

MEETING DATE: September 6, 2017

AGENDA ITEM NUMBER: B-5

Approved By:


PUBLIC WORKS DIRECTOR


CITY ADMINISTRATOR

SUBJECT:

Consideration of a Resolution Approving an Agreement for Temporary Staffing Services, RFP No. 201718-02, with US IT Solutions, Inc., and Authorizing the Mayor to Sign the Agreement and Related Documents.

RECOMMENDATION:

It is recommended that the Council adopt the Resolution approving the agreement with US IT Solutions, Inc., an employment agency, to provide temporary employees for the City in various water quality and wastewater treatment positions.

SUMMARY:

This agreement will allow for utilization of temporary employees in key operational positions at the City's Wastewater Treatment Plant and within the Water Quality Control Division that are currently vacant or will be vacant within the next fiscal year. These positions may be filled by temporary staff during the recruitment process in order to maintain critical performance levels and comply with state regulations regarding daily operations. After circulation of a Request for Proposals (RFP), three bids were received. The bids were evaluated by a committee and scored based on their proposals, references, and cost effectiveness. US IT Solutions was ranked highest, with the lowest bid prices per position and excellent references.

DISCUSSION:

This process began in April 2017 when Council approved an agreement with waterTALENT for the provision of temporary employees for use at the City's Wastewater Treatment Plant. This agreement utilized a purchase order, which has a limit of \$50,000 that can be expended without a formal request for bid process. Because the needed temporary services were anticipated to exceed \$50,000, an RFP was prepared, advertised in July, and opened on August 11. The RFP that was published includes the option of awarding agreements for these services to more than one provider if the City desires to do so.

The Water and Sewer Divisions are responsible for providing sufficient clean, fresh water and reliable sewer services to the City residents. Attracting qualified applicants with the necessary certifications and specialized skill sets has been a challenge, particularly for Water Quality Specialists (I and II) and Wastewater Treatment Operators (I, II, III, and Lead). Recruitments in the past have taken two to three cycles in order to produce eligible candidates. During the time it takes to complete a recruitment, the City must continue to provide residents with water and sewer services. For this reason, staff felt it was necessary to have a service provider with expertise in expeditiously sourcing, screening, and providing top quality, cost effective candidates to fill temporary staffing needs. Three bids were received and reviewed by the ranking committee. Based on these criteria, the companies were ranked as follows:

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The proposed action is not specifically addressed as part of the Plan, nor is it in conflict with the Plan.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MADERA, CALIFORNIA, APPROVING AN AGREEMENT
WITH US IT SOLUTIONS, INC., FOR THE PROVISION OF
TEMPORARY EMPLOYEES AND AUTHORIZING THE
MAYOR TO EXECUTE THE AGREEMENT AND RELATED
DOCUMENTS ON BEHALF OF THE CITY**

WHEREAS, the City of Madera (City) is in need of temporary employees with unique technical abilities, specifically individuals with California Water Treatment certifications and Wastewater Treatment Plant Operator certifications; and

WHEREAS, the City Published Request for Proposals 201718-02 soliciting proposals for temporary staffing services to meet these temporary staffing needs; and

WHEREAS, US IT Solutions, Inc. (US IT Solutions), submitted a responsive bid to City of Madera Request for Proposals 201718-02 to provide temporary employees with the appropriate Water Treatment and Wastewater Treatment Plant Operator certifications; and

WHEREAS, the City and US IT Solutions have prepared an agreement with terms satisfactory to both parties.

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

1. The above recitals are true and correct.
2. The Agreement for Temporary Employee Services with US IT Solutions, a copy of which is on file in the office of the City Clerk and referred to for more particulars, is approved.

3. The Mayor or his designee is authorized to execute the Agreement and all related documents on behalf of the City of Madera, including Task Orders.
4. This resolution is effective immediately upon adoption.

* * * * *

CITY OF MADERA

TEMPORARY EMPLOYMENT SERVICES AGREEMENT

THIS AGREEMENT made and entered into the _____ day of September, 2017, by and between the CITY OF MADERA, a municipal corporation of the State of California, hereinafter called "City" AND US IT Solutions, Inc., hereinafter called "Service Provider";

RECITALS:

- A. The City desires to utilize the services of Temporary Employment Service Provider(s).
- B. The Service Provider is a firm having the necessary experience and qualifications to provide temporary employment services to the City for specialized critical positions.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, it is agreed by and between the City and the Service Provider as follows:

1. Services. The City hereby employs the Service Provider to provide temporary employment services herein set forth at the compensation and upon the terms and conditions herein expressed, and Service Provider hereby agrees to perform such services for said compensation, and upon said terms and conditions. City hereby authorizes Service Provider to commence work as specified by the written Assignment.

2. Obligations, duties and responsibilities of Service Provider. It shall be the duty, obligation and responsibility of the Service Provider, in a skilled and professional manner, to provide temporary employment services in accordance with the Scope of Work identified in the RFP attached hereto as Exhibit 1.

3. Service Provider's Fees and Compensation

- 3.1 The Service Provider agrees to provide Temporary Employment Services for the specified positions indicated in a fee schedule attached hereto and incorporated herein as Exhibit 2.
- 3.2 Each assignment shall be made on a Written Assignment Form executed by the City Administrator or designee.
- 3.3 The Service Provider will be responsible for payment of wages, applicable federal, state and local taxes, and the payment of any required insurance (FUTA, SDI, Unemployment Insurance). The Service Provider shall be solely responsible for any insurance premium payments for Workers' Compensation, disability, or other insurance which is imposed upon the Service Provider and required as a consequences of the Services Provider's employment of the

Temporary Employee under this Agreement. The Service Provider agrees to hold the City harmless from all applicable federal, state and local taxes relating to income tax withholding, unemployment taxes, FUTA, SDI, and state unemployment insurance imposed upon the Service Provider for wages paid by the Service Provider to the Temporary Employee.

- 3.4 Payment shall be made directly by the City to the Service Provider within thirty (30) days of receipt of billing.
- 3.5 The Service Provider shall invoice the City following the City approval of the Temporary Employee's approved hours and charges of work completed.
- 3.6 Billings to be made directly to the following address:

City of Madera Public Works Department
Attn: Humberto Molina
1030 S. Gateway Drive
Madera, CA 93637

4. Term of agreement. This Agreement shall be in effect for a three-year period starting September 6, 2017, with the option to extend annually thereafter by written mutual consent, not to exceed a total of five (5) years.

5. Service Provider's Agreement to Hold Harmless and Insurance Requirements.

5.1 Independent Contractor. In the furnishing of the services provided herein, the Service Provider is acting as an independent contractor and not as an employee of the City.

5.2 Indemnification and Waivers. The Service Provider shall indemnify, save, protect, and hold harmless the City of Madera, the members of the City Council of said City and all other officers, volunteers and employees of said City against and from all claims, suits, actions, demands or liability whatsoever to any person or persons by reason of personal injuries or death or damage or destruction of property caused by or arising out of the Service Provider's operations under the terms of this Agreement, or extension thereof, or by the Service Provider's failure to comply with any of the terms or provisions of said Agreement. The Service Provider shall and does hereby waive any claim against the City of Madera, its officers, volunteers and employees, for any damage to equipment or other property connected with Service Providers operations under this Agreement arising from any cause.

5.3. Insurance. During the term of this Agreement, the Service Provider shall maintain, keep in force and pay all premiums required to maintain and keep in force commercial general liability, automobile liability, workers' compensation, and employer's liability insurance. The limits and coverages provided by such policies shall be as required in Attachment C to Exhibit 1 of this Agreement.

6. Attorney's 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

attorney's 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.

7. 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.

8. Termination. This agreement may be terminated by mutual agreement or it may be terminated by the City upon giving thirty (30) days written notice of intent to terminate the agreement.

Notice of termination shall be mailed to the City:

City of Madera
Purchasing-Central Supply
1030 South Gateway Drive
Madera, CA 93637

To the Service Provider:

US IT Solutions, Inc.
5201 Great America Parkway, Suite 256 C
Santa Clara, CA 95054

In the event of such termination, the Service Provider shall be paid for work completed to date of termination, and any such work shall become the property of the City and the amount of final fee due and payable by City to Service Provider will be subject to negotiation but in no event less than the fees for service pursuant to this Agreement.

9. Assignment. Neither the City nor the Service Provider will assign its interest in this Agreement without the written consent of the other.

10. Notices. All notices and communications from the City shall be to the Service Provider's designated Manager. Verbal communications shall be confirmed in writing. All written notices shall be provided and addressed as indicated in Paragraph 8 hereof.

11. Included herein by reference is the Request for Proposal.

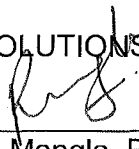
This agreement and the attachments incorporated herein by reference, represents the entire agreement and understanding between the parties. Any modifications to this Agreement shall be in writing and signed by authorized representatives of the parties. One or more waivers of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement at Madera, California, the day and year first above written.

CITY OF MADERA

BY: _____
Andrew J. Medellin, Mayor

US IT SOLUTIONS, INC.

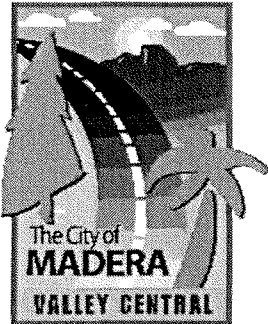
BY:  _____
Ritu Mangla, President

ATTEST:

Sonia Alvarez, City Clerk

APPROVED AS TO FORM
CITY ATTORNEY:

By: _____
Joel Brent Richardson



REQUEST FOR PROPOSAL

TEMPORARY STAFFING SERVICES

RFP #201718-02

July 13, 2017

I. INSTRUCTIONS AND CONDITIONS

- A. No bid proposal will be considered for award unless submitted in the bid format described in this Request for Proposal (RFP). The bid must be fully complete and executed. Bidders shall send four (4) copies of the completed proposals which will include; three (3) bound and one (1) unbound copies with a copy of this RFP attached to the front of each proposal, with appropriate responses included.

Format: Proposal should be 8 ½ x 11 inches, printed two-sided on recycled paper with removable bindings, bound in a single document and organized in sections.

Each bid proposal must be submitted in a sealed envelope addressed to Rosa Hernandez, Procurement Services Manager, City of Madera, Purchasing-Central Supply, 1030 South Gateway Drive, Madera, California 93637, and delivered prior to the time and date specified in this document. Each sealed envelope containing a bid proposal must have, on the outside, the name of the bidder, bidder's address and the statement "DO NOT OPEN UNTIL THE TIME OF BID OPENING" and in addition, must be plainly marked on the outside as follows:

Bid: TEMPORARY STAFFING SERVICES

RFP # 201718-02

Filing Deadline: Friday, August 11, 2017 - 3:00 PM

- B. Attention of bidders is especially directed to the specifications which, in addition to the bid proposal and these instructions, are basis for evaluation and will be part of any contract with the successful bidder. Any deviations from the specifications in this notice shall be proper reason for rejection of all or any part of the bid proposal.

- C. The City of Madera recognizes its policy of providing equal opportunity to all qualified persons and reaffirms its commitment that there shall be no discrimination against qualified applicants, or employees on the basis of race, gender, color, national origin, religion, age, disability, sexual orientation or marital status.
- D. The City reserves the right to reject or accept any or all BIDS or parts thereof, and to accept or reject the alternatives individually or jointly, for any reason.
- E. The City reserves the right to consider any minor deviations from the specifications and determine the acceptance or rejection of such deviation.
- F. The City reserves the right to modify this Request for Proposal (RFP) at any time. In the event it becomes necessary to modify or revise the RFP, a written amendment or addenda issued by City's Purchasing-Central Supply Division is the only method which should be relied on with respect to changes to the RFP. Bidder is responsible to contact City's Purchasing-Central Supply Division prior to submitting a bid to determine if any amendments were made to the RFP. Documents, amendments, addenda, etc. will be posted to the City website at www.cityofmadera.ca.gov on the Purchasing Department page, the Bid Announcement and Results tab.

Questions and suggestions concerning the RFP must be submitted in writing no later than 3:00 P.M. Monday July 31, 2017. Written questions or inquires should be e-mailed, mailed or faxed to:

Rosa Hernandez
Procurement Services Manager
City of Madera
Purchasing-Central Supply
1030 South Gateway Drive
Madera, CA 93637

rhernandez@cityofmadera.com

FAX: (559) 661-0760

No questions or inquiries should be directed to any individual(s) at the locations detailed in this document. All inquiries should be submitted in writing per the process described in this document.

- G. Proposals will be evaluated by the City. If a bid proposal is found to be incomplete or not in compliance with the format required, it will not be

submitted for evaluation. During the evaluation process, the City may find it beneficial to request additional information.

- H. Any proposal may be withdrawn at any time prior to the hour fixed for the opening, provided that a request in writing executed by the proposer, or his/her duly authorized representative, for the withdrawal of such proposal is filed with Purchasing-Central Supply. The withdrawal of a proposal shall not prejudice the right of a proposer to file a new proposal prior to the time and date set for the opening. After the expiration of the time and date for receipt of proposals, a proposal may not be withdrawn or altered.
- I. The City reserves the right to seek supplementary information from any proposer at any time after official proposal opening and before the award. Such information will be limited to clarification or amplification of information asked in the original proposal.
- J. Issuance of the RFP and receipt of proposals does not commit the City to award an agreement. The City reserves the right to postpone the RFP process for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with other than the selected company should negotiations with the selected company be terminated, or to cancel any section of this RFP. The City also reserves the right to apportion the award among more than one company.
- K. Multiple awards may be made under this RFP to ensure availability of critical staff. Successful proposals will be competitively priced and provide for adequate service to meet the City's needs.
- L. A committee will review and evaluate all qualified proposals. The committee may request an interview with the top candidates. A reference check may also be conducted.
- M. A three-year award will be made between the top rated Service Providers and the City. The City may elect to extend the contract for additional one (1) year periods on a year to year basis, for a maximum of two (2) extension years, on the same terms and conditions, upon providing written notice to Service Provider not less than thirty (30) days prior to expiration of the contract.
- N. The City may, at its sole option, terminate any contract that may be awarded as a result of this RFP at any time and for any reason. In such event, the City will give Service Provider at least thirty (30) days written notice of termination.

- O. Prior to beginning any work under this proposal, the bidder shall secure the appropriate Business License from the City of Madera. Business license information may be obtained by calling (559) 661-5454. Should the bidder already have his license, please indicate the license number and expiration date below:

City License No. _____ Expiration Date _____

Any Federal or State of California License/Certification required to provide the services will be required. A Certificate of Insurance in accordance with the Insurance Requirements for Service Providers document included in this RFP as Attachment C will also be required.

- P. Bidder's Proprietary Information: Upon award, all documents provided by the successful bidder shall become public record. All documents provided by any bidders, other than the successful bidder, shall become public record in their entirety and subject to disclosure, unless said documents are retrieved by the bidder within ten (10) business days of the award. This shall also include, but is not limited to documents for projects for which all proposals are rejected and projects for which an award is not made for any reason. In the event that one or more proposals are returned to the bidding parties, it is the intent of the City that such documents shall not become public records of the City unless required by the California Public Records Act or other provisions of law.
- Q. It is the City's policy to encourage the purchase of supplies, services and equipment from vendors located within the boundaries of the City. Local vendors are sellers, vendors, suppliers and contractors who maintain places of business located within the limits of the City and who have a current City of Madera business license. The local vendor outreach policy shall not apply to those Agreements where State or Federal law, or other laws or regulations preclude such a preference.

Contractors will, to the greatest extent feasible, attempt to incorporate local area businesses as subcontractors and suppliers. Contractors will, upon request, provide records showing the outreach efforts made to local businesses to demonstrate that they have made a reasonable effort to inform local businesses of the opportunity.

- R. The City intends that other public agencies (county, special district, public authority, public agency, school district or other political subdivision of the state of California) shall have the option to participate in any agreement created because of this Request for Proposal. The City of Madera shall incur no financial responsibility in connection with a purchase order from another

public entity. Vendor's agreement or failure to agree to the "piggyback" agreement will not be a factor in the award. This piggyback will remain available for one year from the date of the Bid award.

Check one of the following:

- i. ☐ Agree to extend all prices, terms, and conditions of my proposal to any other public agency located in the State of California with no exceptions.
- ii. ☐ Agree to extend all prices, terms, and conditions of my proposal to any other public agency located in the State of California with the following exceptions noted, as attached.
- iii. ☐ The Vendor does not agree to extend pricing, terms and conditions in our Bid to any other agency.

II. BACKGROUND

The Public Works Department's Water and Sewer Divisions are responsible for providing sufficient clean fresh water and reliable sewer services to the City's residents. The Water, Sewer, and Water Quality divisions are located at 1030 S. Gateway Drive. The Water Division provides the maintenance and operation of the City's water system, managing 19 groundwater wells, over 200 miles of water distribution pipelines and a one million gallon water storage tower. The Sewer Division provides maintenance and operation of the City's sanitary sewer collection system. Staff ensures the sewer infrastructure can effectively collect and deliver waste water to the Waste Water Treatment Plant, maintaining approximately 140 miles of sanitary sewer mains with five sewer lift pump stations and main pipelines ranging from 6 inches to 48 inches in diameter. The City's Waste Water Treatment Plant has a capacity of 10.1 million gallons per day (mgd). It is located at the southwest edge of the City, approximately six miles west of Central Madera at the intersection of Avenue 13 and Road 21 ½. The daily flow into the plant currently averages approximately 5.6 mgd. In addition to waste water generated within the City limits, the City's plant also processes small quantities of waste water from the adjacent unincorporated communities of Parksdale and Parkwood, and accepts waste from septic haulers operating in the County. The City's waste water collection system includes 175 miles of gravity trunks and force mains and four sewer lift stations.

III. OBJECTIVE

The City seeks the services of a Temporary Staffing Service Provider (Service Provider) with expertise in expeditiously sourcing, screening, and

providing top quality, cost effective candidates to fill temporary staffing needs for the following positions:

1. **Water Quality Specialist I:** Performs routine and less complex, semi-skilled tasks in the Water division. Must possess a State Department of Health Water Treatment Operator Grade I Certificate, an American Water Works Association Backflow Prevention Device General Testers Certificate and an American Cross-Connection Control Program Specialist Certificate.
2. **Water Quality Specialist II:** Performs routine and complex, skilled tasks in the Water division and provides functional direction to subordinate staff. Must possess a State Department of Health Services Water Treatment Operator Grade II Certificate, an American Water Works Association Backflow Prevention Device General Testers Certificate and an American Cross-Connection Control Program Specialist Certificate.
3. **Waste Water Treatment Plant Operator I:** Performs operations, controls and maintenance work in the Waste Water Treatment Plant. Must possess a Grade I Certificate as a Wastewater Plant Operator from the California State Water Quality Control Board.
4. **Waste Water Treatment Plant Operator II:** Performs operations, controls and maintenance work in the Waste Water Treatment Plant. Occasionally assists in the training of lower level operators. Must possess a Grade II Certificate as a Wastewater Plant Operator from the California State Water Quality Control Board.
5. **Waste Water Treatment Plant Operator III:** Performs operations, controls and maintenance work in the Waste Water Treatment Plant. Must possess a Grade III Certificate as a Wastewater Plant Operator from the California State Water Quality Control Board.
6. **Waste Water Treatment Plant Lead Operator:** Leads, oversees, reviews and performs operations, controls and maintenance work in the Waste Water Treatment Plant. Assists in the training of lower level operators. Must possess a Grade III Certification as a Wastewater Plant Operator from the California State Water Quality Control Board.

Under supervision, temporary employees are expected to perform the full range of duties listed in the respective job descriptions found in Attachment A. Temporary employees will generally work 40 hours per week, five 8-hour days or four 10-hour days, which may include weekends. Temporary Employees will report to one of two locations:

- Public Works Department, 1030 South Gateway Drive, Madera, CA 93637
- Wastewater Treatment Plant, 13048 Road 21½, Madera, CA 93637

The City intends to award multiple contracts under this RFP. When the need for service arises, the City will contact the contracted Service Providers with a Written Assignment Form, provided as Attachment B. They will be given three (3) working days to respond.

The City will attempt to give approximately one week's notice prior to the beginning of assignment. However, it is possible that situations may arise requiring staffing with less than one week's notice.

IV. SCOPE OF SERVICES

- A. The Service Provider will provide the City with fully qualified candidates for temporary positions, often under tight deadlines. Work will be authorized via the Written Assignment form issued under an agreed upon fee schedule.
- B. The selected Service Provider will be expected to conduct all stages of candidate identification. The Service Provider will be expected to furnish complete, detailed references and background checks for each successful candidate.
- C. The Service Provider shall complete the following for all temporary employees recommended to the City: I-9 verification; confirmation of specified professional certifications; confirmation of professional references; background check to include employment verification for at least the previous 10 years, 5 panel urine drug test with Medical Review Officer Services (testing for marijuana, cocaine, amphetamines, opiates and PCP) and review of the temporary employee's driving record through obtaining a record print out from the applicable department of motor vehicles. Any recommended applicants must have positive employment and personal references, must have a NEGATIVE result on the drug test, must have a valid driver's license, and must not have any criminal convictions which would preclude the individual from working for the City of Madera. The City has the right to refuse assignment.
- D. The Service Provider shall be responsible for the compensation of its temporary employees. The City shall not pay temporary employees other than through its payments to the Service Provider under this Agreement.
- E. If the temporary employee proves unsatisfactory, the Service Provider

shall attempt to identify a similarly-qualified candidate as a substitute temporary employee at no additional charge to the City.

V. FORMAT AND CONTENT OF PROPOSAL

- A. In order for City staff to adequately and fairly evaluate proposals, each submittal must clearly and completely provide the following information.
- a) Completed and signed Bid Proposal Authorization Form.
 - b) Completed Bid Proposal Form. Bidders may choose to bid on only certain positions if they cannot provide certain temporary services. Fees for positions listed in this RFP should reflect hourly rates for each position. Hourly rates must reflect all costs including but not limited to travel expense, lodging, per diem, benefits, or other miscellaneous expenses. These rates should not include temp-to-hire fees since permanent placement is only an option if the individuals compete in an open, public civil service recruitment.
 - c) Describe in detail your agency's experience and capability in providing clients with the types of deliverables listed in Section III of this RFP. Related work experience should be completely identified. Address the overall expertise and resources that your agency will bring in performing the work, if selected.
 - d) Business references: Three business references, including the company name, address, contact person, email address, and telephone number. Provide a description of the services provided to these clients, dates of service, and how these services relate to the requirements of this RFP.
 - e) Please review the Proposed Agreement for Services provided in Attachment D and identify any changes or modifications that your organization would require prior to entering into an agreement for services with the City.
 - f) Review the Insurance Requirements as provided in Attachment C and provide your current policy information. It is not necessary for bidders to obtain additional insured status for the City to submit a proposal, however the successful bidder will have to comply with the additional insured requirements before an Agreement for Services can be fully executed.

- g) Provide a copy of the agency's EEO/Non-Discriminatory policy. If no written policy exists, the Service Provider is required to submit a statement certifying that they comply with all federal, state and local Equal Employment Opportunity/Non-discriminatory policies.

VI. Selection Process

- A. The City will award to a maximum of three (3) Service Providers based upon best overall proposal to meet the needs of the City.
- B. Order of preference for selecting which contracted Service Provider to use for which position will be based first on the lowest price. Second criteria will be availability. If the lowest priced Service Provider cannot provide staffing in the time frame allowed in the RFP, the City will move on to the second lowest bidder and potentially on to the third lowest bidder until the position has been filled.

* * * * *

CITY OF MADERA
BID PROPOSAL AUTHORIZATION
TEMPORARY STAFFING SERVICES
RFP #201718-02

DATE _____

COMPANY NAME _____

STREET ADDRESS _____

CITY / STATE / ZIP _____

PHONE NUMBER _____

EMAIL _____

PERSON PREPARING BID _____

POSITION _____

SIGNATURE _____

MADERA BUS. LIC. NO. _____

CALIF STATE CERT. NO. _____

BID PROPOSAL FORM TEMPORARY STAFFING SERVICES

RFP #201718-02

PLEASE PROVIDE HOURLY RATES FOR THE FOLLOWING:

WATER QUALITY SPECIALIST I \$_____ PER HOUR

WATER QUALITY SPECIALIST II \$_____ PER HOUR

WWTP OPERATOR I \$_____ PER HOUR

WWTP OPERATOR II \$_____ PER HOUR

WWTP OPERATOR III \$_____ PER HOUR

WWTP LEAD OPERATOR \$_____ PER HOUR

CITY OF MADERA
WATER QUALITY SPECIALIST I

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

DEFINITION:

Under immediate supervision, performs routine and less complex, unskilled and semi-skilled tasks and duties assigned to classes within the Water Quality Specialist series; learns policies, procedures and work methods associated with assigned duties in the Water division; performs other related duties as required.

DISTINGUISHING CHARACTERISTICS:

The **Water Quality Specialist I** is the entry level classification within the Water Quality Specialist series, and incumbents are expected to perform the full scope of assigned duties. This classification is distinguished from the next higher classification of Water Quality Specialist II by the performance of less complex, unskilled and semi-skilled tasks.

SUPERVISION RECEIVED/EXERCISED:

Receives immediate supervision from a Public Works Operations Manager. Incumbents of this class do not routinely exercise supervision.

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

- Performs domestic water system quality assurance and operation functions; inspects, installs, services and repairs backflow, cross-connection and other water delivery controls; performs backflow prevention, cross-connection control assurance and testing.
- Constructs, maintains, repairs and inspects water production wells and facilities, water mains and lines; operates water systems quality assurance and operations equipment and other tools; inspects and tests water, controls and water system tools and equipment for safety and mechanical defects; assists in installation and repair of water service connections and meters.
- Collects data; operates a computer to enter data, manage files, prepare, maintain and update records, logs and reports; recognizes occupational hazards and follows safety precaution procedures; insures quality assurance programs, testing and analysis is conducted within safety standards established by Federal, State and local laws, ordinances and regulations.
- Follows instructions, reads and interprets technical drawings and literature; responds to questions and concerns from the general public; provides information as is appropriate.
- Establishes positive working relationships with representatives of community organizations, state/local agencies, City management and staff, and the public; respond to questions and concerns from the public, representatives of community groups, state/local agencies, and City management.

WATER QUALITY SPECIALIST I
Page 2

WORKING CONDITIONS:

Position requires prolonged sitting, standing, walking on level and slippery surfaces, reaching, twisting, turning, kneeling, bending, squatting, stooping crouching, grasping and making repetitive hand movement in the performance of daily duties. The position also requires near and far vision when inspecting work and operating assigned equipment. The need to lift, carry and push tools, equipment and supplies weighing 25 pounds or more is also required. Additionally, the incumbent in this outdoor position works in all weather conditions including wet, hot and cold. The incumbent may use cleaning and lubricating chemicals, which may expose the employee to fumes, dust and air contaminants. The nature of the work also requires the incumbent to climb ladders, use power and noise producing tools and equipment, drive motorized vehicles and heavy equipment, work in heavy vehicle traffic conditions and often work with constant interruptions.

QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification)*

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for an **Water Quality Specialist I**. A typical way of obtaining the required qualifications is to possess the equivalent of two years of experience in water systems construction, maintenance, including backflow prevention device general testing and cross-connection controls, or related work; possession of a high school diploma or equivalent supplemented with appropriate coursework in environmental health, public health and biological science, or a related field.

License/Certificate:

Possession of, or the ability to obtain, a valid class C California driver's license at time of appointment. Possession of a State Department of Health Services Water Treatment Operator Grade I Certificate, an American Water Works Association Backflow Prevention Device General Testers Certificate and an American Cross-Connection Control Program Specialist Certificate.

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

Knowledge of:

Modern principles, practices and techniques of water system quality assurance and operation functions; testing methods, and procedures, including qualitative and quantitative analysis; applicable federal, state and local laws governing domestic water quality monitoring and control; principles and practices of water supply and distribution; occupational hazards and standard safety practices; cost, time and material estimating; characteristics and problems involved with back-flow prevention and cross-connection control programs; principles and practices of bacteriological and sampling techniques and mathematical analysis; laboratory safety standards and programs; occupational hazards and standard safety practices; methods and techniques for basic report preparation and writing; methods and techniques for record keeping.

Ability to:

WATER QUALITY SPECIALIST I
Page 3

Plan, organize and coordinate a variety of water quality laboratory testing and analysis, including chemical and bacteriological laboratory tests; analyze laboratory tests and make recommendations regarding plant operations, corrective and preventive measures; read and interpret plant operations equipment; perform on-site laboratory tests; maintain accurate and updated logs, records and reports; prepare and submit comprehensive and mandated reports; perform plant operation and maintenance assignments; represent the City's water functions with other government agencies and community groups; establish and maintain cooperative working relationships.

Skill to:

Safely and effectively operate and calibrate a variety of maintenance and water quality testing equipment, tools and materials.

CITY OF MADERA

WATER QUALITY SPECIALIST II

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

DEFINITION:

Under general supervision, performs routine and complex, skilled tasks and duties assigned to classes within the Water Quality Specialist series; demonstrates a full understanding of all applicable policies, procedures and work methods associated with assigned duties in the Water division; provides functional direction to subordinate staff; performs other related duties as required.

DISTINGUISHING CHARACTERISTICS:

The **Water Quality Specialist II** is the journey level class within the Water Quality Specialist series, and incumbents are expected to perform the full scope of assigned duties. This classification is distinguished from the next lower classification of Water Quality Specialist I by providing direction and training to subordinate staff and temporary employees.

SUPERVISION RECEIVED/EXERCISED:

Receives immediate supervision from a Public Works Operations Manager. Exercises functional and technical supervision over assigned staff.

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

- Performs domestic water system quality assurance and operation functions; inspects, installs, services and repairs backflow, cross-connection and other water delivery controls; performs backflow prevention, cross-connection control assurance and testing; oversees the City Cross-Connection Program.
- Operates water systems, equipment and other tools; provides quality assurance; orders backflow devices and other equipment; inspects and tests water, controls and water system tools and equipment for safety and mechanical defects; installs and repairs water service connections and meters.
- Collects data; operates a computer to enter data; prepare, maintain and update records, logs and reports; recognizes occupational hazards and follows safety precaution procedures; insures quality assurance programs, testing and analysis is conducted within safety standards established by Federal, State and local laws, ordinances and regulations.
- Follows instructions; reads, interprets and provides direction from technical drawings and federal, state, local and municipal laws and regulations; responds to questions and concerns from the general public; provides information as is appropriate.
- Provides direction and training to subordinate staff and temporary employees; and conducts safety meetings.

WATER QUALITY SPECIALIST II
Page 2

- Performs surveys for the cross-connection program.
- Adjusts and performs water production analysis.
- Coordinates adjustments and repairs of S.C.A.D.A. with the manufacturer.
- Establishes positive working relationships with representatives of community organizations, state/local agencies, City management and staff, and the public; reviews and processes applications and business licenses; responds to questions and concerns from the public, representatives of community groups, state/local agencies, and City management.

WORKING CONDITIONS:

Position requires prolonged sitting, standing, walking on level and slippery surfaces, reaching, twisting, turning, kneeling, bending, squatting, stooping crouching, grasping and making repetitive hand movement in the performance of daily duties. The position also requires near and far vision when inspecting work and operating assigned equipment. The need to lift, carry and push tools, equipment and supplies weighing 25 pounds or more is also required. Additionally, the incumbent in this outdoor position works in all weather conditions including wet, hot and cold. The incumbent may use cleaning and lubricating chemicals, which may expose the employee to fumes, dust and air contaminants. The nature of the work also requires the incumbent to climb ladders, use power and noise producing tools and equipment, drive motorized vehicles and heavy equipment, work in heavy vehicle traffic conditions and often work with constant interruptions.

QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification)*

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for an **Water Quality Specialist II**. A typical way of obtaining the required qualifications is to possess the equivalent of four years of experience in water systems construction, maintenance, including backflow prevention device general testing and cross-connection controls, or related work; possession of an AA degree supplemented with appropriate coursework in environmental health, public health and biological science, or a related field.

License/Certificate:

Possession of, or the ability to obtain, a valid class C California driver's license at time of appointment. Possession of a State Department of Health Services Water Treatment Operator Grade II Certificate, an American Water Works Association Backflow Prevention Device General Testers Certificate and an American Cross-Connection Control Program Specialist Certificate.

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

Knowledge of:

Modern principles, practices and techniques of water system quality assurance and operation

WATER QUALITY SPECIALIST II

Page 3

functions; S.C.A.D.A. operating systems; testing methods, and procedures, including qualitative and quantitative analysis; applicable federal, state and local laws governing domestic water quality monitoring and control; principles and practices of water supply and distribution; occupational hazards and standard safety practices; design, cost, time and material estimating; characteristics and problems involved with back-flow prevention and cross-connection control programs; principles and practices of bacteriological and sampling techniques and mathematical analysis; laboratory safety standards and programs; occupational hazards and standard safety practices; methods and techniques for basic report preparation and writing; methods and techniques for record keeping.

Ability to:

Plan, organize and coordinate a variety of water quality laboratory testing and analysis, including chemical and bacteriological laboratory tests; analyze laboratory tests and make recommendations regarding plant operations, corrective and preventive measures; read and interpret plant operations equipment; perform on-site laboratory tests; maintain accurate and updated logs, records and reports; prepare and submit comprehensive and mandated reports; perform plant operation and maintenance assignments; represent the City's water treatment functions with other government agencies and community groups; establish and maintain cooperative working relationships.

Skill to:

Safely and effectively operate and calibrate a variety of maintenance and water quality testing equipment, tools and materials.

CITY OF MADERA
WASTEWATER TREATMENT PLANT OPERATOR I

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

DEFINITION:

Under immediate supervision, performs and learns to perform the full array of duties assigned to classes in the Wastewater Treatment Plant Operator series including operations, controls and maintenance work in one or more Public Works wastewater treatment plant facilities; demonstrates a full understanding of all applicable policies, procedures and work methods associated with assigned duties; performs other related duties as required.

DISTINGUISHING CHARACTERISTICS:

The **Wastewater Treatment Plant Operator I** is the entry level class responsible for a wide variety of plant operations and maintenance of the wastewater treatment plants, and incumbents are expected to perform the full scope of assigned duties. This classification is distinguished from the Wastewater Treatment Plant Operator II in that the latter occasionally assists in the training of lower level Public Works Wastewater Treatment Plant Operator I positions.

SUPERVISION RECEIVED/EXERCISED:

Receives general supervision from the Wastewater Treatment Plant Manager. Incumbents in this class do not routinely exercise supervision.

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

- Performs basic skilled water pollution control laboratory testing and analysis; monitors the operation of industrial wastes instrumentation for proper monitoring; adheres to quality assurance programs for laboratory analysis and instrumentation.
- Operates, inspects, cleans, repairs, replaces and maintains pumps, motors, filters and related equipment; performs general, grounds and preventive maintenance and repairs in and around plant facilities; operates vehicles and other equipment.
- Conducts on-site inspections of plant operations, insuring that operational problems are identified and corrected; insures that plants are operating within safety standards established by Federal, State and local laws, ordinances and regulations.
- Prepares and updates reports including records and logs.
- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff, and the public.

WASTEWATER TREATMENT PLANT OPERATOR I

Page 2

WORKING CONDITIONS:

Position requires sitting, standing, walking on level and slippery surfaces, reaching, twisting, turning, kneeling, bending, stooping, squatting, crouching, grasping and making repetitive hand movement in the performance of daily duties. The position also requires both near and far vision when inspecting work and performing maintenance on assigned equipment. The need to lift, carry and push tools, equipment and supplies weighing 25 pounds or more is also required. Additionally, the incumbent in this position works in all conditions including wet, hot and cold. The incumbent may use cleaning and lubricating chemicals which may expose the employee to fumes, dust and air contaminants. The nature of the work also requires the incumbent to climb ladders and work in confined space.

QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification)*

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for a **Wastewater Treatment Plant Operator I**. A typical way of obtaining the required qualifications is to possess the equivalent of one year of experience in the operation and maintenance of a wastewater treatment laboratory or the performance of related work, and a high school diploma or equivalent supplemented with appropriate coursework in laboratory testing and analysis.

License/Certificate:

Possession of, or the ability to obtain, a valid class C California driver's license. Possession of a Grade I Certificate as a Wastewater Plant Operator from the California State Water Quality Control Board and obtain a Grade II Certificate within 18 months of hire.

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

Knowledge of:

Principles and practices of wastewater treatment plant operations; repair, maintenance and adjustment procedures for wastewater treatment plant equipment; Basic principles, practices and methods of basic laboratory testing methods and procedures; Federal, State and local laws governing wastewater and industrial waste monitoring and control; characteristics and problems involved with wastewater and industrial water analysis; general maintenance and repair work; laboratory safety standards and programs; occupational hazards and standard safety practices; methods and techniques for basic report preparation and writing; methods and techniques for record keeping; methods and techniques of training personnel.

Ability to:

Learn to carry out maintenance and operations of a water plant; basic wastewater testing; collect a variety of samples for laboratory tests; maintain accurate records and prepare comprehensive reports; perform plant operation and maintenance assignments; establish and maintain cooperative working relationships.

WASTEWATER TREATMENT PLANT OPERATOR I
Page 3

Skill to:

Safely and effectively operate the tools and equipment used in wastewater plant maintenance and laboratory.

CITY OF MADERA
WASTEWATER TREATMENT PLANT OPERATOR II

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

DEFINITION:

Under general supervisor, performs the full array of duties assigned to classes in the Wastewater Treatment Plant Operator series including operations, controls and maintenance work in one or more Public Works wastewater treatment plant facilities; demonstrates a full understanding of all applicable policies, procedures and work methods associated with assigned duties; performs other related duties as required.

DISTINGUISHING CHARACTERISTICS:

The **Wastewater Treatment Plant Operator II** is the journey level class responsible for a wide variety of plant operations and maintenance of the wastewater treatment plants, and incumbents are expected to perform the full scope of assigned duties. This classification is distinguished from the Wastewater Treatment Plant Operator I in that the former occasionally assists in the training of lower level Public Works Wastewater Treatment Plant Operator I positions and by performing the full range of duties allowed by possess of a Grade II Certificate as a Wastewater Operator.

SUPERVISION RECEIVED/EXERCISED:

Receives general supervision from the Wastewater Treatment Plant Manager. May exercise functional and technical supervision over assigned operators.

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

- Operates, inspects, cleans, repairs, replaces and maintains pumps, motors, filters, and related equipment; and performs general, grounds and preventive maintenance and repairs in and around plant facilities; operates vehicles and other equipment.
- Conducts on-site inspections of plant operations, insuring that operational problems are identified and corrected; insures that plants are operating within safety standards established by Federal, State and local laws, ordinances and regulations; provides training for less experienced personnel.
- Performs basic skilled water pollution control laboratory testing and analysis; monitors the operation of industrial wastes instrumentation for proper monitoring; adheres to quality assurance programs for laboratory analysis and instrumentation.
- May assist in the training of lower level personnel.
- Prepares and updates reports including records and logs.

WASTEWATER TREATMENT PLANT OPERATOR II

Page 2

- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff and the public.

WORKING CONDITIONS:

Position requires sitting, standing, walking on level and slippery surfaces, reaching, twisting, turning, kneeling, bending, stooping, squatting, crouching, grasping and making repetitive hand movement in the performance of daily duties. The position also requires both near and far vision when inspecting work and performing maintenance on assigned equipment. The need to lift, carry and push tools, equipment and supplies weighing 25 pounds or more is also required. Additionally, the incumbent in this position works in all conditions including wet, hot and cold. The incumbent may use cleaning and lubricating chemicals which may expose the employee to fumes, dust and air contaminants. The nature of the work also requires the incumbent to climb ladders and work in confined space.

QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification)*

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for a **Wastewater Treatment Plant Operator II**. A typical way of obtaining the required qualifications is to possess the equivalent of one year of experience in the operation and maintenance of a wastewater treatment laboratory or the performance of related work, and a high school diploma or equivalent supplemented with appropriate coursework in laboratory testing and analysis.

License/Certificate:

Possession of, or the ability to obtain, a valid class C California driver's license. Possession of a Grade II Certificate as a Wastewater Plant Operator from the California State Water Quality Control Board.

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

Knowledge of:

Principles and practices of wastewater treatment plant operations; repair, maintenance and adjustment procedures for wastewater treatment plant equipment; Basic principles, practices and methods of basic laboratory testing methods and procedures; Federal, State and local laws governing wastewater and industrial waste monitoring and control; characteristics and problems involved with wastewater and industrial water analysis; general maintenance and repair work; laboratory safety standards and programs; occupational hazards and standard safety practices; methods and techniques for basic report preparation and writing; methods and techniques for record keeping; methods and techniques of training personnel.

Ability to:

WASTEWATER TREATMENT PLANT OPERATOR II

Page 3

Plan, organize and carry out maintenance and operations of a water plant; basic wastewater testing; collect a variety of samples for laboratory tests; maintain accurate records and prepare comprehensive reports; perform plant operation and maintenance assignments; establish and maintain cooperative working relationships.

Skill to:

Safely and effectively operate the tools and equipment used in wastewater plant maintenance and laboratory.

CITY OF MADERA
WASTEWATER TREATMENT PLANT OPERATOR III

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

DEFINITION:

Under general supervisor, performs the full array of duties assigned to classes in the Wastewater Treatment Plant Operator series including operations, controls and maintenance work in one or more Public Works wastewater treatment plant facilities; demonstrates a full understanding of all applicable policies, procedures and work methods associated with assigned duties; performs other related duties as required.

DISTINGUISHING CHARACTERISTICS:

The **Wastewater Treatment Plant Operator III** is the journey level class responsible for a wide variety of plant operations and maintenance of the wastewater treatment plants, and incumbents are expected to perform the full scope of assigned duties. This classification is distinguished from the Wastewater Treatment Plant Operator II by performing the full range of duties allowed by possess of a Grade III Certificate as a Wastewater Operator.

SUPERVISION RECEIVED/EXERCISED:

Receives general supervision from the Wastewater Treatment Plant Manager. May exercise functional and technical supervision over assigned operators.

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

- Operates, inspects, cleans, repairs, replaces and maintains pumps, motors, filters, and related equipment; and performs general, grounds and preventive maintenance and repairs in and around plant facilities; operates vehicles and other equipment.
- Conducts on-site inspections of plant operations, insuring that operational problems are identified and corrected; insures that plants are operating within safety standards established by Federal, State and local laws, ordinances and regulations; provides training for less experienced personnel.
- Performs basic skilled water pollution control laboratory testing and analysis; monitors the operation of industrial wastes instrumentation for proper monitoring; adheres to quality assurance programs for laboratory analysis and instrumentation.
- May assist in the training of lower level personnel.
- Prepares and updates reports including records and logs.

WASTEWATER TREATMENT PLANT OPERATOR III

Page 2

- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff and the public.

WORKING CONDITIONS:

Position requires sitting, standing, walking on level and slippery surfaces, reaching, twisting, turning, kneeling, bending, stooping, squatting, crouching, grasping and making repetitive hand movement in the performance of daily duties. The position also requires both near and far vision when inspecting work and performing maintenance on assigned equipment. The need to lift, carry and push tools, equipment and supplies weighing 25 pounds or more is also required. Additionally, the incumbent in this position works in all conditions including wet, hot and cold. The incumbent may use cleaning and lubricating chemicals which may expose the employee to fumes, dust and air contaminants. The nature of the work also requires the incumbent to climb ladders and work in confined space.

QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification)*

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for a **Wastewater Treatment Plant Operator III**. A typical way of obtaining the required qualifications is to possess the equivalent of two year of experience in the operation and maintenance of a wastewater treatment laboratory or the performance of related work, and a high school diploma or equivalent supplemented with appropriate coursework in laboratory testing and analysis.

License/Certificate:

Possession of, or the ability to obtain, a valid class C California driver's license. Possession of a Grade III Certificate as a Wastewater Plant Operator from the California State Water Quality Control Board.

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

Knowledge of:

Principles and practices of wastewater treatment plant operations; repair, maintenance and adjustment procedures for wastewater treatment plant equipment; Basic principles, practices and methods of basic laboratory testing methods and procedures; Federal, State and local laws governing wastewater and industrial waste monitoring and control; characteristics and problems involved with wastewater and industrial water analysis; general maintenance and repair work; laboratory safety standards and programs; occupational hazards and standard safety practices; methods and techniques for basic report preparation and writing; methods and techniques for record keeping; methods and techniques of training personnel.

Ability to:

WASTEWATER TREATMENT PLANT OPERATOR III

Page 3

Plan, organize and carry out maintenance and operations of a water plant; basic wastewater testing; collect a variety of samples for laboratory tests; maintain accurate records and prepare comprehensive reports; perform plant operation and maintenance assignments; establish and maintain cooperative working relationships.

Skill to:

Safely and effectively operate the tools and equipment used in wastewater plant maintenance and laboratory.

CITY OF MADERA
WASTEWATER TREATMENT PLANT LEAD OPERATOR

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

DEFINITION:

Under direction, leads, oversees, reviews and performs the full array Wastewater Treatment Plant Operator duties including operations, controls and maintenance work in one or more Public Works wastewater treatment plant facilities; demonstrates a full understanding of all applicable policies, procedures and work methods associated with assigned duties; performs other related duties as required.

DISTINGUISHING CHARACTERISTICS:

The **Wastewater Treatment Plant Lead Operator** is the lead level class responsible for a wide variety of plant operations and maintenance of the wastewater treatment plants, and incumbents are expected to perform the full scope of assigned duties. This classification is distinguished from the Wastewater Treatment Plant Operator III in that the former occasionally assists in the training of lower level Public Works Wastewater Treatment Plant Operator I positions.

SUPERVISION RECEIVED/EXERCISED:

Receives general supervision from the Wastewater Treatment Plant Manager. May exercise functional and technical supervision over assigned operators.

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

- Leads, oversees, reviews the work of assigned operators and operates, inspects, cleans, repairs, replaces and maintains pumps, motors, filters, and related equipment; and performs general, grounds and preventive maintenance and repairs in and around plant facilities; and operates vehicles and other equipment.
- Supervises and conducts on-site inspections of plant operations, insuring that operational problems are identified and corrected; insures that plants are operating within safety standards established by Federal, State and local laws, ordinances and regulations; provides training for less experienced personnel.
- Oversees and performs basic skilled water pollution control laboratory testing and analysis; monitors the operation of industrial wastes instrumentation for proper monitoring; adheres to quality assurance programs for laboratory analysis and instrumentation.
- May assist in the training of lower level personnel.
- Prepares and updates reports including records and logs.

WASTEWATER TREATMENT PLANT LEAD OPERATOR

Page 2

- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff, and the public.

WORKING CONDITIONS:

Position requires sitting, standing, walking on level and slippery surfaces, reaching, twisting, turning, kneeling, bending, stooping, squatting, crouching, grasping and making repetitive hand movement in the performance of daily duties. The position also requires both near and far vision when inspecting work and performing maintenance on assigned equipment. The need to lift, carry and push tools, equipment and supplies weighing 25 pounds or more is also required. Additionally, the incumbent in this position works in all conditions including wet, hot and cold. The incumbent may use cleaning and lubricating chemicals which may expose the employee to fumes, dust and air contaminants. The nature of the work also requires the incumbent to climb ladders and work in confined space.

QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification)*

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for a **Wastewater Treatment Plant Lead Operator**. A typical way of obtaining the required qualifications is to possess the equivalent of three years of experience in the operation and maintenance of a wastewater treatment laboratory or the performance of related work, and a high school diploma supplemented with appropriate coursework in laboratory testing and analysis.

License/Certificate:

Possession of, or the ability to obtain, a valid class C California driver's license. Possession of a Grade III Certificate as a Wastewater Plant Operator from the California State Water Quality Control Board.

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

Knowledge of:

Principles and practices of wastewater treatment plant operations; repair, maintenance and adjustment procedures for wastewater treatment plant equipment; Basic principles, practices and methods of basic laboratory testing methods and procedures; Federal, State and local laws governing wastewater and industrial waste monitoring and control; characteristics and problems involved with wastewater and industrial water analysis; general maintenance and repair work; laboratory safety standards and programs; occupational hazards and standard safety practices; methods and techniques for basic report preparation and writing; methods and techniques for record keeping; basic principles of supervision; methods and techniques of training personnel.

Ability to:

WASTEWATER TREATMENT PLANT LEAD OPERATOR

Page 3

Lead and train subordinate staff; plan, organize and carry out maintenance and operations of a water plant; basic wastewater testing; collect a variety of samples for laboratory tests; maintain accurate records and prepare comprehensive reports; perform plant operation and maintenance assignments; establish and maintain cooperative working relationships.

Skill to:

Safely and effectively operate the tools and equipment used in wastewater plant maintenance and laboratory.

ASSIGNMENT FOR CITY OF MADERA

SERVICE PROVIDER INFORMATION

NAME:
ADDRESS:
CONTACT:
PHONE:
EMAIL:

THIS ASSIGNMENT is issued pursuant to the Temporary Employment Services Agreement between City of Madera ("City") and the Service Provider ("Name") dated _____, 201__.

1. Position Title to be Filled:
2. Job Description: Attached.
3. Premises: The City's business premises is located at _____, Madera, CA and shall be defined as the "Premises".
4. Reporting Supervisor Name/Role: City Employee Name and Title
5. Duration of Services:
Start Date/Time
Anticipated Duration of Assignment:
Work Schedule: 40 hours per week, generally five 8-hour days or four 10-hour days.
Scheduling is determined by an assigned City employee and may include working on weekends.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

Service Provider:

City of Madera:

Printed Name

Printed Name

Title

Title

Signature

Signature

Date

Date

Insurance Requirements for Consultants

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

Minimum Scope and Limits of Insurance

Consultant shall maintain limits no less than:

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

Maintenance of Coverage

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

Proof of Insurance

Consultant shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

Acceptable Insurers

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

Waiver of Subrogation

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

Enforcement of Contract Provisions (non estoppel)

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

Specifications not Limiting

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

Notice of Cancellation

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

Self-insured Retentions

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

Timely Notice of Claims

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

Additional Insurance

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

CITY OF MADERA

TEMPORARY EMPLOYMENT SERVICES AGREEMENT

THIS AGREEMENT made and entered into the [DAY] day of [MONTH], [YEAR], by and between the CITY OF MADERA, a municipal corporation of the State of California, hereinafter called "City" AND [SERVICE PROVIDER], hereinafter called "Service Provider";

RECITALS:

- A. The City desires to utilize the services of Temporary Employment Service Provider(s).
- B. The Service Provider is a firm having the necessary experience and qualifications to provide temporary employment services to the City for specialized critical positions.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, it is agreed by and between the City and the Service Provider as follows:

1. Services. The City hereby employs the Service Provider to provide temporary employment services herein set forth at the compensation and upon the terms and conditions herein expressed, and Service Provider hereby agrees to perform such services for said compensation, and upon said terms and conditions. City hereby authorizes Service Provider to commence work as specified by the written Assignment.

2. Obligations, duties and responsibilities of Service Provider. It shall be the duty, obligation and responsibility of the Service Provider, in a skilled and professional manner, to provide temporary employment services in accordance with the Scope of Work identified in the RFP attached hereto as Exhibit 1.

3. Service Provider's Fees and Compensation

- 3.1 The Service Provider agrees to provide Temporary Employment Services for the specified positions indicated in a fee schedule.
- 3.2 Each assignment shall be made on a Written Assignment Form executed by the City Administrator or designee.
- 3.3 The Service Provider will be responsible for payment of wages, applicable federal, state and local taxes, and the payment of any required insurance (FUTA, SDI, Unemployment Insurance). The Service Provider shall be solely responsible for any insurance premium payments for Workers' Compensation, disability, or other insurance which is imposed upon the Service Provider and

required as a consequences of the Services Provider's employment of the Temporary Employee under this Agreement. The Service Provider agrees to hold the City harmless from all applicable federal, state and local taxes relating to income tax withholding, unemployment taxes, FUTA, SDI, and state unemployment insurance imposed upon the Service Provider for wages paid by the Service Provider to the Temporary Employee.

- 3.4 Payment shall be made directly by the City to the Service Provider within thirty (30) days of receipt of billing.
- 3.5 The Service Provider shall invoice the City following the City approval of the Temporary Employee's approved hours and charges of work completed.
- 3.6 Billings to be made directly to the following address:

City of Madera Public Works Department
Attn: Humberto Molina
1030 S. Gateway Drive
Madera, CA 93637

4. Term of agreement. This Agreement shall be in effect for a three-year period starting [AGREEMENT START DATE] with the option to extend annually thereafter by written mutual consent, not to exceed a total of five (5) years.

5. Service Provider's Agreement to Hold Harmless and Insurance Requirements.

5.1 Independent Contractor. In the furnishing of the services provided herein, the Service Provider is acting as an independent contractor and not as an employee of the City.

5.2 Indemnification and Waivers. The Service Provider shall indemnify, save, protect, and hold harmless the City of Madera, the members of the City Council of said City and all other officers, volunteers and employees of said City against and from all claims, suits, actions, demands or liability whatsoever to any person or persons by reason of personal injuries or death or damage or destruction of property caused by or arising out of the Service Provider's operations under the terms of this Agreement, or extension thereof, or by the Service Provider's failure to comply with any of the terms or provisions of said Agreement. The Service Provider shall and does hereby waive any claim against the City of Madera, its officers, volunteers and employees, for any damage to equipment or other property connected with Service Providers operations under this Agreement arising from any cause.

5.3. Insurance. During the term of this Agreement, the Service Provider shall maintain, keep in force and pay all premiums required to maintain and keep in force commercial general liability, automobile liability, workers' compensation, and employer's liability insurance. The limits and coverages provided by such policies shall be as required in Attachment C to Exhibit 1 of this Agreement.

6. Attorney's 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 attorney's 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.

7. 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.

8. Termination. This agreement may be terminated by mutual agreement or it may be terminated by the City upon giving thirty (30) days written notice of intent to terminate the agreement.

Notice of termination shall be mailed to the City:

City of Madera
Purchasing-Central Supply
1030 South Gateway Drive
Madera, CA 93637

To the Service Provider:

In the event of such termination, the Service Provider shall be paid for work completed to date of termination, and any such work shall become the property of the City and the amount of final fee due and payable by City to Service Provider will be subject to negotiation but in no event less than the fees for service pursuant to this Agreement.

9. Assignment. Neither the City nor the Service Provider will assign its interest in this Agreement without the written consent of the other.

10. Notices. All notices and communications from the City shall be to the Service Provider's designated Manager. Verbal communications shall be confirmed in writing. All written notices shall be provided and addressed as indicated in Paragraph 8 hereof.

11. Included herein by reference is the Request for Proposal.

This agreement and the attachments incorporated herein by reference, represents the entire agreement and understanding between the parties. Any modifications to this Agreement shall be in writing and signed by authorized representatives of the parties. One or more waivers of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement at Madera, California, the day and year first above written.

CITY OF MADERA

BY: _____
[PRINTED NAME, TITLE]

[SERVICE PROVIDER]

BY: _____
[PRINTED NAME, TITLE]

ATTEST:

Sonia Alvarez, City Clerk

APPROVED AS TO FORM
CITY ATTORNEY:

By: _____
Joel Brent Richardson

Title: Temporary Staffing Services
Submission Date: Aug 11th, 2017
Submission Time: 3:00 P.M.

Attn: Rosa Hernandez
Procurement Services Manager
City of Madera, Purchasing-Central Supply,
1030 South Gateway Drive, Madera,
California 93637
E-mail: rhernandez@cityofmadera.com
FAX: (559) 661-0760

Sumit Gagneja, Business Head
US IT Solutions, INC.
5201 Great America Parkway, Suite 256 C,
Santa Clara, CA 95054
Email to: govt@usitsol.com
PH: 408-766-0000 Ext 375
Direct #: 919-399-6130

Cover Letter

Attn: Julie Merrill-Wisell,

Date: Aug 11th, 2017

On behalf of USITSOL, Inc. (USITSOL) I am pleased to submit its proposal through this cover letter to The City of Madera "State of CA" in response to the above- referenced Request for Proposals (RFP) for the Temporary Staffing Services.

USITSOL, previously known as Betasoft System, Inc. (BSSI) is an S-corporation that was incorporated in California (CA) in 2005. Appraised as WMBE, our company is serving various State, Local and County Departments for over 12 years. We provide contractual and full time employee for client's projects and ongoing development. Being an Temporary Staffing Services company, we are successfully working on over 100 consulting contracts including in the area of Information Technology, Temporary employment services, Administrative, Accounting, Industrial, Light industrial, Technical, Professional, Skilled trade and General maintenance. USITSOL has successfully delivered over \$170M worth of consulting services. Below mentioned designated POC will serve as the primary contact for all RFP response related communications, including any requests for clarification or other communication needed between City of Madera and USITSOL. Point of Contact Information is as follows:

Vishal Kumar, Account Manager
US IT Solutions, Inc.
5201, Great America Parkway
Suite 256 C, Santa Clara, CA 95054

Email: gov1@usitsol.com
Phone: 408-766-0000 ext. 432
Direct #: 919-399-6130
Web: www.usitsol.com

USITSOL has built up a solution centric image with clients, employees and third party temporary staff augmentation partners. With currently over 3000 IT professionals working throughout the nation, USITSOL has demonstrated experience of performing consulting services contracts at highest success rate for various state agencies and departments. We are also having significant experience in working with many government entities in State of CA under similar Temporary Staffing Services contracts and have developed a strong bonding with various organizations throughout the state by complying with all Federal, State and Local rules & regulations. We request City of Madera that, if after submitting our proposal, City of Madera release any amendment, we will prefer opportunities to make the modifications in response according the amendment. USITSOL makes the following certifications and guarantees regarding this proposal:

- All the information provided in this response are correct.
- All material submitted in this proposal will become the property of City of Madera for evaluation purpose.
- We comply with all contract terms & conditions of this RFP and we are an EEO Compliance employer.

I believe that our response meets the requirements as called out in this RFP. If the City of Madera determines that USITSOL's response is deficient in any way, USITSOL respectfully requests to be promptly notified and be given the opportunity to correct any such deficiency. Please forward any questions regarding this RFP response to me.

Sincerely,



Sunjit Gagneja
US IT Solutions, Inc.

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RFP #: 201718-02
Title: Temporary Staffing Services



a. Bid Proposal Authorization Form

CITY OF MADERA
BID PROPOSAL AUTHORIZATION
TEMPORARY STAFFING SERVICES
RFP #201718-02

DATE 08/02/2017

COMPANY NAME US IT Solutions Inc.

STREET ADDRESS 5201 Great America Parkway, Suite 256 C.


CITY / STATE / ZIP Santa Clara, CA 95054

PHONE NUMBER 408-766-0000

EMAIL govt@usitsol.com

PERSON PREPARING BID Sumit Gagneja

POSITION Business Head

SIGNATURE 

MADERA BUS. LIC. NO. AF

CALIF STATE CERT. NO. C3867136

b. Bid Proposal Form

BID PROPOSAL FORM
TEMPORARY STAFFING SERVICES

RFP #201718-02

PLEASE PROVIDE HOURLY RATES FOR THE FOLLOWING:

WATER QUALITY SPECIALIST I	\$ 24.17	PER HOUR
WATER QUALITY SPECIALIST II	\$ 27.28	PER HOUR
WWTP OPERATOR I	\$ 26.84	PER HOUR
WWTP OPERATOR II	\$ 29.95	PER HOUR
WWTP OPERATOR III	\$ 33.09	PER HOUR
WWTP LEAD OPERATOR	\$ 36.23	PER HOUR

c. Experience and capability

"Describe in detail your agency's experience and capability in providing clients with the types of deliverables listed in Section III of this RFP. Related work experience should be completely identified. Address the overall expertise and resources that your agency will bring in performing the work, if selected."

Response:

USITSOL is a General professional firm that specializes in performing **Temporary Staffing Services** contracts for various government agencies and Commercial Sector. The company was founded in California with a vision of becoming a leading provider of services to the State and federal government and leading partner to the organizations who focus on providing services to the public sector. In order to achieve this objective, USITSOL has established a state-of-the-art infrastructure, invested in the best talent in the country and employed technology to provide value-added services to our customers.

USITSOL has extensive experience in providing Temporary Staffing Services to various State & Local Government agencies and Commercial clients. USITSOL consultants with over 1000 man years of experience have provided over 1 million man hours of services in Temporary Staffing Services. USITSOL has an aggressive recruitment capability, ensuring our ability to quickly meet any contingencies and/or surge requirements. Our internal candidate database possesses more than 700,000 pre-screened candidate resumes, which are updated at regular intervals.

USITSOL infrastructure is backed by a highly dedicated and result oriented professionals. With more than 50 highly skilled professionals, USITSOL provides full spectrum of technology services ranging from business and IT consulting, for managing IT projects. USITSOL ensures its commitment to satisfy all client requests by following these principles:

- Understanding the client's needs
- Verifying that staffing services meet client requirements
- Making provisions of quality assessment & training for accepting market challenges
- Monitoring, benchmarking and continuously improvising its business products and services, organization and employees' performance

USITSOL has a blend of resources under various domains including IT, account, Library and medical professionals with niche skills available to provide the client with high quality solutions from time to time. USITSOL manpower with IT skill set has the experience of working on a variety of projects of varying degree of complexity and is constantly trained to maintain excellence.

Experience: USITSOL has an extensive experience in providing Temporary Staffing Services with an array of solutions for our public and private sector clients nationwide. USITSOL has a proven track record of over 12 years of successful performance in Government Sector only of providing Temporary Staffing Services and IT Professional service similar in size and scope. As a Temporary Staffing Services and consulting firm, we are capable of providing services for all Temporary Staffing Service opportunities in a wide range of industries and functional disciplines. The management's best-practices and years of experience managing varying volumes of personnel with diverse roles and responsibilities has made USITSOL is fully capable of accomplish large scale of Temporary Staffing Services however complex, challenging, and extensive. This capability stems from the thoughtful investment into long term strategic management plans, which guides and govern the actions of the core team at USITSOL. USITSOL has been providing Professional and consulting (Outsourced Project development onsite/off-site) services in a variety of different areas and specialties, including:

Application Development & Maintenance (ADM)	Mainframe Legacy Systems Maintenance
Application Testing	Infrastructure Support & Management

Business Analysis	Information Security Consulting and Audit
Business Intelligence, Data Warehousing & Analytics	Mobile Application Development
Client/ Server Application Development	Project / Program Management
Cloud Computing	Quality Assurance & Porting
ERP Implementation, Maintenance & Support	Legacy Applications support
Network Architecture, Planning, Development and Implementation	Packaged Solutions Implementation (SAP, Oracle Applications and PeopleSoft)
Systems & Application Integration	Web Application & Content Management
Product engineering	Web Design & Development

Our in-depth knowledge of various work areas enables us to provide end-to-end solutions for Temporary Staffing Services and outsourcing needs of our clients. USITSOL has successfully delivered services in several onsite and offsite engagements in following roles:

Project Managers	Systems Programmers
Program Manager	Technical Writers
Functional Consultants / Business Analysts	Mainframe Consultants
Application Developers	Testing Professionals
Application Architects	Mobile Application Developer
Systems Analysts	Quality Assurance Analysts
Analysts / Programmers	Trainers
Database Administrators	E-commerce Analysts / E-commerce
Systems / Network Administrators	Software Specialists
Web Designers/ Programmers	Help Desk Technicians

Ability to support Temporary Staffing needs: We are currently holding over 150+ Temporary Staffing and consulting services contracts, under such contracts we are deploying the candidates from entry to executive level in diverse technologies and engineering domains. Recruitment & staffing division at USITSOL is technically equipped and consists of over 147 people working in tandem under various departments that include Recruitment, Account Management, Client Care, Employee-care, Business Development, Operation & Process management. We have assigned over 300 IT Consultants and providing 9000+ man-hours services in week.

Ability to Support Consulting Needs: Our IT consulting division includes more than 90 technology professionals that have completed more than 1,000 engagements across industries and technologies. Our IT Consulting division draw on this global experience to help solve clients' most complex technology-related challenges, including how to build their businesses in a digital age. Our experts are especially adept at helping companies through major business transformations or re-inventions of their technology organizations to become more nimble and agile. We bring a range of technology capabilities that help our clients address five key business situations that includes IT Strategy, IT Performance Improvement, IT M&A (Mergers & Acquisition), IT Project Effectiveness, Rebooting IT.

Strong Presence across the USA: USITSOL has built up strong network of diversity consultants (Technical Employee) and also maintained in-house dataset which is growing every day. We also have established strategic partnership with other (*MBE,WBE,SBE,WOSB,VOB, hubZone Certified:*) recruitment & staffing and IT companies (Sub Tier or Sub Contractor) that includes in 49 states and that are always ready to support us to achieve the business objective of this RFP.

Capabilities:

USITSOL is fully capable of performing the services as required. Here is the list of our capabilities and experiences that make us stand out from the competition:

- **Similar Contracts:** We are currently holding over 100 Staff augmentation and staffing services contracts with various State and Local entities and deploying the skilled and trained IT and clerical/ no clerical Professionals.
- **Relationship with State of CA:** We have strong business relationship with State of CA. Our company is currently serving various Government and Commercial Business entities in State of CA, by complying with all State, Federal, Local Staffing and business rules & regulations.
- **Strong Presence:** USITSOL has built up strong network of employees and other labor & staffing companies in CA, that are always ready to support us to achieve the business objective of City from this RFP.
- **Ability to perform Temporary Employment Services Contracts:** Recruitment & staffing division at USITSOL is technically equipped and consists of over 140 people working in tandem under various departments that include Recruitment, Account Management, Client Care, Human Resources/Employee-care, Business Development, Operation & Process management. In 2016, we assigned nearly 900+ temporary Qualified IT Professionals in diverse settings with various government departments on over 80 labor and staffing services contracts with similar scope and service.
- **Experienced and dedicated Account Management Team:** Our Account Management executives will work diligently with City to identify the contract needs and to provide best resources for those needs with effective communication. Our account management team has many years of collective experience handling similar IT professional services.
- **Pool of available candidates:** USITSOL has presence in 49 states and has maintained in-house dataset of 700,000 resumes which is growing every day. There are over 8,000 prescreened Professionals as required in this RFP from entry level to executive level from diverse backgrounds are located in State of CA and can be available any time the City has a staffing need.
- **Robust hiring process and recruitment capabilities:** We will use our robust and compliant recruiting & hiring process. Recruitment capabilities including 147 staffing professionals, 700K resume database, Access to all sources & tools and strong social and personal network, etc.
- **Financial Capability:** USITSOL is financially stable and rapidly growing company having total revenue of over \$170+ Million since its inception. USITSOL currently has over \$37.5Million awarded contracts and has the required financial capacity to provide the services.
- US IT Solution has a strong market presence with the program offices and tie-ups with Temporary staffing vendors all across the country. We've a Database of 700K+ pre-vetted resume. We've placed candidates with similar and higher qualification to the State of CA and nationwide.
- **Mission Statement:** US IT Solutions strives to provide high performance technology solutions to solve our customer's real business problems by becoming a true partner that will enable both us and our customers be successful partners. US IT Solutions believes in the values a diverse workforce brings to us and our customers and is committed to promoting diversity at workplace.

Recent Relevant Experience (Clientele list):

Client Name	Type of Company	Business Domain
Department of Information Technology, MS	Government	Public Administration
State of Colorado	Government	Public Administration
State of Michigan	Government	Public Administration
State of Georgia	Government	Public Administration
State of Oregon	Government	Public Administration

RFP #: 201718-02
 Title: Temporary Staffing Services



US IT Solutions, Inc.

Department of General Services, CA	Government	Public Administration
State of Florida	Government	Public Administration
Superior Court of California, LA	Government	Public Administration
Hennepin County, MN	Government	Public Administration
Office of Information Technology Services, NC	Government	Public Administration
Sacramento Municipal Utility District, CA	Government	Public Administration
Dept. of Economic Security, AZ	Government	Public Administration
Oakland County, MI	Government	Public Administration
California State Court, CA	Nonprofit	Educational
Court of Massachusetts, MA	Nonprofit	Educational
College Board, VA	Nonprofit	Educational
Kaiser Permanente	Nonprofit	Healthcare
National Notary	Nonprofit	Legal & Education
Delta Airlines	Privately Held	Airlines
Deloitte	Privately Held	Professional Services
American Airlines	Publicly Held	Airlines
Southwest Airlines	Publicly Held	Airlines
Auto Club of Southern CA	Publicly Held	Automobile
Bank of the West	Publicly Held	Banking
Wells Fargo Bank	Publicly Held	Banking & Financial
First Republic Bank	Publicly Held	Banking & Financial
Adobe Systems	Publicly Held	Computer Software
Autodesk, Inc.	Publicly Held	Computer Software
Citrix	Publicly Held	Computer Software
Salesforce	Publicly Held	Computer Software
GE	Publicly Held	Conglomerate
Apple Inc.	Publicly Held	Consumer Electronics
HP	Publicly Held	Consumer Electronics
NetApp	Publicly Held	Data Storage
Xerox	Publicly Held	Document Services
PayPal	Publicly Held	E-commerce
Disney	Publicly Held	Entertainment
Blue Shield of California	Publicly Held	Health Insurance
Assurant Insurance	Publicly Held	Insurance Services
AIG	Publicly Held	Insurance, Financial
eBay	Publicly Held	Internet
Google	Publicly Held	Internet
LinkedIn	Publicly Held	Internet

RFP #: 201718-02

Title: Temporary Staffing Services



US IT Solutions, Inc.

About.com	Publicly Held	Internet
Infosys	Publicly Held	IT Consulting
UnitedHealth Group	Publicly Held	Managed Healthcare
Cisco	Publicly Held	Network Equipment
McAfee	Publicly Held	Security software
Comcast	Publicly Held	Telecom & media
AT&T	Publicly Held	Telecommunications
360 IT Professionals, Inc.	Corporation	IT Consulting
Bay Area Techworkers	Corporation	IT Consulting
Experis Inc.	Corporation	IT Consulting
Infostretch Corporation	Corporation	IT Consulting
Kforce Inc.	Corporation	IT Consulting
Mobilyte, Inc.	Corporation	IT Consulting
Randstad Technologies	Corporation	IT Consulting
Robert Half Technology	Corporation	IT Consulting
TEKsystems	Corporation	IT Consulting
True Software, Inc.	Corporation	IT Consulting

List of our prestigious clients:



Professional Certification and license:

- ✓ USITSOL is Women owned Minority and Woman-Owned Business Enterprise (MWBE)
- ✓ USITSOL Infrastructure solutions (IS) are based on proven life-cycle methodologies and best practices which are based on ITIL and ISO 9001, ISO 27001 standards.
- ✓ USITSOL has successfully placed candidates with the required certification and License, such as:
 - Oracle Certification
 - Microsoft SQL certification
 - IBM Certified Database Administrator for DB2
 - MCSA: SQL Server
 - Oracle 12c Database Administrator
 - SAP
 - MySQL 5.6 Database Administrator

USIT Solution's Completed courses:

- ✓ Delegated Examining Unit Certified, E-QIP, Quick Hire(USA Staffing)
- ✓ Hiring Management Basic Training and Selecting Employees)
- ✓ Fundamentals of Supervision, Intro to Global Employment Management System, Basic Global Employment System Processing, Position Management in Global Employee Management System 8.8
- ✓ Basic Knowledge Centre Reporting Tool (Person and Position Universe), Designing an assessment Strategy, Streaming JOA's and Describing Minimum Qualifications Understanding, Category Ratings, MS SharePoint, Managing OFCCP Compliance, Fundamentals of Human Resources, Employment Law, Sexual Harassment Awareness, Managing Cost of Workers Compensation, Qualified Retirement Plans.

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US IT Solutions, Inc.	Page 11	Aug 11 th , 2017
Head Office: 5201 Great America Parkway Suite 256 C Santa Clara, CA 95054	Phone. 408-766-0000	

d. Business references

"Three business references, including the company name, address, contact person, email address, and telephone number. Provide a description of the services provided to these clients, dates of service, and how these services relate to the requirements of this RFP."

Response:

Reference #1	
Client Name	Sacramento Municipal Utility District
Contact Name	Tanya Y. Andrews
Contact Number	916-732-5610 , 916-899-7375
Email ID	tanya.andrews@smud.org
Project Description	Temporary Staffing Services

Reference #2	
Client Name	State of FL
Contact Name	Marlene Minor
Contact Number	850-907-6819
Email ID	Marlene.Minor@fchr.myflorida.com
Project Description	Temporary Staffing Services

Reference #3	
Client Name	California State University
Contact Name	Duke Low
Contact Number	562-951-4084
Email ID	dlow@calstate.edu
Project Description	Temporary Staffing Services

e. Attachment D

"Please review the Proposed Agreement for Services provided in Attachment D and identify any changes or modifications that your organization would require prior to entering into an agreement for services with the City."

Response: We are agree to the services provided in the attachment D and we will work over it.

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C. Attachment C

"Review the Insurance Requirements as provided in Attachment C and provide your current policy information. It is not necessary for bidders to obtain additional insured status for the City to submit a proposal, however the successful bidder will have to comply with the additional insured requirements before an Agreement for Services can be fully executed."

Response: We will comply for the services.

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g. EEO/Non-Discriminatory policy

"Provide a copy of the agency's EEO/Non-Discriminatory policy. If no written policy exists, the Service Provider is required to submit a statement certifying that they comply with all federal, state and local Equal Employment Opportunity/Non-discriminatory policies."

Response:

Our Equal Employment Opportunity (EEO) and affirmative action policies: At USITSOL, we recognize that to excel as a business we must continue to hire the best talent and secure the full participation and commitment of all employees. In keeping with this conviction, it is our policy and intent to hire and provide all staff with the opportunity to grow, develop and contribute fully to our collective success without regard to race, color, religion, creed, sex, sexual orientation, gender identity, national origin, age, disability, veteran, marital, or domestic partner status, citizenship or any other status or characteristic covered by federal, state or local law.

USITSOL is fully committed to the maximum utilization of employees' abilities and to the principles of equal employment opportunity. The opportunities afforded throughout the Company are available equally to all. Applicants and employees are evaluated on the basis of job qualifications—not race, color, religion, creed, sex, sexual orientation, gender identity, national origin, age, disability, veteran, marital, or domestic partner status, citizenship or any other status or characteristic covered by federal, state or local law. Further, USITSOL provides reasonable accommodations to the known limitations of otherwise qualified individuals with disabilities unless doing so would result in an undue hardship.

Policy Implementation: Below given are the steps we use for policy implementation.

- Equal employment opportunity takes place in all employment practices: hiring, promotion, demotion, transfer, recruitment, termination, rates of pay or other forms of compensation, and selection for training. Every employee has access to Company-sponsored educational, training and recreational activities.
- The Company endeavors to provide every employee with a working environment free from harassment. Individually and collectively, we share the responsibility for understanding the great importance of a respectful work environment, and for assuring that every employee is welcomed, accepted and rewarded according to his or her contribution to the attainment of our goals and objectives.
- In addition, unlawful harassment, intimidation, threats, coercion, discrimination or retaliation in any other form against anyone is strictly prohibited for:
 1. Making a good faith internal complaint of any conduct, act or practice violating the Company's EEO Policy;
 2. Filing a complaint allowed by any equal employment opportunity law or regulation ("EEO laws");
 3. Participating in an investigation or any other activity undertaken by the Company or any governmental agency related to compliance with our EEO policy or any EEO law;
 4. Opposing in good faith any act or practice that violates any EEO law; or
 5. Exercising any right under any EEO law.
- We know that positive, results-oriented action to advance equal employment opportunity serves the best interests of the Company, its employees and the communities in which it operates. Towards this end, the Director of Corporate Human Resources serves as USITSOL's Equal Employment Opportunity Compliance Officer with overall responsibility for monitoring program effectiveness and assuring compliance with this policy. Managers at all levels are responsible for assuring full

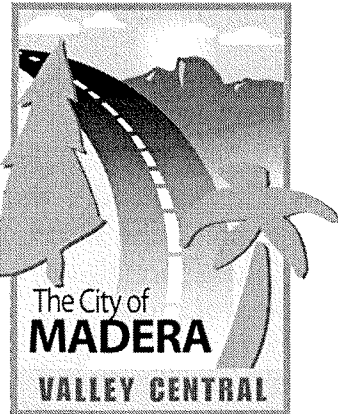
compliance with this policy in their respective areas. Each employee is responsible for supporting equal opportunity, assisting the Company in meeting its objectives in this area, and assuring that their own conduct conforms to the Company's commitment to equal employment opportunity.

- If an employee has any questions about the Company's policy on equal employment opportunity, the Company encourages the employee to talk to his or her Supervisor, Department Head, local Human Resources Representative, the Corporate Human Resources Department or the Law Division. Any conduct or action inconsistent with the Company's commitment to equal employment opportunity should be reported by following the Company's Problem Solving Procedure. Any supervisor or manager who receives such a complaint (whether formal or informal) must report the complaint to a local Human Resources Representative or the Corporate Human Resources Department.

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US IT Solutions, Inc.	Page 16	Aug 11 th , 2017
Head Office: 5201 Great America Parkway Suite 256 C Santa Clara, CA 95054		Phone. 408-766-0000

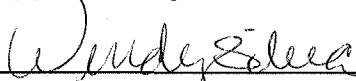
REPORT TO CITY COUNCIL



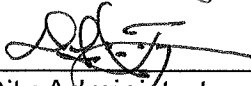
Council Meeting of September 6, 2017

Agenda Item Number B-6

Approved by:



Department Director



City Administrator

Consideration of a Minute Order Rejecting a Claim filed by Lucio Mendoza

RECOMMENDATION

It is recommended Council reject the claim filed by Lucio Mendoza. The City will send a rejection notice to Mr. Mendoza.

HISTORY

A claim was filed on August 1, 2017 by Mr. Mendoza. The claimant is alleging damages to his vehicle caused by a fallen tree branch.

SITUATION

The claimant alleges that on July 29, 2017, he parked his 2009 black Honda Civic in front of the Senior Center building located at 238 South D Street in Madera, CA. The claimant was at the Senior Center that evening because he rented the facility for his baby's birthday party. Between 6:00 p.m. and 7:00 p.m. he went outside to wait for a family member. That is when he found a tree branch on his vehicle. The subject tree was to the front of his car and to the left. The tree branch damaged the hood, roof, front door, rear door, and windshield. The claimant believes the City is responsible because the tree belongs to the City. At the time, his car was covered through Alliance Insurance company. Alliance took pictures of the vehicle however they requested that Mr. Mendoza seek damages through the City. He is seeking \$5,526.94 in damages for vehicle repair based upon an estimate from Silva's Auto Body. No repairs have been made to his car.

Suzanne Johnson, AIMS, investigated the claim. She obtained a copy of Madera Police Report case number 17M-06235 and spoke with John Scarborough, Parks Planning Manager. According to the police report, the victim was identified as Lucio Mendoza Garcia and the "other" party was identified as the City of Madera. The reporting officer was traveling southbound on South D Street when he observed a tree branch on top of a black vehicle. The vehicle was parked on the

north curb of 7th Street and 13' west of the west curb of South D Street. The vehicle owner provided the officer with proof of insurance through Alliance.

John Scarborough confirmed that the tree was a Bradford Pear and it was a City tree. The tree was healthy and looked healthy on the exterior. The City periodically performs maintenance on trees at least every four years. He said that the subject tree was trimmed on August 19, 2013, which was consistent with his statement of maintenance. The tree is due for a trim this fiscal year. John said that the limb likely failed because of the excessive heat. The City responded afterwards and wrote an incident report. They inspected the tree for any imminent hazards. However, no imminent hazards were noted. Regarding the claim, they had no notice of any potential issues or hazards to the subject tree prior to the date of loss.

Ms. Johnson's investigation found no evidence of negligence and/or liability on part of the City based upon the lack of prior notice. It is also noted that the wind speed at the time of loss was 12 mph but most importantly it was a very warm day. In summary, no one could have predicted that the tree branch was going to fall on the claimant's vehicle. The incident was due to an act of nature that was unforeseeable. Ms. Johnson has recommended the claim be rejected. Staff concurs with her recommendation.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

Rejection of claims filed under Government Code §910 is 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.

CITY OF MADERA

CLAIM FORM

(Please Type Or Print)

RECEIVED

City of Madera City Clerk

By: P. AlvarezDate: 8/1/17

CLAIM AGAINST City of Madera
(Name of Entity)
Claimant's name: Lucio Mendora Telephone Number 559, 555-1234
SS#: _____ DOB: _____ Gender: Male ☒ Female _____
Claimant's address: _____
Address where notices about claim are to be sent, if different from above: Same

Date of incident/accident: 7-29-2017Date injuries, damages, or losses were discovered: 7-29-2017Location of incident/accident: 238 south D st. Madera CA 93638

What did entity or employee do to cause this loss, damage, or injury? The tree branch caused the car damaged
(Use back of this form or separate sheet if necessary to answer this question in detail.)

What are the names of the entity's employees who caused this injury, damage, or loss (if known)? _____

What specific injuries, damages, or losses did claimant receive? the tree branch fell over my car which caused damages like, Hood, fender, Roof, Pillars, Rocker, floor, front door Rear door, windshield, Quarter panel, Rear Comps, trunk Lid.
(Use back of this form or separate sheet if necessary to answer this question in detail.)

What amount of money is claimant seeking or, if the amount is in excess of \$10,000, which is the appropriate court of jurisdiction. Note: If Superior and Municipal Courts are consolidated, you must represent whether it is a "limited civil case" [see Government Code 910(f)]

\$ 5,526.94

How was this amount calculated (please itemize)? An preliminary estimate from Silva's Auto Body, 201 south C. st. Madera CA 93638
(Use back of this form or separate sheet if necessary to answer this question in detail.)

Date Signed: 7-31-2017 Signature: Lucio Mendora

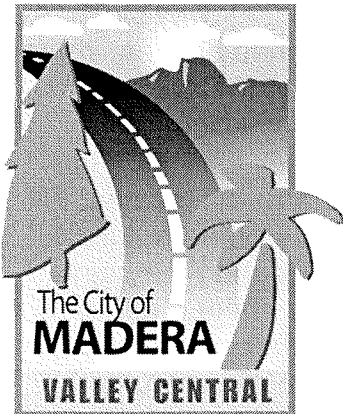
If signed by representative:

Representative's Name _____ Address _____

Telephone # _____

Relationship to Claimant _____

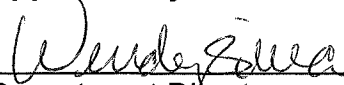
REPORT TO CITY COUNCIL




Council Meeting of September 6, 2017

Agenda Item Number B-7

Approved by:


Department Director


City Administrator

Consideration of a Minute Order Rejecting a Claim filed by Malcolm Gatz

RECOMMENDATION

It is recommended Council reject the claim filed by Malcolm Gatz. The City will send a rejection notice to Ms. Gatz.

HISTORY

A claim was filed on July 31, 2017 by Ms. Gatz. The claimant is alleging the City spilled a bucket of paint in the intersection of Cleveland Avenue and Gateway Drive, causing paint damage to the claimant's vehicle. The claimant is seeking \$580.18 in damages from the City for paint removal.

SITUATION

The claimant alleges on July 25, 2017, she was driving southbound on Gateway. She started out into the intersection and noticed a huge puddle of bright yellow paint in the roadway. The claimant assumed the paint fell off a truck. The claimant stated it was the same paint the City used to paint the lines and stripes on the roads. The claimant stated the lines were being freshly painted in that specific area, however, she didn't see the City spill and/or drop the paint. The vehicle in front of her vehicle drove through the paint. She tried to go around the paint but there was no way to avoid it because of the design of the intersection. The claimant indicated she didn't notice the paint on her vehicle until the next day. The claimant stated she went back to the same intersection the next day and the paint was already cleaned up. The claimant stated the paint splashed up into the tire well and along the bottom and rear of the right side of her vehicle. The claimant had the vehicle repaired at Silva's Auto Body, paying cash out of pocket as she didn't want to involve her insurance company.

Suzanne Johnson, AIMS, investigated the claim. She spoke with Bob Mack, Streets and Storm Drainage Operations Manager who advised Ms. Johnson the

Public Works Department received a call at 11:37a.m. on July 22, 2017 concerning paint in the intersection of Cleveland Avenue and Gateway Drive. At 11:38 a.m. a crew was dispatched to clean up the paint. Bob had no idea where the paint came from. However, he stated that it was not from any City crew. Ms. Johnson also spoke with Ricardo Valenzuela, City of Madera Public Works Maintenance Lead Worker. Mr. Valenzuela indicated when they arrived at the intersection they found a very visible puddle of paint in the lane. By the time the claimant arrived the paint had been spread on the roadway by other motorists. They had four trucks with hazard lights on. They pressured washed the paint from the street. They located a 5-gallon container on the side of the road from Home Depot. Mr. Valenzuela believes the bucket must have fallen off a vehicle and cracked open in the intersection when it hit the pavement. He estimated there was about 2 ½ gallons of paint in the roadway. The City does not purchase their striping paint from Home Depot.

Based on Ms. Johnson's investigation she found no evidence of negligence and/or liability on the part of the City. Ms. Johnson has recommended the claim be rejected. Staff concurs with her recommendation.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

Rejection of claims filed under Government Code §910 is 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.

CITY OF MADERA

CLAIM FORM

(Please Type Or Print)

RECEIVED

City of Madera City Clerk

By: DulvarazDate: 7/31/17CLAIM AGAINST City of Madera

(Name of Entity)

Claimant's name: Malcolm Ruiz Jr.Telephone Number (559) [REDACTED]SS#: [REDACTED]DOB: [REDACTED]Gender: Male ☐Female ☒Claimant's address: [REDACTED]

Address where notices about claim are to be sent, if different from above: _____

Date of incident/accident: 7/25/17Date injuries, damages, or losses were discovered: 7/26/17Location of incident/accident: Chama Lane, gate way intersectionWhat did entity or employee do to cause this loss, damage, or injury? Spilled Bucket ofYellow Paint

(Use back of this form or separate sheet if necessary to answer this question in detail.)

What are the names of the entity's employees who caused this injury, damage, or loss (if known)? UKWhat specific injuries, damages, or losses did claimant receive? \$80.18 - To Remove Paint

(Use back of this form or separate sheet if necessary to answer this question in detail.)

What amount of money is claimant seeking or, if the amount is in excess of \$10,000, which is the appropriate court of jurisdiction. Note: If Superior and Municipal Courts are consolidated, you must represent whether it is a "limited civil case" [see Government Code 910(f)] \$1580.18How was this amount calculated (please itemize)? Silva's Auto BodyEstimate Attached

(Use back of this form or separate sheet if necessary to answer this question in detail.)

Date Signed: 7/31/17Signature: Malcolm Ruiz Jr.

If signed by representative:

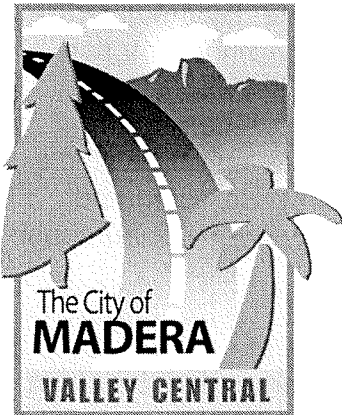
Representative's Name _____

Address _____

Telephone # _____

Relationship to Claimant _____

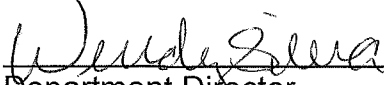
REPORT TO CITY COUNCIL

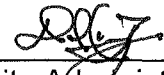


Council Meeting of September 6, 2017

Agenda Item Number B-8

Approved by:


Department Director


City Administrator

Consideration of a Minute Order Rejecting a Claim filed by Delila Bowles

RECOMMENDATION

It is recommended Council reject the claim filed by Delila Bowles. The City will send a rejection notice to Ms. Bowles.

HISTORY

A claim was filed on August 3, 2017 by Ms. Bowles. The claimant is alleging damage to her vehicle because of spilled paint being in the middle of the road at the intersection of Cleveland Avenue and Gateway Drive getting on her vehicle.

SITUATION

The claimant alleges that on August 3, 2017, she was driving southbound on Gateway in the left lane. She was the first car stopped for the signal light. She alleges she was barely moving when she drove over a large area of spilled yellow paint in the intersection. The claimant indicated she really could not have swerved to avoid the paint because of oncoming traffic. The claimant alleges it wasn't until the next morning her fiancé noticed there was paint on the passenger side of her 2017 Jeep Cherokee Laredo. She tried to clean the vehicle at the time and was able to get most of the paint off however they weren't able to get it all off. The claimant states she had an out of pocket expense of \$165.96 which she wants the City to reimburse her for.

Suzanne Johnson, AIMS, investigated the claim. She spoke with Bob Mack, Streets and Storm Drainage Operations Manager who advised Ms. Johnson the Public Works Department received a call at 11:37a.m. on July 22, 2017 concerning paint in the intersection of Cleveland Avenue and Gateway Drive. At 11:38 a.m. a crew was dispatched to clean up the paint. Bob had no idea where the paint came from. However, he stated that it was not from any City crew. Ms. Johnson also spoke with Ricardo Valenzuela, City of Madera Public Works

Maintenance Lead Worker. Mr. Valenzuela indicated when they arrived at the intersection they found a very visible puddle of paint in the lane. By the time the claimant arrived the paint had been spread on the roadway by other motorists. They had four trucks with hazard lights on. They pressured washed the paint from the street. They located a 5-gallon container on the side of the road from Home Depot. Mr. Valenzuela believes the bucket must have fallen off a vehicle and cracked open in the intersection when it hit the pavement. He estimated there was about 2 ½ gallons of paint in the roadway. The City does not purchase their striping paint from Home Depot.

Based on Ms. Johnson's investigation she found no evidence of negligence and/or liability on the part of the City. Ms. Johnson has recommended the claim be rejected. Staff concurs with her recommendation.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

Rejection of claims filed under Government Code §910 is 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.

CITY OF MADERA

CLAIM FORM

(Please Type Or Print)

RECEIVED

City of Madera City Clerk

By: DalvarezDate: 8/3/17CLAIM AGAINST City Of Madera
(Name of Entity)Claimant's name: Deila Bowies Telephone Number 559SS#: [REDACTED] DOB: [REDACTED] Gender: Male ☐ Female ☒Claimant's address: [REDACTED]

Address where notices about claim are to be sent, if different from above: _____

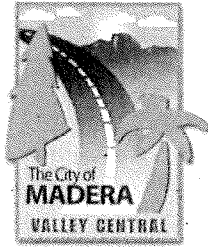
Date of incident/accident: 07/25/2017 @ about 4:50pmDate injuries, damages, or losses were discovered: 07/20/2017Location of incident/accident: W Cleveland and GatewayWhat did entity or employee do to cause this loss, damage, or injury? Spill paint in the middle of the road
(Use back of this form or separate sheet if necessary to answer this question in detail.)What are the names of the entity's employees who caused this injury, damage, or loss (if known)? unknownWhat specific injuries, damages, or losses did claimant receive? paint damage to car that was unable to wash off.
(Use back of this form or separate sheet if necessary to answer this question in detail.)What amount of money is claimant seeking or, if the amount is in excess of \$10,000, which is the appropriate court of jurisdiction. Note: If Superior and Municipal Courts are consolidated, you must represent whether it is a "limited civil case" [see Government Code 910(f)] \$1125.90How was this amount calculated (please itemize)? passenger side fender wheels Front (silencer) \$82.35, back (silencer) 100.60 plus tax
(Use back of this form or separate sheet if necessary to answer this question in detail.)Date Signed: 8/2/17 Signature: [Signature]

If signed by representative:

Representative's Name _____ Address _____


Telephone # _____

Relationship to Claimant _____



REPORT TO CITY COUNCIL

COUNCIL MEETING OF September 6, 2017
AGENDA ITEM NUMBER B- 9


PREPARED BY: Mary Anne Seay, Director
Parks & Community Services Department


APPROVED BY: David Tooley, City Administrator

SUBJECT: **CONSIDERATION OF A RESOLUTION APPROVING A CONSULTANT SERVICES AGREEMENT WITH MADERA UNIFIED SCHOOL DISTRICT (MUSD) FOR PARTIAL ADMINISTRATION OF THE DISTRICT'S ACADEMIC YEAR 2017-18 AFTER SCHOOL PROGRAM AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY**

RECOMMENDATION:

Staff recommends Council adopt the resolution approving a Consultant Services Agreement between the City and the Madera Unified School District for partial administration of the District's Academic Year 17-18 After School Program. Staff further recommends that Council authorize the Mayor to execute the Agreement on behalf of the City.

SUMMARY:

The City has entered into Consultant Services Agreements with Madera Unified School District (MUSD) to provide After School Programs (ASP) at sites throughout the District for more than three years. The City's Parks and Community Services (PCS) Department has successfully provided recreation, education and enrichment programs in the after school setting for three years and MUSD desires to enter into a similar Agreement for the upcoming 2017-18 academic school-year.

HISTORY:

During the fall of 2011, the MUSD Board of Education approved a plan to apply for State and Federal after school program grant resources. This action marked a change in the District's service delivery plan as the Madera County Office of Education previously operated the Club YES After School Program at all County school sites, including those on MUSD campuses.

Soon after making the decision to seek after-school resources on their own, District staff reached out to staff from the City's Parks and Community Services (PCS) Department to request assistance with the grants. MUSD staff also requested letters of support from the Madera City Council for two separate grant submittals. District staff attended Council Meetings in December of 2011 and November of 2012 to request these letters of support. Council agreed to support their efforts and letters were provided to the District after each request. The PCS Department has maintained our relationship with the District in hopes that the two agencies would work together to provide programs to youth during the critical after school hours. In June of 2012, the District was awarded with two after school grants, one from the Federal Government and one from the State of California.

The City and District did not immediately enter into an agreement as the timing of the grant awards coincided with significant budget cuts for the City. The cuts were so considerable that the reductions to staff made recruiting, hiring, and training staff for the ASP program an impossibility in 2012. During the 2013-14 school-year, the City and District worked in partnership to provide shared programs for youth at both City and District facilities. These programs, along with the initial support from staff and Council on the original grants, paved the way for the 2014-15 Agreement between the two agencies.

At the June 4, 2014 Regular Meeting of the City Council, a Consultant Services Agreement between the City and MUSD in the amount of \$221,500 was approved. The document represented a one-year Agreement in which MUSD agreed to pay the City to provide enrichment and recreation activities at 14 school sites during the critical after school hours. The District and the City entered into a similar Agreement for the 2015-16 school year also in the amount of \$221,500.

In preparation for building the Agreement for the 2016-17 school year, City staff was informed by MUSD leadership that their after-school funding was being reduced by the granting agencies for various reasons. PCS was impacted by this reduction. Additionally, increased costs for all parties to operate the program (largely related to changes to part-time employment law including minimum wage increases and the provision of sick leave to part-time staff) also impacted the bottom line of the contracted amount. Consequently, the 2016-17 Agreement with the City was reduced to \$147,000. This reduction in the value of the contract eliminated the City's after school programming at Mt. Vista High School and reduced services at each of the remaining 13 school-sites. While the District and City staff are recommending extending the partnership into the next school-year, the proposed reimbursement to the City for upcoming school-year is \$130,000 which is less than last year's Agreement by \$17,000. No specific reasons were cited for the reduction, but reductions to programs at Adams Elementary, Lincoln Elementary, Madera High, and Madera High South were noted.

FINANCIAL IMPACT:

In addition to covering the costs for part-time staff and equipment, this Consultant Services Agreement also allows for permanent staff time to be charged to the grant. Staff estimates that

the ASP program borne from this Agreement will relieve the General Fund by approximately \$60,000 - \$65,000 in the current Fiscal Year. While the recommended action provides General Fund relief in the form of cost allocation of the full-time staff who work to make this program come to fruition, the reduction in the amount of the contract reduces the relief to the General Fund. At budget adoption on July 5, 2017, Staff assumed a contract value of \$147,000 reducing the positive impact to the General Fund by approximately \$8,500.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The recommended actions support the following Vision Madera 2025 strategies:

- Action 305.4:** Expand youth service club and promote community services provided.
- Strategy 332:** Youth Services: Expand comprehensive services for Madera's youth, including employment opportunities, community activities, sports programs, performing arts and after-school programs.
- Strategy 334:** After School Programs: Develop after-school programs with emphasis on local cultures and their histories.
- Strategy 404:** Promote increased community wellness.
- Strategy 411:** Enhance and expand recreational activities available to Maderans.

RESOLUTION NO. 17 - _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING
A CONSULTANT SERVICES AGREEMENT WITH MADERA UNIFIED SCHOOL
DISTRICT (MUSD) FOR PARTIAL ADMINISTRATION OF THE DISTRICT'S
ACADEMIC YEAR 2017-18 AFTER SCHOOL PROGRAM AND AUTHORIZING
THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY**

WHEREAS, the youth of a community are known to be vulnerable to negative societal influences in the hours between the end of the school day and 6 pm; and

WHEREAS, Madera Unified School District has obtained funding to provide students the opportunity to attend structured and organized activities during these critical after-school hours; and

WHEREAS, MUSD is seeking consultants with expertise in recreation, enrichment and educational programming to provide staffing, curriculum and materials needed for the direct provision of after-school program activities; and

WHEREAS, the City's Parks and Community Services Department has the level of expertise necessary for provision of said programming; and

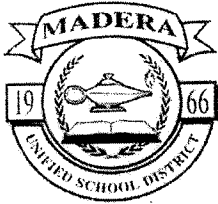
WHEREAS, MUSD has prepared an Agreement that specifies the responsibilities of the School District and the City in regard to provision by the City of after-school programming; and

WHEREAS, the Consultant Services Agreement is in the best interest of the public, the City and Madera Unified School District.

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

1. The above recitals are true and correct.
2. The Consultant Services Agreement with Madera Unified School District, a copy of which is on file in the office of the City Clerk and is referred to for more particulars, is hereby approved.
3. The Mayor is authorized to execute said Agreement on behalf of the City.
4. This resolution is effective immediately upon adoption.

* * * * *



MADERA UNIFIED SCHOOL DISTRICT

CONSULTANT SERVICES AGREEMENT

This agreement is made and entered into this 28th day of June 2017, by and between Madera Unified School District ("District") and The City of Madera ("Consultant").

1. Consultant agrees to provide the following specified services:

The City of Madera will assign staff to provide enrichment services to students in the Madera Unified School District Afterschool Program at thirteen (13) sites.

2. Term. The Consultant's services described in Paragraph 1 shall commence on September 7, 2017 and shall end on June 30, 2018 unless earlier terminated pursuant to Paragraph 8.

3. Payment. District agrees to pay Consultant as follows: A total of \$130,000 for services provided at the following sites: \$14,000 per site at Madera High, Madera South High; \$11,000 per site at Alpha Elementary, Berenda Elementary, Millview Elementary, Monroe Elementary, Nishimoto Elementary, Parkwood Elementary, Sierra Vista Elementary and Thomas Jefferson Middle School; \$4,000 for services at Adams Elementary; \$3,000 for services at Lincoln Elementary; and \$7,000 for services at Howard School. District will pay the City of Madera a total of \$27.35 per hour. This rate is a fully-burdened rate that covers site staff, administrative costs, and materials (not to exceed a total cost of \$6,963 across the 13 funded sites). Unless directed otherwise in writing by District, City shall not provide services in excess of allocated cost per site as listed above. Additional services and/or supplies can be provided to District at an additional rate. Supplies in excess of \$6,963 can be acquired at the City's cost plus 15% in administrative costs and staffing at the agreed upon fully-burdened rate of \$27.35/hour.

4. Payroll Forms. Consultant agrees to complete the District's consultant payroll form. Consultant agrees that failure to properly complete this form in a timely manner may result in nonpayment to consultant.

5. Independent Contractor Status. Consultant and any and all agents and employees of Consultant are agreed to be independent contractors in their performance under this Agreement and are not officers, employees, or agents of the District. Consultant shall retain the right to perform services for others during the term of this Agreement.

6. Indemnity.

General Liability. This section shall govern any liability incurred by one party through the fault of the other party.

District to Indemnify. The District shall defend, indemnify, and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any and all liability from loss, damage, or injury to property or persons, including wrongful death, to the extent arising out of or incident to any negligent acts, omissions, or willful misconduct of the District, its officials, officers, employees, agents, and volunteers arising out of or in connection with the District's performance of this Agreement, including without limitation the payment of reasonable attorney's fees.

City to Indemnify. The City shall defend, indemnify, and hold the District, its officials, officers, employees, agents, and volunteers free and harmless from any and all liability from loss, damage, or injury to property or persons, including wrongful death, to the extent arising out of or incident to any negligent acts, omissions, or willful misconduct of the City, its officials, officers, employees, agents, and volunteers arising out of or in connection with the City's performance of this Agreement, including without limitation the payment of reasonable attorney's fees.

7. Insurance. Consultant agrees to procure and maintain throughout the term of this Agreement a comprehensive general liability insurance policy to protect Consultant from damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from Consultant's responsibilities under this Agreement, whether such acts or omissions be by Consultant or anyone directly or indirectly employed by Consultant. This insurance shall name the District as additional insured and shall be written for not less than Two Million Dollars (\$2,000,000) per occurrence, Five Million (\$5,000,000) aggregated liability coverage and One Million Dollars (\$1,000,000) for property damage. A certificate of insurance shall be filed with the District and shall provide that no changes shall be made to such insurance without thirty (30) days prior written notice to the District.

8. Termination of Agreement. District and or Consultant may terminate this Agreement for any reason upon 30 days written notice. In the event of early termination, Consultant shall be paid for work performed to the date of termination. The District may then proceed with the work in any manner the district deems proper.

9. No Entitlement. Consultant agrees that it has no entitlement to any future contracts or work from District or to any employment or fringe benefits from the District.

10. Taxes. Payment to Consultant pursuant to this Agreement will be reported to federal and state taxing authorities as required on the IRS Form 1099. District will not withhold any money from compensation payable to Consultant. In particular, District will not withhold FICA (social security); state or federal unemployment insurance contributions; and/or state or federal income tax or disability insurance. Consultant is independently responsible for the payment of all applicable taxes.

11. Governing Law and Venue. This Agreement shall be governed by and construed only in accordance with the laws of the State of California. If any action is initiated involving the application or interpretation of this Agreement, venue shall only lie in the appropriate state court in Madera County or federal court in Fresno County, California.

12. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Consultant, the District and their respective successors and assignees.

13. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a Court of competent jurisdiction, such holdings shall not invalidate or render unenforceable any other provision of this Agreement.

14. Amendment. The terms of this Agreement shall not be amended in any manner whatsoever except by mutual written agreements signed by the parties.

15. Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no oral understandings, side agreements, representation or warranties, expressed or implied, not specified in this Agreement.

16. Licenses. Consultant represents that Consultant and all agents and employees of Consultant are licensed by the state of California, if applicable, to perform all the services required by this Agreement. Consultant will maintain all licenses in full force and effect during the term of this Agreement.

17. Compliance with Law. Consultant agrees to perform the services contemplated by this Agreement in a professional and a competent manner and in compliance with all local, state and federal laws, and regulations governing the service to be rendered pursuant to this Agreement.

18. Approvals. The parties agree that the effectiveness of the Agreement is contingent upon approval by the District's Board of Trustees and by the Madera City Council.

19. Equipment and Materials. Consultant shall provide all equipment, materials, and supplies necessary for the performance of this Agreement. This provision is negotiable as to the needs of specific children.

20. Non-discrimination. Consultant shall not engage in unlawful discrimination in the employment of persons because of race, color national origin, age, ancestry, religion, sex, marital status, medical condition, physical handicap, or other bias prohibited by state or federal law.

21. Copyright. Any product, whether in writing or maintained in any other form produced under this Agreement shall be the property of District. District shall have the right to secure a patent, trademark or copyright and the product or information may not be used in any manner without District's written permission.

22. In accordance with Education Code Section 39656, this contract is not valid or an enforceable obligation against the District until approved or ratified by motion of the Governing Board duly passed and adopted.

Madera Unified School District:

Superintendent of designee:

Superintendent

Title

(Signature)

Date:

8.24.17

Consultant:

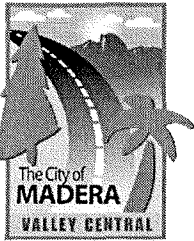
Name: City of Madera

Andrew J. Medellin – Mayor

(Signature)

Date:

Federal ID#



REPORT TO CITY COUNCIL

Approved by:



Department Director



City Administrator

Council Meeting of: Sept 6, 2017

Agenda Number: B-10

SUBJECT: CONSIDERATION OF A RESOLUTION DECLARING PROPERTY AS SURPLUS AND SALE OF UTILITY TRUCK #257 TO THE HOUSING AUTHORITY OF THE CITY OF MADERA

RECOMMENDATION:

Staff recommends Council approve surplus declaration and sale of utility truck #257, VIN# 1FTNF20L0XEE43370, to The Housing Authority of the City of Madera.

SUMMARY:

The City of Madera utility truck #257 has been replaced and is scheduled for surplus. The Housing Authority of the City of Madera has stated they have need of this type of vehicle and would like to purchase the vehicle.

DISCUSSION:

The City of Madera sells its equipment that has either been replaced or is no longer needed at public auction. The Housing Authority is in need of a utility truck that the City has replaced and has scheduled for surplus. Housing Authority would like to purchase it directly from the City at its fair market value, which staff approximates to be \$1,750. Purchase of the vehicle has been approved by The Housing Authority Board.

FINANCIAL IMPACT:

There is no impact to the General Fund or cost associated with the surplus and sale of the truck. Revenue of \$1,750 from the sale will be credited to account #20300000-4671 – Sale of Real and Personal Property, which is a Water Fund account.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Sale of surplus equipment is not addressed in the vision or action plans, and does not conflict with any of the actions or goals contained in the plan.

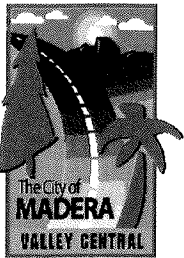
RESOLUTION NO. 17-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, DECLARING PROPERTY AS SURPLUS AND SALE OF
UTILITY TRUCK #257 TO THE HOUSING AUTHORITY OF THE CITY OF
MADERA**

WHEREAS, The City of Madera has determined that it is appropriate to declare as surplus unit #257 VIN# 1FTNF20L0XEE43370, and sell the vehicle to the Housing Authority of the City of Madera for the sale price of \$1750.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA does hereby find, order and resolve as follows:

1. The above recitals are true and correct.
2. Unit #257 is declared surplus
3. Unit #257 will be sold to The Housing Authority of the City of Madera for \$1,750
4. This Resolution takes effect immediately upon adoption.

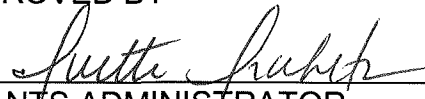


REPORT TO THE CITY COUNCIL

COUNCIL MEETING OF September 06, 2017

AGENDA ITEM NUMBER B-11

APPROVED BY


GRANTS ADMINISTRATOR


CITY ADMINISTRATOR

SUBJECT: CONSIDERATION OF A RESOLUTION AMENDING THE FISCAL YEAR 2017/18 ANNUAL BUDGET TO RECOGNIZE FOUR (4) GRANT AWARDS FROM FEDERAL TRANSIT ADMINISTRATION IN THE MADERA AREA EXPRESS - CAPITAL OUTLAY BUDGET TO PURCHASE NINE (9) NEW BUSES FOR DIAL-A-RIDE AND FIXED ROUTE TRANSIT SERVICES

RECOMMENDATION

Staff recommends Council approve a resolution to amend the budget for MAX and DAR Capital Outlay budgets to purchase nine (9) new buses for Transit Fixed Route and Dial-a-Ride transit services.

DISCUSSION

As part of planning and managing ongoing transportation projects and services, the City participates with Madera County Transportation Commission's Federal Transportation Improvement Program (FTIP). The FTIP program is a comprehensive transportation spending plan for the region that lists every transportation project that will receive federal funds and coordinates the apportionments of these federal funds so that local governments can use them for identified planned projects. These projects must be completed before the funds lapse (usually within 5 years). Additionally, as part of the planning, projects are very prescriptive; such as specifying the type of vehicles to purchase and their uses. The Madera County 2015 FTIP includes coordinating the purchase of nine (9) buses for the City of Madera Transit System; specifies the federal sources and the amounts available for this purpose as well as the local matching requirements. If funding is not utilized within specific timelines, the City risks losing the available federal dollars apportioned for these purposes.

As part of implementing the FTIP, in July 2014, the City was awarded a Federal Transit Administration (FTA) grant for Federal Fiscal Years (FFY) 2014 - 2018 which included \$385,000 to purchase three (3) new buses that will replace outdated buses in the current fleet, two (2) for its fixed route and one (1) for its Dial-a-Ride services. In addition, the Grants Department has submitted three FTA applications this current fiscal year for an additional \$1,139,000 in apportionments to support the purchase of six (6) additional buses through FFY 2019. As outlined in the FTIP, four (4) will be replacement buses, and two (2) will be added to the fleet to provide the transit system the added capacity for expanded fixed route service to Madera Community College Center, which is anticipated to launch service during this fiscal year. Under the recent Unmet Transit Needs Assessment process, expansion of fixed route service was identified as an unmet need which was deemed feasible to address. Expansion of transit services to the College have been under discussion/planning for quite some time. These funds give the City of Madera the tools to now respond accordingly and to fully implement what was planned under the adopted 2015 FTIP.

Currently the City's bus fleet consists of seventeen (17) Ford and Chevy cutaway buses procured between 2008 and 2014. A review of the City's past practices comparing cost-effective vehicle maintenance with a determination of when to place a bus out-of-service, shows an average vehicle life of 6.6 years before being placed out-of-service. Given this standard, seven (7) of the City's current fleet purchased in 2008 and 2009 are past due for being placed out-of-service. Fleet maintenance has done an excellent job of maintaining the vehicles in a state of good repair; however, these older buses are having more frequent unscheduled maintenance needs. Further, the condition of seats and interior amenities have deteriorated and will only become more costly to replace, not making it cost-effective for the useful life it adds to the vehicle.

To date, staff have received quotes from vendors for the buses, received ordering documents and permission to access the procurement process from CalACT. The City is a named participant in a Multiple Award Joint Procurement, RFP 15-03 as defined in the Federal Transit Administration's (FTA) Circular 4220.1F Chapter V, Part 4. The Procurement "Cooperative" is through the California Association for Coordinated Transportation (CalACT) with Morongo Basin Transit Authority (MBTA) as lead agency. The City has purchased buses through this Cooperative in the past and intends to do so through this procurement process again.

Staff will come back to Council at a future meeting to request approval for the purchase, and then execute an Assignment Agreement through CalACT to finalize the Purchase Order. Staff expects to initiate the actual purchases of the buses by P.O. Award Date. From that date, buses can take up to a year for delivery depending on type of vehicle and options ordered.

The chart below outlines the purchase plan for the nine new buses. It details the type of bus (new or replacement) being purchased, amount awarded to cover estimated cost and proposed milestones, including anticipated delivery date. The estimated costs assumes a maximum purchase cost, therefore staff anticipates that the budget for the purchase of

these buses will not exceed the grant budgets. Items in **bold** represent the \$385,000 in funds already awarded by FTA. New grant applications have been submitted for the remainder and will utilize pre-award authority, which is an option FTA provides to allow for the use of the funds before a final grant application has been fully executed.

City of Madera Transit Purchase Plan for Nine (9) Buses							
Cutaway Buses	No. of Buses	Grant Source and No.	Amount Awarded	Begin Establishing Quotes	P.O. Award Date	Initial Delivery Date	Final Delivery Date
Replacement MAX Bus	1	5339 #2016-3	199,000	8/1/2017	10/1/2017	10/1/2018	10/1/2018
Replacement MAX Bus	1		190,000	8/1/2017	10/1/2017	9/1/2018	10/1/2018
New MAX Buses for Service to Madera Community College	2	CMAQ-5307 #2017-1	330,000	9/1/2017	2/1/2018	9/1/2018	10/31/2018
Replacement MAX Buses	2	5307 #Z-193	270,000	9/1/2017	12/1/2017	9/1/2018	9/1/2018
Replacement DAR Bus	1		115,000	9/1/2017	12/1/2017	9/1/2018	9/1/2018
Replacement DAR Buses	2	5307 #2016-3	420,000	8/1/2017	9/30/2017	8/1/2018	11/1/2018
TOTAL	9		\$1,524,000				

FISCAL IMPACT

The recommended action will not have an impact on the General Fund. Recommended increase in revenue will offset the full cost and delivery of the buses.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

The purchase of nine new buses will most directly address **Strategy 121: Multi-modal transportation** - Develop a city-wide multi-modal transportation plan to ensure safe, affordable and convenient transportation modes for residents and businesses within Madera.

RESOLUTION NO. 17-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, AMENDING THE FISCAL YEAR 2017/18 ANNUAL BUDGET TO RECOGNIZE FOUR (4) GRANT AWARDS FROM FEDERAL TRANSIT ADMINISTRATION IN THE MADERA AREA EXPRESS - CAPITAL OUTLAY BUDGET TO PURCHASE NINE (9) NEW BUSES FOR DIAL-A-RIDE AND FIXED ROUTE TRANSIT SERVICES

WHEREAS, the Madera Area Express (MAX) operates as our community's public mass transportation system including maintaining a Transit Vehicle Inventory and Planning Document; and

WHEREAS, MAX includes a fleet of 17 vehicles placed into service between 2008 and 2014; and

WHEREAS, MAX past transit vehicle planning practice has identified a vehicle useful life of 6.6 years, indicating that seven of the current fleet vehicles are 7 years old or older and past due for replacement ; and

WHEREAS, a need for additional bus capacity was confirmed by Madera County Transportation Commission's 2017 Resolution identifying fixed route bus service to the Madera Community College Center as an unmet need that is reasonable to meet; and

WHEREAS, the FY 2017-2018 budget for org #21285490 Dial-A-Ride Capital Outlay and #21295500 MAX Capital Outlay does not provide for this project; and

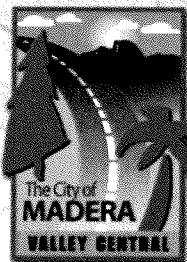
WHEREAS, the Grants Department has applied for \$1,524,000 in federal apportionment funds to support the purchase of new transit vehicles.

NOW THEREFORE, THE COUNCIL OF THE CITY OF MADERA does hereby find, resolve, and order:

1. The above recitals are true and correct.
2. The budget amendments for org #21285490 Dial-A-Ride Capital Outlay and #21295500 MAX Capital Outlay as contained in the attached Exhibit AA, a copy of which is on file with the Madera City Clerk and referred to for particulars, is hereby approved.
3. The City's Finance Director is directed to take all actions necessary to effectuate this budget amendment
4. This resolution shall be effective immediately upon adoption.

EXHIBIT AA
CITY OF MADERA
Appropriation Adjustment

<u>FUND</u>	<u>ACCOUNT NUMBER</u>	<u>DESCRIPTION</u>			
<u>Dial-A-Ride Capital Outlay - 2128</u>					
	5490-4423	Federal Grant 5307	385,000	-	
	5490-7000	Vehicle Exp. Only			385,000 +
<u>MAX Capital Outlay - 2129</u>					
	5500-4421	Grant - FTA Section 5339	750,000	-	
	5490-4423	Federal Grant 5307	389,000		
	5490-7000	Vehicle Exp. Only			1,139,000 +
Bus Aquisition Fund Totals			<u>1,524,000</u>		<u>1,524,000</u>



REPORT TO CITY COUNCIL

Approved By:

Department Director

City Administrator

Council Meeting of September 6, 2017
Agenda Item Number B-12

SUBJECT: CONSIDERATION OF A RESOLUTION RESCINDING RESOLUTION NO. 17-13 AND APPROVING THE AMENDED APPLICATION FOR TRANSPORTATION DEVELOPMENT ACT - LOCAL TRANSPORTATION FUNDS FOR FY 2016/17, AND AUTHORIZING THE CITY ENGINEER TO EXECUTE AND SUBMIT THE AMENDED APPLICATION TO THE MADERA COUNTY TRANSPORTATION COMMISSION

RECOMMENDATION:

That the City Council approves a resolution:

1. Rescinding Resolution No. 17-13 and Approving the Amended Applications for Transportation Development Act (TDA) - Local Transportation Fund (LTF) for FY 2016/17.
2. Authorizing the City Engineer to execute the amended application and submit it to the Madera County Transportation Commission (MCTC) for approval and adoption.

SUMMARY:

The Madera City Council approved Resolution No. 17-13 on February 1, 2017 amending the original application that includes the 2015-16 carryover balances, for the use of LTF as required by MCTC. This new Amendment is necessary to increase the funding for MAX and Dial-A-Ride Operations from \$387,814 to \$587,814, to allow for proper accounting of the City's claim for Transit Operations expenditures in FY 2016/17.

Engineering

205 W. Fourth Street • Madera, CA 93637 • TEL (559) 661-5418 • FAX (559) 675-6605

www.cityofmadera.ca.gov

DISCUSSION:

The City's transit program is primarily funded through external funding sources which are either strictly limited to the transit program or require that transit needs are funded as a priority before becoming available for other transportation related purposes. In some cases, these funding sources, referred to as "special revenues", are further limited to their ability to fund either operations or capital improvements, but not both. In general terms, operational costs are 50% funded through Federal Transit Administration dollars, matched by 50% "local" sources, usually in the form of STA (State Transit Assistance) and LTF (Local Transportation Fund). LTF funds are the most flexible of all these revenue sources, and dollars not used for transit are commonly used for a wide variety of transportation related projects in the City's Capital Improvement Program.

LTF fund applications are prepared for funds apportioned to the City of Madera, County of Madera and City of Chowchilla by the MCTC based on population pursuant to the Transportation Development Act (TDA). Changes to this application by the local agency can be made through an amended application at any time. The original application was prepared to reflect the proposed expenditures for the coming fiscal year using only the allocation of funds as were provided by MCTC in June, and as required by statute.

The amended LTF application currently under consideration would increase the amount for Transit Services by \$200,000 to allow for a proper accounting of operational expenses in FY 16/17. The appropriations approved as part of the transit program operations budget for FY 16/17 were not exceeded. There were no unexpected changes to the City's agreement with First Transit nor were there other substantive increases in cost. The additional LTF is needed because some of the local funds projected to be available to match Federal Transit Administration dollars for operational expenses did not become available. Staff has reviewed all revenue options available and has determined that the LTF source is the most prudent option to fill in the gap.

Ongoing reductions in certain special revenue funds, including State Transit Assistance, and increases in Transit operating expenditures of approximately 8-10% annually can be anticipated. Based on these factors, increases in the demand for LTF funding for Transit is expected moving forward unless transit expenses are reduced or revenue from other sources are increased. An increase in funding for MAX and Dial-A-Ride operations will result in a comparable decrease in available LTF funding for transportation related uses that include CIP projects and staffing support. Therefore, the potential exists that other transportation projects may be delayed, perhaps indefinitely, unless new funding sources can be identified.

The new distribution of LTF funds in the application consist of the following:

Transit services (MAX & DAR Operations)	\$ 587,814.00
Bike/Pedestrian Facilities	\$ 148,862.07
Transportation Planning	\$ 50,034.00
Street Maint./Bridge Routine Maint.	\$ 50,000.00
Annual Infrastructure Programs & Projects	<u>\$3,493,431.09</u>
TOTAL	\$4,330,141.16

FINANCIAL IMPACT:

The proposed MAX and Dial-A-Ride Operations adjustment will impact transportation funding. If the increase in MAX and Dial-A-Ride continues, it is estimated that the 5-year CIP will need to compensate for a loss of approximately \$1,000,000 to \$1,200,000. This amount may change if other funding sources are identified or a reduction in projects and programs is considered.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Action 126 – This project supports the strategy for providing clean attractive streets that are safe and aesthetically pleasing.

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

Including Sub-strategies:

121.1 – Provide needs assessment including all forms of transportation.

121.2 – Update the Master Transportation Plan.

121.11 - Investigate or delineate standards for enhanced transit facilities.

121.12 – Include expansion goals in Master Plan.

RESOLUTION NO. 17 - _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, RESCINDING RESOLUTION NO. 17-13 AND APPROVING THE AMENDED APPLICATION FOR TRANSPORTATION DEVELOPMENT ACT-LOCAL TRANSPORTATION FUND FOR FISCAL YEAR 2016/17, AND AUTHORIZING THE CITY ENGINEER TO EXECUTE AND SUBMIT THE APPLICATION TO MADERA COUNTY TRANSPORTATION COMMISSION

WHEREAS, the City Council approved Resolution No. 17-13 on February 1, 2017; and

WHEREAS, the Transportation Development Act (TDA), Local Transportation Fund (LTF) is annually allocated by the Madera County Transportation Commission (MCTC) pursuant to the Transportation Development Act; and

WHEREAS, the City of Madera prepares an application outlining the intended uses for the TDA-LTF each year and the application may be amended as needed; and

WHEREAS, the amended 2016/17 TDA-LTF application is submitted to the City Council for its consideration.

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. Resolution No. 17-13 approved on February 1, 2017 is hereby rescinded.
3. The Amended Application for Transportation Development Act-Local Transportation Fund for Fiscal Year 2016/2017 is approved.
4. The City Engineer is authorized to execute the Amended TDA-LTF Application and submit it to the MCTC for adoption.
5. The Director of Finance is authorized and directed to adjust the FY 16/17 Budget and funding revisions as approved by the MCTC.
6. This resolution is effective immediately upon adoption.

* * * * *

Date of Submission: _____

Fiscal Year Amend-2 2016-17 with 2015-16 Carryover Balance

City of Madera, 205 W. Fourth Street, Madera, CA 93637 - Keith B. Helmuth, City Engineer

FUNDING REQUEST:

1. Name of Service, Contractor:	<u>MAX, Dial-A-Ride, Intermodal</u>	\$ <u>587,814.00</u>
2. Name of Service, Contractor:	<u></u>	\$ <u></u>
3. Name of Service, Contractor:	<u></u>	\$ <u></u>
4. Name of Service, Contractor:	<u></u>	\$ <u></u>
5. Name of Service, Contractor:	<u></u>	\$ <u></u>
TOTAL:		\$ 587,814.00

1.		\$	148,862.07
2.		\$	
3.		\$	
TOTAL:		\$	148,862.07

<i>MCTC regional transportation planning</i> activities on behalf of member agencies (Circulation Studies, Traffic Counts, System Route Studies, Bike Lane Planning, General Data Collection, etc.)	\$ <u>50,034.00</u>
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<i>Local Agency transportation planning</i> activities (or Contracted Services)	\$
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<i>Additional planning</i> project or contracted transportation planning work	\$
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TOTAL:	\$	50,034.00
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TDA, Article 8 Funds Requested for Street Maintenance	\$ 50,000.00
TDA, Article 8, Other Road and Street Improvement Projects	\$ 3,493,431.09

TOTAL: \$ 3,543,431.09

GRAND TOTAL: \$ 4,330,141.16

The Standard Assurances Form has been attached to this application (initial here)

Submitted By:

Signature of Local Official, Title

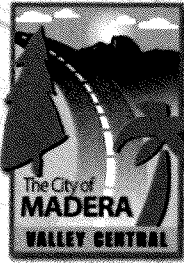
Date _____

Approved by MCTC:

Executive Director _____ Date _____

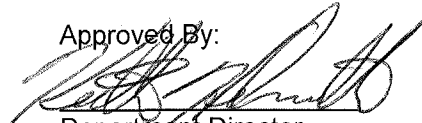
Note:

TDA funds may be used to cover actual expenses during the fiscal year of the application only. Should carryover funds occur, MCTC should be notified



REPORT TO CITY COUNCIL

Approved By:


Department Director


City Administrator

Council Meeting of September 6, 2017
Agenda Item Number B-13

SUBJECT: CONSIDERATION OF A RESOLUTION CONSENTING TO THE ASSIGNMENT OF THE AGREEMENT WITH RNL INTERPLAN, INC. FOR PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES TO THE CITY OF MADERA FOR CONSTRUCTION OF THE NEW TRANSIT OPERATIONS FACILITY PROJECT FROM "RNL INTERPLAN, INC." TO "STANTEC ARCHITECTURE INC."

RECOMMENDATION:

That the City Council approves Resolution No. 17-_____:

1. Approving the Assignment of the Agreement with RNL Interplan, Inc. to Stantec Architecture, Inc.
2. Authorizing the City Engineer to sign the consent letter prepared by Stantec Architecture, Inc.

SUMMARY:

The Agreement with RNL Interplan, Inc. for architectural and engineering design services to prepare construction plans and specifications for the New Transit Operations Facility and to provide construction administration services was approved by City Council on September 7, 2016. Stantec Architecture, Inc., (Stantec) has purchased the RNL Facilities Corporation, including RNL Interplan, Inc. (RNL) subsidiary. There will be no changes to the existing scope of the agreement, personnel at RNL or the delivery of our project due to this acquisition.

Engineering

205 W. Fourth Street • Madera, CA 93637 • TEL (559) 661-5418 • FAX (559) 675-6605

www.cityofmadera.ca.gov

DISCUSSION:

Stantec Architecture Inc. (Stantec) has purchased RNL Facilities Corporation and its subsidiaries which includes RNL Interplan Inc. (RNL). Stantec has requested that the City Engineer sign a consent letter for the assignment of the RNL Agreement to Stantec. The letter is attached hereto. Section 19 – Assignment with Approval in the Agreement allows a party to assign or transfer its rights with written consent of the other party.

There will be no changes to the content of the existing agreement and the scope of services, hourly rates and fee schedule will remain as originally approved with RNL.

Stantec is very large architectural and engineering firm and well known throughout the United States. It is confirmed that RNL staff will continue to develop the construction plans for the Transit Facility Project and will now have additional professional support, if needed, from Stantec. The project is currently at the 60% design stage.

Staff recommends that Council authorize the City Engineer to sign the attached letter, dated August 21, 2017.

FISCAL IMPACT:

There is no fiscal impact to the City's General Fund or the budget for the project due to the assignment of the agreement to Stantec. The project will be funded with Federal and State grant funds.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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

RESOLUTION NO. 17-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, CONSENTING TO THE ASSIGNMENT OF THE AGREEMENT WITH RNL INTERPLAN, INC. FOR PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES TO THE CITY OF MADERA FOR CONSTRUCTION OF THE NEW TRANSIT OPERATIONS FACILITY PROJECT FROM “RNL INTERPLAN, INC.” TO “STANTEC ARCHITECTURE, INC.”

WHEREAS, the City of Madera approved an agreement with RNL Interplan, Inc. on September 7, 2016, Resolution 16-142; and

WHEREAS, Stantec Architecture, Inc. has purchased RNL Facilities Corporation, including RNL Interplan, Inc.; and

WHEREAS, Stantec Architecture, Inc. has requested that the City Engineer sign a letter consenting to the assignment of the Agreement to Stantec Architecture, Inc.; and

WHEREAS, Stantec Architecture, Inc. has committed that RNL Interplan Inc. will continue to perform the necessary services specified in the existing agreement; and

WHEREAS, Stantec Architecture Inc. submitted a request for the City Engineer to sign the letter of consent to the assignment of the agreement with RNL Interplan, Inc. dated August 21, 2017 to Stantec Architecture Inc. a copy of which is on file in the Office of the City Clerk.

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

1. The above recitals are true and correct.
2. Stantec Architecture, Inc. submitted a request for approval to assign the existing agreement with RNL Interplan, Inc. to Stantec Architecture, Inc. per their letter dated August 21, 2017, a copy of which is on file in the Office of the City Clerk and referred to for particulars, is hereby approved.
3. The City Engineer is authorized to sign the letter of consent to the assignment, dated August 21, 2017.
4. This resolution is effective immediately upon adoption.

* * * * *



Stantec Architecture Inc.
523 West 6th Street Suite 1200, Los Angeles CA 90014

August 21, 2017
File: Project #4255

City of Madera
Attention: Keith B. Helmuth, P.E.
City Engineer
205 W. 4th Street
Madera, CA 93637

Dear Mr. Helmuth:

Reference: Agreement with RNL Interplan, Inc for Architectural & Engineering Services to the City of Madera for Construction of the New Transit Operations Facility Project

Please be informed that on July 28, 2017, Stantec Architecture Inc. ("**Stantec**") purchased all of the issued and outstanding shares of the capital stock of RNL Facilities Corporation and its wholly owned subsidiaries, RNL Design, Inc. and RNL Interplan, Inc. (collectively referred to as "**RNL**"), with the result that the ongoing business and affairs of RNL will be carried on through Stantec. Stantec will maintain RNL's present office locations with no interruption in operations or client services, and all future projects and operations will be transitioned to the Stantec name in the upcoming months. The Stantec community unites approximately 22,000 employees working in over 400 locations across six continents. Our work—architecture, interior design, landscape architecture, engineering, surveying, environmental sciences, project management, and project economics, from initial project concept and planning through design, construction, and commissioning—begins at the intersection of community, creativity, and client relationships. With a long-term commitment to the people and places we serve, Stantec has the unique ability to connect to projects on a personal level and advance the quality of life in communities across the globe. Stantec trades on the TSX and the NYSE under the symbol STN. Visit us at stantec.com or find us on social media.

Stantec's vision includes working with the best clients on the best projects and providing the best services. Accordingly, please be assured that the continuity of your current project will be unaffected by this new arrangement. The caliber of the personnel currently working on your project will not change and, except for the assignment requested herein, no other aspect will be affected.

Design with community in mind

Doing business as:
Stantec Architecture Inc.
For a list of our registered architects, please visit www.stantec.com/registeredarchitects

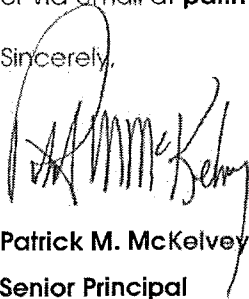


August 21, 2017
Page 2 of 2

**Reference: Agreement with RNL Interplan, Inc for Architectural & Engineering Services to the City of Madera
for Construction of the New Transit Operations Facility Project**

In this regard, we request your approval to assign all existing contracts in the name of **RNL Interplan, Inc.** to Stantec. Kindly indicate your consent to the request for assignment by returning a duplicate copy of this letter, executed on behalf of **client name** to **Patrick M. McKelvey** at the address above, or via email at **pat.mckelvey@rnldesign.com**.

Sincerely,

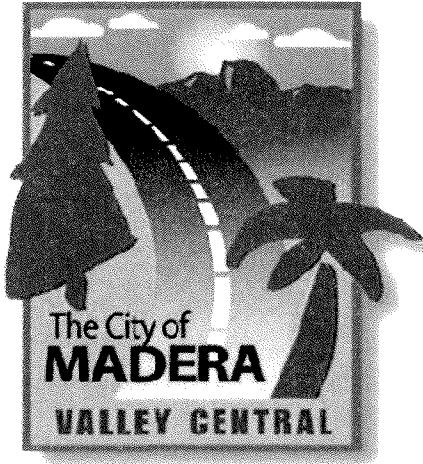


Patrick M. McKelvey, AIA, PQP
Senior Principal

The undersigned hereby consents to the assignment of the Contract noted above to Stantec Architecture, Inc. effective _____, 2017

Keith B. Helmuth, P.E.
City Engineer
City of Madera

Signature




REPORT TO CITY COUNCIL

MEETING DATE: September 6, 2017

AGENDA ITEM NUMBER: B-14

Approved By:


PUBLIC WORKS DIRECTOR


CITY ADMINISTRATOR

SUBJECT:

Consideration of a Resolution Amending the City of Madera FY 17/18 Budget to Designate Eligible Projects for SB 1 Road Maintenance and Rehabilitation Account Funding.

RECOMMENDATION:

It is recommended that the Council approve the proposed resolution which will amend the FY17/18 Budget to designate specific street segments to be included in a chip seal and apply asphalt rejuvenating treatment project and be eligible for funding from SB 1 Road Maintenance and Rehabilitation Account (RMRA).

SUMMARY:

In order for the City to be eligible to utilize \$377,571 of State RMRA Funding, the City must submit to the California Transportation Commission (CTC), before October, a list of eligible street maintenance projects adopted within its budget. The proposed project and the \$377,571 of RMRA revenue was included in the Budget; however, the program guidelines from the State which require that projects be described in a very specific manner were not finalized until after adoption of the City's budget in July. This amendment only adds narrative describing the project as required by the state, it does not change the amount of RMRA revenue (\$377,571) anticipated in the budget, nor does it change any other funding or appropriations that were approved for the project. This action will enable the City to be eligible to receive the funding, if it chooses to comply with other program provisions still being further refined by the State at this time. The recommended amendment does not constitute any further commitments by the City. Once the State has further clarified the remaining issues in the funding program, the Council can decide if the project should move forward with the RMRA funding.

BACKGROUND:

Senate Bill 1 (the Road Repair and Accountability Act of 2017) creates new funding known as the Road Maintenance and Rehabilitation Account (RMRA) that can be used for maintenance of local streets contingent on meeting certain guidelines and procedures. The City's allocation of funds for this year is \$377,571. Next year's allocation is estimated to be \$1,124,721. This year is smaller as the tax will not have been in place for an entire year.

RMRA local streets and roads allocations must be used for projects "that include, but are not limited to," the following:

- a. Road maintenance and rehabilitation
- b. Safety projects
- c. Railroad grade separations
- d. Traffic control devices

- e. Complete street components, “including active transportation purposes, pedestrian and bicycle safety projects, transit facilities, and drainage and storm water capture projects in conjunction with any other allowable project.”
- f. RMRA funds may also be used to satisfy a match requirement in order to obtain state or federal funds for eligible projects.

DISCUSSION:Proposed Project

The local street maintenance project being recommended by Staff is chip sealing and application of asphalt rejuvenating treatment (commonly referred to by the trade name of Reclamite). In the past, chip seal or Reclamite projects were accomplished with Measure T Supplemental funding. By budgeting the \$377,571 of RMRA funding towards the \$682,955 project, the corresponding Measure T funds were made available for routine street maintenance.

The locations of the streets being treated in the project are spread throughout the City. The locations were selected based on the condition of the streets and their suitability for the two types of maintenance treatments to effectively extend the pavement’s life. Specific sections of streets are described in the project descriptions included on Exhibit “AA” of the resolution.

Uncertain Funding Requirement – Maintenance of Effort (MOE)

The RMRA program contains a local agency maintenance of effort (MOE) requirement that applies to agencies receiving the funds. The authorizing legislation, SB1, states that the MOE requirement is to ensure that these new road funds do not supplant existing levels of city and county general fund revenue spending on streets and roads. The MOE requirement specifies that jurisdictions utilizing RMRA funds must maintain general fund spending for street, road, and highway purposes at no less than the average from 2009–10, 2010–11, and 2011–12.

At the time of the budget adoption, the City was unaware of any General Fund revenues being spent on streets between 2009 and 2012. More recently, with the development of the RMRA program guidelines, the State published an “estimate” of every jurisdiction’s MOE. The City of Madera’s published MOE was estimated at \$198,000. The basis for this figure has not been verified or confirmed. Program officials from the State are scheduled to meet with the City Finance Department later this month to discuss the basis of the MOE. This will occur before the State makes its final determination on the MOE numbers.

Future Council Actions

Once the MOE information is fully understood and clarification received on sources of funds that may be used as a local match, Staff will bring the item back to the City Council to determine if it wishes to expend funds if necessary to meet the MOE requirement. If the Council chooses to continue with the project, whether partially utilizing RMRA Funds or using only Measure T supplemental funds, a competitive bid process will be used to select a contractor to perform the work. The item will be brought back to the Council for award of a contract.

FINANCIAL IMPACT:

The proposed project expenditures and revenues are within the original budget for this year. This action does not have any immediate financial impact. It does not further commit the City to any new expenditures, it only preserves the City’s eligibility to receive the funds if it chooses to do so.

However, the new information about a Maintenance of Effort appears to be a requirement of the City’s General Fund Revenues, estimated at \$198,000, will have to be considered carefully once all the relevant

information is available. If the program requirement ultimately results in the need to appropriate funds to street maintenance activities, this could be a new significant impact on the General Fund.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

While the proposed action is not a specific action called for in the Plan, it is consistent with “Strategy 126 Clean, attractive streets: Expand or develop programs to create clean, safe and aesthetically pleasing streets.”

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA
AMENDING THE FY 2017/18 ANNUAL BUDGET TO DESIGNATE ELIGIBLE
PROJECTS FOR SB1 ROAD MAINTENANCE AND REHABILITATION
ACCOUNT FUNDING**

WHEREAS, the City Council previously adopted a City-wide budget for the 2017-18 fiscal year; and

WHEREAS, the States SB1 Road Maintenance and Rehabilitation Account (RMRA) Funding program requires specific project descriptions and designations not currently contained within the budget; and

WHEREAS, in order for the City to maintain its eligibility to receive RMRA funds already identified with the budget, the City must adopt a description of the projects designated by the City to be eligible to utilize RMRA Fund; and

WHEREAS, the City has determined that it is prudent to provide additional narrative information within the budget on the projects to fulfill the funding requirements and designate projects as being selected to utilize RMRA funds; and

WHEREAS, in order for the City to maintain its eligibility to receive RMRA funds already identified within the budget, the City must adopt a description of the projects designated by the City to be eligible to utilize RMRA Fund; and

WHEREAS, as list of said designated projects and description must be submitted to the California Transportation Commission prior to October 2017; and

WHEREAS, the proposed action will not change the balances of any Funds.

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

1. The above recitals are true and correct.
2. The City of Madera Streets Budget is hereby amended to include by reference the description of projects selected by the City to be eligible to as shown in Exhibit AA.
3. The City's Finance Department is directed to take all actions necessary to effectuate this budget amendment and is to submit said list to the California Transportation Commission.
4. This resolution is effective immediately upon adoption.

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EXHIBIT AA
City of Madera
Budget Amendment

City of Madera

Designated SB 1 Road Maintenance and Rehabilitation Account Funded Projects for FY 17/18

Spring 2018 Chip Seal Project:

The chip seal project is scheduled for construction in 2018 during the months of May through June, and will be applied to the streets listed below. It is estimated to extend the useful life of the pavement by 5 to 8 years.

6th. St.	From	<i>L St.</i>	<i>To</i>	<i>K St.</i>
6th. St.	From	<i>K St.</i>	<i>To</i>	<i>J St.</i>
6th. St.	From	<i>J St.</i>	<i>To</i>	<i>I St.</i>
6th. St.	From	<i>I St.</i>	<i>To</i>	<i>Freeway 99</i>
6th. St.	From	<i>H St.</i>	<i>To</i>	<i>G St.</i>
6th. St.	From	<i>G St.</i>	<i>To</i>	<i>Gateway</i>
7th St.	From	<i>L St</i>	<i>To</i>	<i>K St.</i>
7th St.	From	<i>K St</i>	<i>To</i>	<i>J St.</i>
7th St.	From	<i>J St.</i>	<i>To</i>	<i>I St.</i>
7th St.	From	<i>I St.</i>	<i>To</i>	<i>Freeway</i>
8th St.	From	<i>L St</i>	<i>To</i>	<i>K St.</i>
8th St.	From	<i>K St</i>	<i>To</i>	<i>J St.</i>
8th St.	From	<i>J St.</i>	<i>To</i>	<i>I St.</i>
8th St.	From	<i>I St.</i>	<i>To</i>	<i>Freeway</i>
9th St.	From	<i>K St.</i>	<i>To</i>	<i>J St.</i>
9th St.	From	<i>J St.</i>	<i>To</i>	<i>I St.</i>
9th St.	From	<i>I St.</i>	<i>To</i>	<i>end</i>
9th St.	From	<i>Lake</i>	<i>To</i>	<i>Vineyard</i>
Airport Drive	From	<i>Aviation</i>	<i>To</i>	<i>Yeager</i>
Airport Drive	From	<i>Airport Bldg.</i>	<i>To</i>	<i>Aviation</i>

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Alderwood Court	From	<i>Schnoor</i>	To	<i>Alderwood Ct.</i>
Ashlan Way	From	<i>D</i>	To	<i>Noreen</i>
Ashlan Way	From	<i>Noreen</i>	To	<i>Popoli</i>
Ashlan Way	From	<i>Popoli</i>	To	<i>Lucia</i>
Ashlan Way	From	<i>Lucia</i>	To	<i>Sonora</i>
Aspen Lane	From	<i>Cleveland</i>	To	<i>Meadowrest</i>
Aspen Lane	From	<i>Meadowrest</i>	To	<i>Beechwood</i>
Aspen Lane	From	<i>Beechwood</i>	To	<i>Grapewood</i>
Aspen Lane	From	<i>Grapewood</i>	To	<i>Plumwood</i>
Aspen Lane	From	<i>Plumwood</i>	To	<i>Foxglove</i>
Asti Court	From	<i>Asti Ct.</i>	To	<i>Lucia</i>
Austin Street	From	<i>Lincoln</i>	To	<i>Rush</i>
Austin Street	From	<i>Rush</i>	To	<i>Cleveland</i>
Beechwood Way	From	<i>Schnoor</i>	To	<i>Aspen</i>
Beechwood Way	From	<i>Aspen</i>	To	<i>Sundance</i>
Bend Street	From	<i>End</i>	To	<i>Tulare</i>
Calimyrna Avenue	From	<i>Cleveland</i>	To	<i>Mission</i>
Celeste Court	From	<i>Cleveland</i>	To	<i>Celeste Ct.</i>
Clark Street	From	<i>Tulare</i>	To	<i>Fresno</i>
Clark Street	From	<i>Fresno</i>	To	<i>Lake</i>
Clark Street	From	<i>Austin</i>	To	<i>D</i>
Clinton St.	From	<i>Lake St.</i>	To	<i>Vineyard</i>
Clinton St.	From	<i>Vineyard</i>	To	<i>Adelaide</i>
Clinton St.	From	<i>Adelaide</i>	To	<i>Lilly</i>

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Clinton St.	From	<i>Lilly</i>	To	<i>Malone</i>
Clinton St.	From	<i>Malone</i>	To	<i>Magnolia</i>
Clinton St.	From	<i>Magnolia</i>	To	<i>Millview</i>
Clinton St.	From	<i>Millview</i>	To	<i>Fig</i>
Colombard Dr.	From	<i>Pecan Ave.</i>	To	<i>Gary Ln.</i>
Colombard Dr.	From	<i>Gary Ln.</i>	To	<i>Madrid Ln.</i>
Concord	From	<i>Helena</i>	To	<i>Gary Ln.</i>
Concord	From	<i>Gary Ln.</i>	To	<i>Madrid</i>
Concord Ct.	From	<i>end</i>	To	<i>Gary Lane</i>
Cross	From	<i>Vineyard</i>	To	<i>Lilly</i>
Cross	From	<i>Lilly</i>	To	<i>Rose</i>
Cross	From	<i>Rose</i>	To	<i>Magnolia</i>
Cross	From	<i>Magnolia</i>	To	<i>Fig</i>
Crystal	From	<i>Strauss</i>	To	<i>Gary Ln.</i>
Cutting Street	From	<i>Lincoln</i>	To	<i>Rush</i>
Cutting Street	From	<i>Rush</i>	To	<i>Cleveland</i>
Cypress	From	<i>Maple</i>	To	<i>Oak</i>
Cypress	From	<i>Oak</i>	To	<i>Olive/Yosemite</i>
Davis Street	From	<i>Harding</i>	To	<i>Wilson</i>
Davis Street	From	<i>Wilson</i>	To	<i>Cleveland</i>
Davis Street	From	<i>Cleveland</i>	To	<i>Sherwood</i>
Diamond Way	From	<i>Strauss</i>	To	<i>Gary Lane</i>
Fig	From	<i>Clinton</i>	To	<i>Washington</i>
Fig	From	<i>Washington</i>	To	<i>Cross</i>

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Foster	From	Sunset	To	N. Park Dr.
Fountain Way	From	Sherwood	To	Wessmith
Fountain Way	From	Wessmith	To	Wrenwood
Fountain Way	From	Wrenwood	To	Robinwood
Foxglove Way	From	Schnoor	To	Pepper Tree
Foxglove Way	From	Pepper Tree	To	Aspen
Foxglove Way	From	Aspen	To	Sundance
Foxglove Way	From	Sundance	To	Granada
Fresno Street	From	Cleveland	To	Green Wy.
Fresno Street	From	Green Wy.	To	Sherwood
Fresno Street	From	Sherwood	To	Wessmith
Fresno Street	From	Wessmith	To	Ashlan
Fresno Street	From	Ashlan	To	Clark
Gabriel Way	From	Popoli	To	Lucia
Gary Ln.	From	Monterey	To	Concord
Gary Ln.	From	Concord	To	Seneca Dr.
Gary Ln.	From	Seneca Dr.	To	Colombard Dr.
Gary Ln.	From	Colombard Dr.	To	Hwy 145
Gary Ln.	From	Hwy 145	To	Diamond Way
Gary Ln.	From	Diamond Way	To	Majestic Ct.
Gary Ln.	From	Majestic Ct.	To	Crystal Way
Gary Ln.	From	Crystal Way	To	Emily Way
Gary Ln.	From	Emily Way	To	Barnett Way
Gill	From	Pine	To	Noble

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Golden State Blvd.	From	Ave. 17	To	City Limts (N)
Granada Drive	From	Cleveland	To	Foxglove
Grapewood Ct.	From	Aspen	To	Grapewood Ct.
Grapewood Way	From	Aspen	To	Sundance
Green Way	From	Merced	To	Rogers
Green Way	From	Rogers	To	Fresno
Green Way	From	Fresno	To	Lake
Grove	From	Maple	To	Oak
Grove	From	Oak	To	Olive Ave.
Harding Street	From	End	To	Davis
Harding Street	From	Owens	To	Sharon
Helena	From	Monterey	To	Concord
Helena	From	Concord	To	Seneca Dr.
Ironwood Way	From	Schnoor	To	Pepper Tree
J St.	From	9th St.	To	8th St.
J St.	From	8th St.	To	7th St.
J St.	From	7th St.	To	6th St.
J St.	From	6th St.	To	Yosemite
K St.	From	Olive Ave.	To	9th St.
K St.	From	9th St.	To	8th St.
K St.	From	8th St.	To	7th St.
K St.	From	7th St.	To	6th St.
K St.	From	6th St.	To	Yosemite
Kadota Avenue	From	Cleveland	To	Mission

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Kern Street	From	Wrenwood	To	Robinwood
Lake St.	From	Sunrise	To	Moore
Lake St.	From	Moore	To	9th St.
Lake St.	From	9th St.	To	Clinton
Lilly St.	From	Clinton	To	Washington
Lilly St.	From	Washington	To	Cross
Lincoln	From	Sharon	To	Davis
Lincoln	From	Davis	To	Sonora
Lincoln	From	Sonora	To	Columbia
Lincoln	From	Columbia	To	Sierra
Lincoln	From	Sierra	To	D St.
Lucia Street	From	Pescara	To	Renee
Lucia Street	From	Renee	To	Ashlan
Lucia Street	From	Gabriel	To	Asti Ct.
Lucia Street	From	Asti Ct.	To	Lynn Way
Madrid Ln.	From	Monterey	To	Concord
Madrid Ln.	From	Concord	To	Seneca Dr.
Madrid Ln.	From	Seneca Dr.	To	Colombard Dr.
Magnolia	From	Clinton	To	Washington
Magnolia	From	Washington	To	Cross
Magnolia	From	Cross	To	6th St.
Magnolia	From	6th St.	To	Hwy 145
Majestic Ct.	From	end	To	Gary Ln.
Malone	From	Clinton	To	Washington

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Malta Avenue	From	<i>Cleveland</i>	To	<i>Mission</i>
Maple	From	<i>Pine</i>	To	<i>Cypress</i>
Maple	From	<i>Cypress</i>	To	<i>Park</i>
Maple	From	<i>Park</i>	To	<i>Grove</i>
Meadowrest Way	From	<i>Aspen</i>	To	<i>Sundance</i>
Merced Street	From	<i>Cleveland</i>	To	<i>Green Wy.</i>
Merced Street	From	<i>Green Wy.</i>	To	<i>Sherwood</i>
Merced Street	From	<i>Sherwood</i>	To	<i>Wessmith</i>
Merced Street	From	<i>Wessmith</i>	To	<i>End</i>
Mission Ave	From	<i>End</i>	To	<i>Malta</i>
Mission Ave	From	<i>Malta</i>	To	<i>Calimyrna</i>
Mission Ave	From	<i>Calimyrna</i>	To	<i>Kadota</i>
Mission Ave	From	<i>Kadota</i>	To	<i>Tulare</i>
Moore	From	<i>Lake</i>	To	<i>Vineyard</i>
Nicola Street	From	<i>Sherwood</i>	To	<i>Pescara</i>
Noble	From	<i>Gill</i>	To	<i>Maple</i>
Noreen Street	From	<i>Pescara</i>	To	<i>Renee</i>
Noreen Street	From	<i>Renee</i>	To	<i>Ashlan</i>
Noreen Street	From	<i>Ashlan</i>	To	<i>Ashlan</i>
Noreen Street	From	<i>Ashlan</i>	To	<i>Asti</i>
Noreen Street	From	<i>Asti</i>	To	<i>Lynn</i>
Oak St	From	<i>Pine</i>	To	<i>Cypress</i>
Oak St	From	<i>Cypress</i>	To	<i>Park</i>
Oak St	From	<i>Park</i>	To	<i>Grove</i>

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Park	From	<i>Maple</i>	To	<i>Oak</i>
Park	From	<i>Oak</i>	To	<i>Olive Ave.</i>
Pepper Tree Lane	From	<i>Ironwood</i>	To	<i>Foxglove</i>
Pescara Way	From	<i>Noreen</i>	To	<i>Lucia</i>
Pine	From	<i>Foster</i>	To	<i>De Cesari</i>
Pine	From	<i>De Cesari</i>	To	<i>Roberts</i>
Pine	From	<i>Roberts</i>	To	<i>Roberts</i>
Plumwood Way	From	<i>Aspen</i>	To	<i>Sundance</i>
Popoli Street	From	<i>Ashlan</i>	To	<i>Gabriel</i>
Ramona	From	<i>Washington</i>	To	<i>Cross</i>
Renee Way	From	<i>Noreen</i>	To	<i>Lucia</i>
Robinwood Way	From	<i>Fountain</i>	To	<i>Kern</i>
Rogers Street	From	<i>Cleveland</i>	To	<i>Green Way</i>
Rogers Street	From	<i>Green Wy.</i>	To	<i>Sherwood</i>
Rogers Street	From	<i>Sherwood</i>	To	<i>Wessmith</i>
Rogers Street	From	<i>Wessmith</i>	To	<i>Ashlan</i>
Rogers Street	From	<i>Ashlan</i>	To	<i>End</i>
Rose	From	<i>Cross</i>	To	<i>Washington</i>
Rush Street	From	<i>Dellavalle</i>	To	<i>Nebraska</i>
Rush Street	From	<i>Nebraska</i>	To	<i>D</i>
Seneca Dr.	From	<i>Pecan Dr.</i>	To	<i>Helena</i>
Seneca Dr.	From	<i>Helena</i>	To	<i>Gary Ln.</i>
Seneca Dr.	From	<i>Gary Ln.</i>	To	<i>Madrid Ln.</i>
Shannon Ave.	From	<i>Sunset</i>	To	<i>Venturi</i>

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Shannon Ave.	From	<i>Venturi</i>	To	<i>Lighthouse Dr.</i>
Sharon	From	<i>Lincoln</i>	To	<i>Riverside Dr.</i>
Sherwood Way	From	<i>Fountain</i>	To	<i>Tulare</i>
Sherwood Way	From	<i>Merced</i>	To	<i>Rogers</i>
Sherwood Way	From	<i>Rogers</i>	To	<i>Fresno</i>
Sherwood Way	From	<i>Fresno</i>	To	<i>Lake</i>
Strauss	From	<i>Diamond Way</i>	To	<i>Crystal Way</i>
Strauss	From	<i>Crystal Way</i>	To	<i>end</i>
Sundance Avenue	From	<i>Cleveland</i>	To	<i>Meadowrest</i>
Sundance Avenue	From	<i>Meadowrest</i>	To	<i>Beechwood</i>
Sundance Avenue	From	<i>Beechwood</i>	To	<i>Grapewood</i>
Sundance Avenue	From	<i>Grapewood</i>	To	<i>Plumwood</i>
Sundance Avenue	From	<i>Plumwood</i>	To	<i>Foxglove</i>
Tulare Street	From	<i>Cleveland</i>	To	<i>Mission</i>
Tulare Street	From	<i>Mission</i>	To	<i>Bend</i>
Tulare Street	From	<i>Bend</i>	To	<i>Sherwood</i>
Tulare Street	From	<i>Sherwood</i>	To	<i>Wessmith</i>
Tulare Street	From	<i>Wessmith</i>	To	<i>Wessmith</i>
Tulare Street	From	<i>Wessmith</i>	To	<i>Wrenwood</i>
Tulare Street	From	<i>Wrenwood</i>	To	<i>Clark</i>
Tulare Street	From	<i>Clark</i>	To	<i>Kennedy</i>
Vineyard	From	<i>Sunrise</i>	To	<i>Moore</i>
Vineyard	From	<i>Moore</i>	To	<i>9th St.</i>
Vineyard	From	<i>9th St.</i>	To	<i>Clinton</i>

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Vineyard	From	<i>Clinton</i>	To	<i>Washington</i>
Vineyard	From	<i>Washington</i>	To	<i>Cross</i>
Vineyard	From	<i>Cross</i>	To	<i>6th St.</i>
Washington	From	<i>Vineyard</i>	To	<i>Lilly</i>
Washington	From	<i>Lilly</i>	To	<i>Malone</i>
Washington	From	<i>Malone</i>	To	<i>Rose</i>
Washington	From	<i>Rose</i>	To	<i>Magnolia</i>
Washington	From	<i>Magnolia</i>	To	<i>Washington Ct.</i>
Washington	From	<i>Washington Ct.</i>	To	<i>Ramona</i>
Washington	From	<i>Ramona</i>	To	<i>Fig</i>
Washington Ct.	From	<i>end</i>	To	<i>Washington</i>
Wessmith Way	From	<i>Barcelona Way</i>	To	<i>Fountain</i>
Wessmith Way	From	<i>Fountain</i>	To	<i>Tulare</i>
Wilson Avenue	From	<i>End</i>	To	<i>Davis</i>
Wilson Avenue	From	<i>Davis</i>	To	<i>Owens</i>
Wilson Avenue	From	<i>Owens</i>	To	<i>Sharon</i>
Wrenwood Way	From	<i>Fountain</i>	To	<i>Kern</i>
Wrenwood Way	From	<i>Kern</i>	To	<i>Tulare</i>

Spring 2018 Asphalt Rejuvenation Treatment Project:

The asphalt rejuvenation treatment project is scheduled for construction in 2018 during the months of May through June, and will be applied to the streets listed below. It is estimated to extend the useful life of the pavement by approximately five years.

Adams Ave.	From	<i>Kennedy</i>	To	<i>Tyler</i>
Almond Ave.	From	<i>Knox</i>	To	<i>Papaya St</i>

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Almond Ave.	From	<i>Papaya St</i>	To	<i>Pear St.</i>
Almond Ave.	From	<i>Pear St.</i>	To	<i>Blueberry Ln</i>
Almond Ave.	From	<i>Blueberry Ln</i>	To	<i>Mandarin St</i>
Almond Ave.	From	<i>Mandarin</i>	To	<i>Tozer</i>
Amy Avenue	From	<i>Lacreta</i>	To	<i>Kathryn Ave.</i>
Anna Ave.	From	<i>Kathryn Ave.</i>	To	<i>Carmen Ave.</i>
Apple Ct.	From	<i>Hacienda</i>	To	<i>To End</i>
Apple St.	From	<i>Hacienda</i>	To	<i>Pear St.</i>
Apple Tree Ct	From	<i>Peach Tree Dr</i>	To	<i>end</i>
Apple Tree Dr	From	<i>Berry Dr</i>	To	<i>Toschi Dr</i>
Apple Tree Dr	From	<i>Toschi Dr</i>	To	<i>S Granada Dr</i>
Arbella	From	<i>Los Cerritos</i>	To	<i>Knox</i>
Arbella	From	<i>Knox</i>	To	<i>Mariposa</i>
Arbella	From	<i>Mariposa</i>	To	<i>Monarch</i>
Arbella	From	<i>Monarch</i>	To	<i>Bridge Way</i>
Aries Ct.	From	<i>End</i>	To	<i>Glenville Ave.</i>
Ashbury Ave.	From	<i>End</i>	To	<i>Glenville Ave.</i>
Ashbury Ave.	From	<i>Glenville Ave.</i>	To	<i>Glade Ave.</i>
Ashlan Way	From	<i>Rogers</i>	To	<i>Fresno</i>
Ashlan Way	From	<i>Fresno</i>	To	<i>Lake</i>
Ashlan Way	From	<i>Lake</i>	To	<i>Austin</i>
Austin	From	<i>Lincoln</i>	To	<i>South</i>
Aviation Drive	From	<i>Condor</i>	To	<i>Falcon</i>
Bay View Dr.	From	<i>Mainberry Dr.</i>	To	<i>Sand Dollar Ct.</i>

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Bay View Dr.	From	<i>Sand Dollar Ct.</i>	To	<i>Harbor Dr.</i>
Berry Dr.	From	<i>Pear Tree Dr</i>	To	<i>Peanut Dr</i>
Berry Dr.	From	<i>Peanut Dr</i>	To	<i>Apple Tree Dr</i>
Berry Dr.	From	<i>Apple Tree Dr</i>	To	<i>Orange Tree Dr</i>
Berry Dr.	From	<i>Orange Tree Dr</i>	To	<i>Cherry Tree Dr</i>
Blueberry Ln	From	<i>Almond Ave.</i>	To	<i>Mandarin St</i>
Bridge Way	From	<i>Arbella</i>	To	<i>Trail Way</i>
Bridge Way	From	<i>Trail Way</i>	To	<i>Dome</i>
Briquel Ave.	From	<i>Carmen</i>	To	<i>La Jolla</i>
Carmen Ave.	From	<i>Merced</i>	To	<i>Briquel</i>
Carmen Ave.	From	<i>Briquel</i>	To	<i>Anna</i>
Carmen Ave.	From	<i>Anna</i>	To	<i>Jericho Dr.</i>
Carmen Ave.	From	<i>Jerich Dr.</i>	To	<i>End</i>
Cherry St.	From	<i>Pear St.</i>	To	<i>Knox</i>
Cherry Tree Dr	From	<i>Berry Dr</i>	To	<i>Toschi Dr</i>
Cherry Tree Dr	From	<i>Toschi Dr</i>	To	<i>S Granada Dr</i>
Cherry Tree Ln	From	<i>Hazelnut Ln</i>	To	<i>Peach Tree Dr</i>
Cherry Tree Ln	From	<i>Peach Tree Dr</i>	To	<i>end</i>
Chianti Ave.	From	<i>Timberline Dr.</i>	To	<i>Double Tree Way</i>
Chianti Ave.	From	<i>Double Tree Way</i>	To	<i>Wolftrap</i>
Coconut St	From	<i>Persimmon</i>	To	<i>Hacienda</i>
Common Way	From	<i>Westberry Blvd.</i>	To	<i>Glenville Ave.</i>
Condor	From	<i>Kennedy (16)</i>	To	<i>Aviation</i>
Coolidge St.	From	<i>Tyler</i>	To	<i>Hoover</i>

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Coolidge St.	From	<i>Pierce</i>	To	<i>Eisenhower</i>
Dome	From	<i>Bridge Way</i>	To	<i>Monarch</i>
Dome	From	<i>Monarch</i>	To	<i>Mariposa</i>
Double Tree Way	From	<i>Chianti Ave</i>	To	<i>Almond</i>
Drysdale	From	<i>Kolfax</i>	To	<i>Podres</i>
Drysdale	From	<i>Podes</i>	To	<i>Sunrise</i>
Eisenhower	From	<i>Madison</i>	To	<i>Monroe</i>
Eisenhower	From	<i>Monroe</i>	To	<i>Coolidge</i>
Eisenhower	From	<i>Coolidge</i>	To	<i>Truman</i>
El Monte	From	<i>Fair Oak</i>	To	<i>Stadium</i>
Elm	From	<i>Sante Fe</i>	To	<i>South Transition</i>
Express Ct.	From	<i>End</i>	To	<i>Glade Ave.</i>
Fair Oak	From	<i>Gamay</i>	To	<i>El Monte</i>
Fairfield Way	From	<i>Westberry Blvd.</i>	To	<i>Larrete Ave.</i>
Fairfield Way	From	<i>Larrete Ave.</i>	To	<i>Penny Way</i>
Fairfield Way	From	<i>Penny Way</i>	To	<i>Tiburon Way</i>
Fairfield Way	From	<i>Tiburon Way</i>	To	<i>Kenton Way</i>
Fairfield Way	From	<i>Kenton Way</i>	To	<i>Hillsboro Ave.</i>
Fairview	From	<i>National Ave.</i>	To	<i>Sunset</i>
Fairway Ave.	From	<i>Westberry Blvd.</i>	To	<i>Larrete Ave.</i>
Fairway Ave.	From	<i>Larrete Ave.</i>	To	<i>Penny Way</i>
Fairway Ave.	From	<i>Penny Way</i>	To	<i>Mandana Way</i>
Fairway Ave.	From	<i>Mandana Way</i>	To	<i>Hillsboro Ave.</i>
Falcon Drive	From	<i>Aviation</i>	To	<i>Yeager (1/2)</i>

EXHIBIT AA
City of Madera
Budget Amendment

Forum Way	From	<i>Westberry Blvd.</i>	To	<i>Glenville Ave.</i>
Gamay Ave.	From	<i>Fair Oak</i>	To	<i>Stadium</i>
Glade Ave.	From	<i>West Cleveland</i>	To	<i>Ashbury Ave.</i>
Glade Ave.	From	<i>Ashbury Ave.</i>	To	<i>Express Ct.</i>
Glade Ave.	From	<i>Express Ct.</i>	To	<i>Hillsboro Ave.</i>
Glade Ave.	From	<i>Hillsboro Ave.</i>	To	<i>Steven Lane</i>
Glade Ave.	From	<i>Steven Lane</i>	To	<i>Marie Dr.</i>
Glenville Ave.	From	<i>Ashbury Ave.</i>	To	<i>Common Way</i>
Glenville Ave.	From	<i>Common Way</i>	To	<i>Forum Way</i>
Glenville Ave.	From	<i>Forum Way</i>	To	<i>Aries Ct.</i>
Glenville Ave.	From	<i>Aries Ct.</i>	To	<i>Hillsboro Ave.</i>
Granada Drive	From	<i>Foxglove</i>	To	<i>Kennedy</i>
Grape St.	From	<i>Papaya St.</i>	To	<i>Kiwi St</i>
Hacienda St	From	<i>Apple St</i>	To	<i>Pomergranate St</i>
Hacienda St	From	<i>Pomergranate St</i>	To	<i>Coconut St</i>
Hampton	From	<i>Hillsboro Ave.</i>	To	<i>Kenton Way</i>
Hampton	From	<i>Kenton Way</i>	To	<i>Tiburon Way</i>
Hampton	From	<i>Tiburon Way</i>	To	<i>End</i>
Harbor Dr.	From	<i>Bay View Dr.</i>	To	<i>Lighthouse Dr.</i>
Hazelnut Ln.	From	<i>Cherry Tree Ln</i>	To	<i>Pear Tree Dr</i>
Hazelnut Ln.	From	<i>Pear Tree Dr</i>	To	<i>Almond Ave</i>
Hillsboro Ave.	From	<i>Glade Ave.</i>	To	<i>Glenville Ave.</i>
Hillsboro Ave.	From	<i>Glenville Ave.</i>	To	<i>Fairway Ave.</i>
Hillsboro Ave.	From	<i>Fairway Ave.</i>	To	<i>Mateo</i>

EXHIBIT AA
City of Madera
Budget Amendment

Hillsboro Ave.	From	<i>Mateo</i>	To	<i>Fairfield</i>
Hillsboro Ave.	From	<i>Fairfield</i>	To	<i>Hampton</i>
Hollow Ave.	From	<i>Westberry Blvd.</i>	To	<i>Tiburon</i>
Hoover Ave.	From	<i>Madison</i>	To	<i>Monroe</i>
Hoover Ave.	From	<i>Moroe</i>	To	<i>Coolidge</i>
Hoover Ave.	From	<i>Coolidge</i>	To	<i>Truman</i>
Jaden Ct.	From	<i>Salvador Way</i>	To	<i>End</i>
Jericho Drive	From	<i>Lacreta Ave.</i>	To	<i>Michoacan</i>
Jericho Drive	From	<i>Michoacan</i>	To	<i>Josephine</i>
Josephine Ave	From	<i>Jericho</i>	To	<i>Salvador Way</i>
Josephine Ave	From	<i>Salvador Way</i>	To	<i>Madison</i>
Josephine Ct.	From	<i>End</i>	To	<i>Jericho</i>
Kathryn Ave.	From	<i>End</i>	To	<i>Amy Ave.</i>
Kathryn Ave.	From	<i>Amy Ave.</i>	To	<i>Anna Ave.</i>
Kathryn Ave.	From	<i>Anna Ave.</i>	To	<i>End</i>
Kenton Way	From	<i>Hampton Dr.</i>	To	<i>Fairfield</i>
Kiwi St	From	<i>Grape St</i>	To	<i>Pear St</i>
Kiwi St	From	<i>Pear St</i>	To	<i>Almond Ave.</i>
Kiwi St	From	<i>Almond</i>	To	<i>Manderine</i>
Knox	From	<i>Tozer</i>	To	<i>Almond Ave.</i>
Knox	From	<i>Almond</i>	To	<i>Nectarine</i>
Knox	From	<i>Nectarine</i>	To	<i>Pomergranate St</i>
Knox	From	<i>Pomergranate</i>	To	<i>Cherry St</i>
Knox	From	<i>Cherry St.</i>	To	<i>Los Arcos</i>

EXHIBIT AA
City of Madera
Budget Amendment

Koufax	From	<i>Lilly</i>	To	<i>Drysdale</i>
La Jolla	From	<i>Briquel</i>	To	<i>Talise</i>
La Jolla	From	<i>Talise</i>	To	<i>Zapata</i>
La Jolla	From	<i>Zapata</i>	To	<i>Salvador Way</i>
La Jolla Ct.	From	<i>End</i>	To	<i>Briquel Ave.</i>
Lacreta Avenue	From	<i>Dominguez</i>	To	<i>Jesse</i>
Lacreta Avenue	From	<i>Jessie</i>	To	<i>Amy</i>
Lacreta Avenue	From	<i>Amy</i>	To	<i>Merced</i>
Larrete Av.	From	<i>Fairfield</i>	To	<i>Fairway</i>
Lemon Tree Dr.	From	<i>Almond Ave.</i>	To	<i>Pear Tree Dr</i>
Lighthouse Ct.	From	<i>Mainberry</i>	To	<i>End</i>
Lighthouse Dr.	From	<i>Mainberry</i>	To	<i>Harbor Dr.</i>
Lighthouse Dr.	From	<i>Harbor Dr.</i>	To	<i>Shannon</i>
Lilly	From	<i>Clinton</i>	To	<i>Sawmill</i>
Lilly	From	<i>Sawmill</i>	To	<i>Kolfax</i>
Lilly	From	<i>Koufax</i>	To	<i>Sunrise</i>
Lincoln	From	<i>Austin</i>	To	<i>Cutting</i>
Lincoln	From	<i>Cutting</i>	To	<i>Bloker</i>
Lincoln	From	<i>Bloker</i>	To	<i>Lake</i>
Los Cerritos Way	From	<i>Arbella</i>	To	<i>Oso Dr</i>
Madison Dr.	From	<i>Tyler</i>	To	<i>Adanac Wy.</i>
Madison Dr.	From	<i>Adanac Wy.</i>	To	<i>Hoover</i>
Madison Dr.	From	<i>Hoover</i>	To	<i>Lacreta</i>
Madison Dr.	From	<i>Lacreta</i>	To	<i>Pierce</i>

EXHIBIT AA
City of Madera
Budget Amendment

Madison Dr.	From	<i>Pierce</i>	To	<i>Josephine</i>
Madison Dr.	From	<i>Josephine</i>	To	<i>Eisenhower</i>
Mainberry Dr.	From	<i>Sunset Ave.</i>	To	<i>Bay View Dr.</i>
Mainberry Dr.	From	<i>Bay View Dr.</i>	To	<i>Venturi Ct.</i>
Mainberry Dr.	From	<i>Venturi Ct.</i>	To	<i>Lighthouse Ct.</i>
Mainberry Dr.	From	<i>Lighthouse Ct.</i>	To	<i>Lighthouse Dr.</i>
Mandana Way	From	<i>Mateo Way</i>	To	<i>Fairway Ave.</i>
Mandarin St	From	<i>Pear St</i>	To	<i>Blueberry Ln</i>
Mandarin St	From	<i>Blueberry Ln</i>	To	<i>Kiwi St</i>
Marie Dr.	From	<i>Steven Lane</i>	To	<i>Glade</i>
Mariposa	From	<i>Olive</i>	To	<i>Arbella</i>
Mariposa	From	<i>Oso Dr</i>	To	<i>Dome</i>
Mariposa	From	<i>Dome</i>	To	<i>A St</i>
Mateo Ave.	From	<i>Mandana Way</i>	To	<i>Hillsboro Ave.</i>
Merlot Ave.	From	<i>Wolftrap St.</i>	To	<i>S Timberline Dr</i>
Merlot Ave.	From	<i>S Timberline Dr</i>	To	<i>Westberry Blvd.</i>
Michoacan	From	<i>End (e)</i>	To	<i>Jericho</i>
Michoacan	From	<i>Jericho</i>	To	<i>Jericho</i>
Michoacan	From	<i>Jericho</i>	To	<i>End (w)</i>
Monarch	From	<i>Arbella</i>	To	<i>Dome</i>
Monroe Ave.	From	<i>Tyler</i>	To	<i>Hoover</i>
Monroe Ave.	From	<i>Pierce</i>	To	<i>Eisenhower</i>
Nectarine St.	From	<i>Peach St.</i>	To	<i>Knox</i>
Orange Tree Ct	From	<i>Peach Tree Dr</i>	To	<i>end</i>

EXHIBIT AA
City of Madera
Budget Amendment

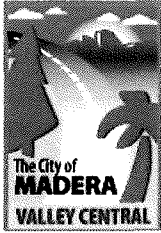
Orange Tree Dr	From	<i>Berry Dr.</i>	To	<i>Toschi Dr.</i>
Oso Dr	From	<i>Los Cerritos</i>	To	<i>Knox</i>
Oso Dr	From	<i>Knox</i>	To	<i>Mariposa</i>
Oso Dr	From	<i>Mariposa</i>	To	<i>A St</i>
Papaya St	From	<i>Almond</i>	To	<i>Grape St</i>
Peach Ct.	From	<i>Peach St.</i>	To	<i>End</i>
Peach St.	From	<i>Cherry St.</i>	To	<i>Peach Ct.</i>
Peach St.	From	<i>Peach Ct.</i>	To	<i>Nectarine St.</i>
Peach Tree Dr.	From	<i>Pear Tree Dr</i>	To	<i>Peanut Ct.</i>
Peach Tree Dr.	From	<i>Peanut Ct.</i>	To	<i>Apple Tree Ct</i>
Peach Tree Dr.	From	<i>Apple Tree Ct</i>	To	<i>Orange Tree Ct</i>
Peach Tree Dr.	From	<i>Orange Tree Ct</i>	To	<i>Cherry Tree Ln</i>
Peanut Ct	From	<i>Peach Tree Dr</i>	To	<i>end</i>
Peanut Dr	From	<i>Berry Dr.</i>	To	<i>Toschi Dr.</i>
Pear Ct	From	<i>Pear St</i>	To	<i>End</i>
Pear St	From	<i>Kiwi St</i>	To	<i>Pear Ct</i>
Pear St	From	<i>Pear Ct</i>	To	<i>Almond</i>
Pear St	From	<i>Almond Ave.</i>	To	<i>Mandarin St</i>
Pear St	From	<i>Mandarin St</i>	To	<i>Apple St</i>
Pear Tree Dr	From	<i>Hazelnut Ln</i>	To	<i>Peach Tree Dr</i>
Pear Tree Dr	From	<i>Peach Tree Dr</i>	To	<i>Lemon Tree Dr</i>
Pear Tree Dr	From	<i>Berry Dr.</i>	To	<i>Toschi Dr.</i>
Pear Tree Dr	From	<i>Toschi</i>	To	<i>Toschi Dr.</i>
Penny Way	From	<i>Fairway Ave.</i>	To	<i>Fairfield Ave.</i>

EXHIBIT AA
City of Madera
Budget Amendment

Percy	From	<i>Sante Fe</i>	To	<i>Clinton</i>
Persimmon	From	<i>Coconut</i>	To	<i>Pomergranate St</i>
Pierce	From	<i>Madison</i>	To	<i>Monroe</i>
Pierce	From	<i>Monroe</i>	To	<i>Coolidge</i>
Pierce	From	<i>Coolidge</i>	To	<i>Truman</i>
Polk Ave.	From	<i>Truman</i>	To	<i>Chapin</i>
Pomergranate St	From	<i>Knox</i>	To	<i>Persimmon</i>
Pomergranate St	From	<i>Persimmon</i>	To	<i>Hacienda</i>
Salvador Way	From	<i>Josephine</i>	To	<i>La Jolla</i>
Sand Dollar Ct.	From	<i>Bay View Dr.</i>	To	<i>End</i>
Sante Fe	From	<i>Percy</i>	To	<i>Elm</i>
Sante Fe Ct	From	<i>Elm</i>	To	<i>End</i>
Sawmill	From	<i>Lilly</i>	To	<i>Adelaide</i>
Soquel Ct	From	<i>Sawmill</i>	To	<i>End</i>
Stadium Frontage	From	<i>El Monte St.</i>	To	<i>Gamay</i>
Steven Lane	From	<i>Glade Ave.</i>	To	<i>Marie Dr.</i>
Steven Lane	From	<i>Marie Dr.</i>	To	<i>Kimberly Dr.</i>
Taft	From	<i>Chapin</i>	To	<i>Truman</i>
Talise Ave	From	<i>La Jolla</i>	To	<i>Ellis</i>
Tiburon Way	From	<i>Hampton Dr.</i>	To	<i>Hollow Ave.</i>
Tiburon Way	From	<i>Hollow Ave.</i>	To	<i>Fairfield Ave</i>
Timberline Dr.	From	<i>Chianti</i>	To	<i>Merlot</i>
Toschi Dr.	From	<i>Pear Tree Dr</i>	To	<i>Peanut Dr.</i>
Toschi Dr.	From	<i>Peanut Dr</i>	To	<i>Apple Tree Dr</i>

EXHIBIT AA
City of Madera
Budget Amendment

Toschi Dr.	From	<i>Apple Tree Dr</i>	To	<i>Orange Tree Dr</i>
Toschi Dr.	From	<i>Orange Tree Dr</i>	To	<i>Cherry Tree Dr</i>
Trail Way	From	<i>Tozer</i>	To	<i>Bridge Way</i>
Truman	From	<i>Tyler</i>	To	<i>Polk</i>
Truman	From	<i>Polk</i>	To	<i>Hoover</i>
Truman	From	<i>Pierce</i>	To	<i>Taft</i>
Truman	From	<i>Taft</i>	To	<i>Eisenhower</i>
Tyler Lane	From	<i>Madison</i>	To	<i>Monroe</i>
Tyler Lane	From	<i>Monroe</i>	To	<i>Adams</i>
Tyler Lane	From	<i>Adams</i>	To	<i>Coolidge</i>
Tyler Lane	From	<i>Coolidge</i>	To	<i>Truman</i>
Westberry Blvd.	From	<i>West Cleveland</i>	To	<i>Kennedy</i>
Westberry Blvd.	From	<i>West Cleveland</i>	To	<i>Common Way</i>
Westberry Blvd.	From	<i>Common Way</i>	To	<i>Forum Way</i>
Westberry Blvd.	From	<i>Forum Way</i>	To	<i>Fairway Ave.</i>
Westberry Blvd.	From	<i>Fairway Ave.</i>	To	<i>Fairfield Ave</i>
Westberry Blvd.	From	<i>Fairfield Ave.</i>	To	<i>Hollow Ave.</i>
Westberry Blvd.	From	<i>Hollow Ave.</i>	To	<i>End</i>
Wolftrap St.	From	<i>Chianti</i>	To	<i>Merlot</i>
Zapata St.	From	<i>La Jolla</i>	To	<i>Ellis</i>



REPORT TO THE CITY COUNCIL

COUNCIL MEETING OF September 6, 2017

AGENDA ITEM NUMBER B-15

APPROVED BY



GRANTS ADMINISTRATOR



CITY ADMINISTRATOR

SUBJECT: CONSIDERATION OF A RESOLUTION AUTHORIZING THE CITY TO MAKE AN APPLICATION FOR AWARD TO THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM FY 2017 LOCAL SOLICITATION

RECOMMENDATION

Staff recommends Council approve a resolution authorizing submission of applications to the Edward Byrne Memorial Justice Assistance Grant program.

DISCUSSION

The U.S. Department of Justice makes awards of Edward Byrne Memorial Justice Assistance Grant (JAG) funds to state and local governments on a formula basis. JAG funds support all components of the criminal justice system, from multi-jurisdictional drug and gang task forces to crime prevention and domestic violence programs. The City of Madera received notification that it has been awarded \$36,625 as part of the JAG program's FY 2017 solicitation.

Staff has evaluated the needs of the Madera Police Department in light of the City's current economic circumstances and believes our community should allocate these JAG funds towards the annual lease payment for the existing in-car camera system and the acquisition of a new body-worn camera system for our officers. Given the substantial resources this program provides and the City's law enforcement needs, Staff urges Council to approve a resolution authorizing submission of an application to the JAG FY 2017 Local Solicitation to fund these proposed expenditures.

FISCAL IMPACT

Submission of a JAG application and subsequent award of this grant may provide the City with \$36,625 in federal grant funding to support local law enforcement. As a result, it will not adversely affect the General Fund and may actually benefit it by defraying costs within the Police Department.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

Receipt of JAG funding directly supports the following Vision Plan strategies:

Strategy 115 – Economic resources provision: Ensure sufficient economic resources to provide adequate City services and prepare for future growth.

Strategy 115.3 – Seek and retain grants.

Strategy 421– First Response Emergency Services: Ensure the safety and protection of Madera and its community members through adequate first response to emergencies. Maintain sufficient resources to expand protection as the community grows.

RESOLUTION NO. 17-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, AUTHORIZING THE CITY TO MAKE AN APPLICATION FOR AWARD TO THE 2017 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM

WHEREAS, the City of Madera Police Department (MPD) is responsible for the safety of the citizens of the community; and

WHEREAS, the MPD expends considerable resources in its efforts to provide frontline law enforcement services to the community; and

WHEREAS, the MPD requires adequate equipment in order to perform its responsibilities; and

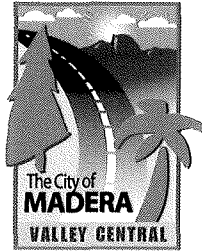
WHEREAS, the Council of the City of Madera supports the efforts of the Police Department to secure resources by the most efficient means possible; and

WHEREAS, the Congress of the United States has allocated \$36,625 through the Edward Byrne Memorial Justice Assistance Grant (JAG) program to the City of Madera to be used for front line law enforcement services.

NOW THEREFORE, THE COUNCIL OF THE CITY OF MADERA does hereby find, resolve, and order:

1. The above recitals are true and correct.
2. The Grants Department is directed to submit an application to obtain all available JAG funding.
3. The City Administrator, or his/her designee, is hereby authorized to execute all documents required for the application.
4. This resolution shall be effective immediately upon adoption.

REPORT TO THE CITY COUNCIL



COUNCIL MEETING OF:


September 6, 2017

AGENDA ITEM NUMBER:

C-1

Approved By:


COMMUNITY DEVELOPMENT DIRECTOR


CITY ADMINISTRATOR

SUBJECT: Consideration of a Resolution Approving a Standard Offer, Agreement and Escrow Instructions For Purchase of Real Estate For Parcel 16 Within the Freedom Industrial Park

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution taking the following actions with regard to the sale of real property within the Freedom Industrial Park:

1. Approving the Standard Offer, Agreement and Escrow Instructions For Purchase of Real Estate ("the Agreement").
2. Authorizing the Mayor to execute the Agreement.
3. Authorizing the City Administrator to take all actions necessary to allow the transfer of title pursuant to the Escrow Instructions included in the Agreement.

SUMMARY:

The City currently owns five parcels within the Freedom Industrial Park that are for sale to buyers intending to build employment-generating projects. The City Council previously authorized staff to work with potential buyers on developing Public Private Partnerships (P3) to kick start construction on its Freedom Industrial lots, including the possibility of deferring land costs and fees until new building(s) are occupied. Span Development has proposed to purchase Parcel 16 within the Freedom Industrial Park for the purpose of constructing a 37,620 square foot building. An agreement addressing this sale has been prepared for consideration by the Council; the agreement provides for a deferral of land costs and development impact fees for 18 months or until 50% of the new building is occupied.

DISCUSSION:

Span Development is proposing to purchase Parcel 16 within the Freedom Industrial park to construct a 37,620 square foot industrial spec building. Span already owns the adjacent parcel and intends to develop a twin building on that parcel in the near future. Based on an appraisal, the fair market value of Parcel 16 is \$320,000. Key features of the proposed agreement are as follows:

- (a) The purchase price will be the appraised value of \$320,000.
- (b) The purchase price will be deferred for 18 months from the issuance of building permits or when a minimum of 50% of the building is occupied. The City will hold a note for the purchase price of the property.
- (c) Impact fees for the project will be deferred for 18 months from the issuance of building permits or when a minimum of 50% of the building is occupied. Span will also provide to City a deed of trust on the property to secure the note for deferral of City impact fees.
- (d) Title will transfer to Span upon City's issuance of a building permit.
- (e) Escrow will be cancelled if a building permit for a 37,620 square foot building is not issued by City within 180 days following the date of the Agreement.

The terms of the Agreement specify that the buyer will pay fair market value for the property, while allowing for a deferral of costs in a manner that will make it cost effective for the buyer to commence construction. The terms have been reviewed and approved by City Staff and the City Attorney, the buyer, and the real estate broker working with both parties. The agreement referenced in this item is attached in its draft form. A final draft, in substantially the same form as the attached draft, will be completed for the final signature of the parties.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

This project supports the realization of vision statements for "Good Jobs and Economic Opportunity", in which Madera is envisioned with a strong and diverse economy, supporting the local tax base and essential community services that provide living wage opportunities for all its community members.

FISCAL IMPACT:

The fair market value and purchase price for the property is \$320,000. Unless otherwise directed, this amount, when received, will be reinvested into the City's economic/industrial development fund designation.

RESOLUTION NO. 17-_____

**A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING A
STANDARD OFFER, AGREEMENT AND ESCROW INSTRUCTIONS FOR PURCHASE OF REAL
ESTATE FOR PARCEL 16 WITHIN THE FREEDOM INDUSTRIAL PARK**

WHEREAS, the City currently owns five parcels within the Freedom Industrial Park that are for sale to buyers intending to build industrial buildings capable of housing employment-generating businesses; and

WHEREAS, the City Council previously authorized staff to work with potential buyers of City-owned lots within the Freedom Industrial Park on developing public private partnerships to kick start construction on its lots, including the possibility of deferring land costs and fees until new building(s) are occupied; and

WHEREAS, Span Development has proposed to purchase Parcel 16 within the Freedom Industrial Park for the purpose of constructing a 37,620 square foot building and wishes to take advantage of the public private partnership features previously described by the City Council; and

WHEREAS, the City caused an appraisal to be completed by a licensed appraiser to establish the fair market value of Parcel 16; and

WHEREAS, the a Standard Offer, Agreement and Escrow Instructions For Purchase of Real Estate For Parcel 16 within the Freedom Industrial Park (the Agreement”) has been prepared which includes the sale of the property to Span Development at the appraised fair market value and the deferral of the purchase price and City development impact fees for 18 months or until the proposed 37,620 square foot building is at least 50% occupied; and

WHEREAS, the City and Sellers have agreed upon the terms of the Agreement.

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

1. The above recitals are true and correct.
2. The City Council of the City of Madera approves the Standard Offer, Agreement and Escrow Instructions For Purchase of Real Estate For Parcel 16 within the Freedom Industrial Park (“the Agreement”), a copy of which is on file in the Office of the City Clerk and referred to for particulars.
3. The Mayor is authorized to execute the Agreement.
4. The City Administrator is authorized to take all actions necessary to allow the transfer of title pursuant to the Escrow Instructions included in the Agreement
5. This resolution is effective immediately upon adoption.

* * * * *



STANDARD OFFER, AGREEMENT AND ESCROW INSTRUCTIONS FOR PURCHASE OF REAL ESTATE

(Vacant Land)

Dated: August 31, 2017

1. Buyer.

1.1 Span Development, LLC, a Wyoming limited liability company, ("Buyer") hereby offers to purchase the real property, hereinafter described, from the owner thereof ("Seller") (collectively, the "Parties" or individually, a "Party"), through an escrow ("Escrow") to close ~~30 or~~ See attached Addendum, Paragraph 26.1 days after the ~~waiver or expiration of the Buyer's Contingencies, ("Expected Closing Date")~~ Escrow to be held by Chicago Title Company, Barbie Clothier ("Escrow Holder") whose address is 7330 N. Palm Avenue, Suite 100, Fresno, CA 93711 - Email: clothierb@ctt.com, Phone No. 559-451-3734, Facsimile No. 559-431-8936 upon the terms and conditions set forth in this agreement ("Agreement"). Buyer shall have the right to assign Buyer's rights hereunder, but any such assignment shall not relieve Buyer of Buyer's obligations herein unless Seller expressly releases Buyer.

1.2 The term "Date of Agreement" as used herein shall be the date when by execution and delivery (as defined in paragraph 20.2) of this document or a subsequent counteroffer thereto, Buyer and Seller have reached agreement in writing whereby Seller agrees to sell, and Buyer agrees to purchase, the Property upon terms accepted by both Parties.

2. Property.

2.1 The real property ("Property") that is the subject of this offer consists of (insert a brief physical description) +3.64 acres of vacant land zoned industrial in the Freedom Industrial Park is located in the County of Madera, is commonly known as (street address, city, state, zip) No Street Address, vacant land and is legally described as: Legal Description to be provided by Chicago Title Company (APN: 009-331-018.)

2.2 If the legal description of the Property is not complete or is inaccurate, this Agreement shall not be invalid and the legal description shall be completed or corrected to meet the requirements of Chicago Title Company ("Title Company"), which shall issue the title policy hereinafter described.

2.3 The Property includes, at no additional cost to Buyer, the permanent improvements thereon, including those items which pursuant to applicable law are a part of the property, as well as the following items, if any, owned by Seller and at present located on the Property: None (collectively, the "Improvements").

2.4 Except as provided in Paragraph 2.3, the Purchase Price does not include Seller's personal property, furniture and furnishings, and None all of which shall be removed by Seller prior to Closing.

3. Purchase Price.

3.1 The purchase price ("Purchase Price") to be paid by Buyer to Seller for the Property shall be ☒ \$320,000.00, or ☐ (complete only if purchase price will be determined based on a per unit cost instead of a fixed price) _____ per unit. The unit used to determine the Purchase Price shall be: ☐ lot ☐ acre ☐ square foot ☐ other _____ prorating areas of less than a full unit. The number of units shall be based on a calculation of total area of the Property as certified to the Parties by a licensed surveyor in accordance with paragraph 9.1(g). However, the following rights of way and other areas will be excluded from such calculation: _____ The Purchase Price shall be payable as follows:

(Strike any not applicable)

(a) Cash down payment, including the Deposit as defined in paragraph 4.3 (or if an all cash transaction, the Purchase Price):

\$320,000.00

(b) Amount of "New Loan" as defined in paragraph 5.1, if any:

(c) Buyer shall take title to the Property subject to and/or assume the following existing deed(s) of trust ("Existing Deed(s) of Trust") securing the existing promissory note(s) ("Existing Note(s)"):

(i) An Existing Note ("First Note") with an unpaid principal balance as of the Closing of approximately: _____

Said First Note is payable at _____ per month, including interest at the rate of _____ % per annum until paid (and/or the entire unpaid balance is due on _____).

(ii) An Existing Note ("Second Note") with an unpaid principal balance as of the Closing of approximately: _____

Said Second Note is payable at _____ per month, including interest at the rate of _____ % per annum until paid (and/or the entire unpaid balance is due on _____).

(d) Buyer shall give Seller a deed of trust ("Purchase Money Deed of Trust") on the property, to secure the promissory note of Buyer to Seller described in paragraph 6 ("Purchase Money Note") in the amount of:

\$320,000.00

3.2 If Buyer is taking title to the Property subject to, or assuming, an Existing Deed of Trust and such deed of trust permits the beneficiary to demand payment of fees including, but not limited to, points, processing fees, and appraisal fees as a condition to the transfer of the Property, Buyer agrees to pay such fees up to a maximum of 1.5% of the unpaid principal balance of the applicable Existing Note.

INITIALS

INITIALS

4. Deposits.

4.1 ☐ Buyer has delivered to Broker a check in the sum of , payable to Escrow Holder, to be delivered by Broker to Escrow Holder within 2 or business days after both Parties have executed this Agreement and the executed Agreement has been delivered to Escrow Holder, or ☒ w Within 2 or business days after both Parties have executed this Agreement and the executed Agreement has been delivered to Escrow Holder Buyer shall deliver to Escrow Holder a check in the sum of \$5,000.00. If said check is not received by Escrow Holder within said time period then Seller may elect to unilaterally terminate this transaction by giving written notice of such election to Escrow Holder whereupon neither Party shall have any further liability to the other under this Agreement. Should Buyer and Seller not enter into an agreement for purchase and sale, Buyer's check or funds shall, upon request by Buyer, be promptly returned to Buyer.

4.2 Additional deposits:

(a) ~~Within 5 business days after the Date of Agreement, Buyer shall deposit with Escrow Holder the additional sum of to be applied to the Purchase Price at the Closing.~~

(b) ~~Within 5 business days after the contingencies discussed in paragraph 9.1 (a) through (m) are approved or waived, Buyer shall deposit with Escrow Holder the additional sum of to be applied to the Purchase Price at the Closing.~~

(c) ~~If an Additional Deposit is not received by Escrow Holder within the time period provided then Seller may notify Buyer, Escrow Holder, and Brokers, in writing that, unless the Additional Deposit is received by Escrow Holder within 2 business days following said notice, the Escrow shall be deemed terminated without further notice or instructions.~~

4.3 Escrow Holder shall deposit the funds deposited with it by Buyer pursuant to paragraphs 4.1 and 4.2 (collectively the "Deposit"), in a State or Federally chartered bank in an interest bearing account whose term is appropriate and consistent with the timing requirements of this transaction. The interest therefrom shall accrue to the benefit of Buyer, who hereby acknowledges that there may be penalties or interest forfeitures if the applicable instrument is redeemed prior to its specified maturity. Buyer's Federal Tax Identification Number is . NOTE: Such interest bearing account cannot be opened until Buyer's Federal Tax Identification Number is provided.

4.4 Notwithstanding the foregoing, within 5 days after Escrow Holder receives the monies described in paragraph 4.1 above, Escrow Holder shall release \$100 of said monies to Seller as and for independent consideration for Seller's execution of this Agreement and the granting of the contingency period to Buyer as herein provided. Such independent consideration is non-refundable to Buyer but shall be credited to the Purchase Price in the event that the purchase of the Property is completed.

4.5 Upon waiver of all of Buyer's contingencies the Deposit shall become non-refundable but applicable to the Purchase Price except in the event of a Seller breach, or in the event that the Escrow is terminated pursuant to the provisions of Paragraph 9.1(n) (Destruction, Damage or Loss) or 9.1(o) (Material Change).

5. Financing Contingency. (Strike if not applicable)

5.1 ~~This offer is contingent upon Buyer obtaining from an insurance company, financial institution or other lender, a commitment to lend to Buyer a sum equal to at least % of the Purchase Price, on terms reasonably acceptable to Buyer. Such loan ("New Loan") shall be secured by a first deed of trust or mortgage on the Property. If this Agreement provides for Seller to carry back junior financing, then Seller shall have the right to approve the terms of the New Loan. Seller shall have 7 days from receipt of the commitment setting forth the proposed terms of the New Loan to approve or disapprove of such proposed terms. If Seller fails to notify Escrow Holder, in writing, of the disapproval within said 7 days it shall be conclusively presumed that Seller has approved the terms of the New Loan.~~

5.2 ~~Buyer hereby agrees to diligently pursue obtaining the New Loan. If Buyer shall fail to notify its Broker, Escrow Holder and Seller, in writing within days following the Date of Agreement, that the New Loan has not been obtained, it shall be conclusively presumed that Buyer has either obtained said New Loan or has waived this New Loan contingency.~~

5.3 ~~If, after due diligence, Buyer shall notify its Broker, Escrow Holder and Seller, in writing, within the time specified in paragraph 5.2 hereof, that Buyer has not obtained said New Loan, this Agreement shall be terminated, and Buyer shall be entitled to the prompt return of the Deposit, plus any interest earned thereon, less only Escrow Holder and Title Company cancellation fees and costs, which Buyer shall pay.~~

6. Seller Financing. (Purchase Money Note). (Strike if not applicable)

6.1 ~~If Seller approves Buyer's financials (see paragraph 6.5) t The Purchase Money Note shall provide for interest on unpaid principal at the rate of 0.0 % per annum, with principal and interest paid as follows: The principal balance of the Note shall become due and payable upon the earlier of the following to occur: eighteen (18) months following issuance of building permits from the City of Madera to the Buyer, or at least fifty percent (50%) of the planned ±37,620 square foot building has been occupied. The Purchase Money Note and Purchase Money Deed of Trust shall be on the current forms commonly used by Escrow Holder, or another form mutually acceptable to the Buyer and Seller. and be junior and subordinate only to the Existing Note(s) and/or the New Loan expressly called for by this Agreement.~~

6.2 The Purchase Money Note and/or the Purchase Money Deed of Trust shall contain provisions regarding the following (see also paragraph 10.3 (b)):

(a) *Prepayment*. Principal may be prepaid in whole or in part at any time without penalty, at the option of the Buyer.

(b) *Late Charge*. A late charge of 6% shall be payable with respect to any payment of principal, interest, or other charges, not made within 10 days after it is due.

(c) *Due On Sale*. In the event the Buyer sells or transfers title to the Property or any portion thereof, then the Seller may, at Seller's option, require the entire unpaid balance of said Note to be paid in full.

6.3 If the Purchase Money Deed of Trust is to be subordinate to other financing, Escrow Holder shall, at Buyer's expense prepare and record on Seller's behalf a request for notice of default and/or sale with regard to each mortgage or deed of trust to which it will be subordinate.

6.4 **WARNING: CALIFORNIA LAW DOES NOT ALLOW DEFICIENCY JUDGEMENTS ON SELLER FINANCING. IF BUYER ULTIMATELY DEFAULTS ON THE LOAN, SELLER'S SOLE REMEDY IS TO FORECLOSE ON THE PROPERTY.**

6.5 ~~Seller's obligation to provide financing is contingent upon Seller's reasonable approval of Buyer's financial condition. Buyer to provide a current financial statement and copies of its Federal tax returns for the last 3 years to Seller within 10 days following the Date of Agreement. Seller has 10 days following receipt of such documentation to satisfy itself with regard to Buyer's financial condition and to notify Escrow Holder as to whether or not Buyer's financial condition is acceptable. If Seller fails to notify Escrow Holder, in writing, of the disapproval of this contingency within said time period, it shall be conclusively presumed that Seller has~~

~~approved Buyer's financial condition. If Seller is not satisfied with Buyer's financial condition or if Buyer fails to deliver the required documentation then Seller may notify Escrow Holder in writing that Seller Financing will not be available, and Buyer shall have the option, within 10 days of the receipt of such notice, to either terminate this transaction or to purchase the Property without Seller financing. If Buyer fails to notify Escrow Holder within said time period of its election to terminate this transaction then Buyer shall be conclusively presumed to have elected to purchase the Property without Seller financing. If Buyer elects to terminate, Buyer's Deposit shall be refunded less Title Company and Escrow Holder cancellation fees and costs, all of which shall be Buyer's obligation.~~

7. Real Estate Brokers.

7.1 The following real estate broker(s) ("**Brokers**") and brokerage relationships exist in this transaction and are consented to by the Parties (check the applicable boxes):

- ☐ _____ represents Seller exclusively ("**Seller's Broker**");
- ☐ _____ represents Buyer exclusively ("**Buyer's Broker**"); or
- ☒ Newmark Grubb Pearson Commercial, A Division of Pearson Realty represents both Seller and Buyer ("**Dual Agency**").

The Parties acknowledge that other than the Brokers listed above, there are no other brokers representing the Parties or due any fees and/or commissions under this Agreement. See paragraph 24 regarding the nature of a real estate agency relationship. Buyer shall use the services of Buyer's Broker exclusively in connection with any and all negotiations and offers with respect to the Property for a period of 1 year from the date inserted for reference purposes at the top of page 1.

7.2 Buyer and Seller each represent and warrant to the other that he/she/it has had no dealings with any person, firm, broker or finder in connection with the negotiation of this Agreement and/or the consummation of the purchase and sale contemplated herein, other than the Brokers named in paragraph 7.1, and no broker or other person, firm or entity, other than said Brokers is/are entitled to any commission or finder's fee in connection with this transaction as the result of any dealings or acts of such Party. Buyer and Seller do each hereby agree to indemnify, defend, protect and hold the other harmless from and against any costs, expenses or liability for compensation, commission or charges which may be claimed by any broker, finder or other similar party, other than said named Brokers by reason of any dealings or act of the indemnifying Party.

8. Escrow and Closing.

8.1 Upon acceptance hereof by Seller, this Agreement, including any counteroffers incorporated herein by the Parties, shall constitute not only the agreement of purchase and sale between Buyer and Seller, but also instructions to Escrow Holder for the consummation of the Agreement through the Escrow. Escrow Holder shall not prepare any further escrow instructions restating or amending the Agreement unless specifically so instructed by the Parties or a Broker herein. Subject to the reasonable approval of the Parties, Escrow Holder may, however, include its standard general escrow provisions. In the event that there is any conflict between the provisions of the Agreement and the provisions of any additional escrow instructions the provisions of the Agreement shall prevail as to the Parties and the Escrow Holder.

8.2 As soon as practical after the receipt of this Agreement and any relevant counteroffers, Escrow Holder shall ascertain the Date of Agreement as defined in paragraphs 1.2 and 20.2 and advise the Parties and Brokers, in writing, of the date ascertained.

8.3 Escrow Holder is hereby authorized and instructed to conduct the Escrow in accordance with this Agreement, applicable law and custom and practice of the community in which Escrow Holder is located, including any reporting requirements of the Internal Revenue Code. In the event of a conflict between the law of the state where the Property is located and the law of the state where the Escrow Holder is located, the law of the state where the Property is located shall prevail.

8.4 Subject to satisfaction of the contingencies herein described, Escrow Holder shall close this escrow (the "**Closing**") by recording a general warranty deed (a grant deed in California) and the other documents required to be recorded, and by disbursing the funds and documents in accordance with this Agreement.

8.5 Buyer and Seller shall each pay one-half of the Escrow Holder's charges and Seller shall pay the usual recording fees and any required documentary transfer taxes. Seller shall pay the premium for a standard coverage owner's or joint protection policy of title insurance. (See also paragraph 11)

8.6 Escrow Holder shall verify that all of Buyer's contingencies have been satisfied or waived prior to Closing. The matters contained in paragraphs 9.1 subparagraphs (b), (c), (d), (e), (g), (i), (n), and (o), 9.4, 12, 13, 14, 16, 18, 20, 21, 22, and 24 are, however, matters of agreement between the Parties only and are not instructions to Escrow Holder.

8.7 If this transaction is terminated for non-satisfaction and non-waiver of a Buyer's Contingency, as defined in paragraph 9.2, then neither of the Parties shall thereafter have any liability to the other under this Agreement, except to the extent of a breach of any affirmative covenant or warranty in this Agreement. In the event of such termination, Buyer shall, subject to the provisions of paragraph 8.10, be promptly refunded all funds deposited by Buyer with Escrow Holder, less only the \$100 provided for in paragraph 4.4 and the Title Company and Escrow Holder cancellation fees and costs, all of which shall be Buyer's obligation. If this transaction is terminated as a result of Seller's breach of this Agreement then Seller shall pay the Title Company and Escrow Holder cancellation fees and costs.

8.8 The Closing shall occur on the Expected Closing Date, or as soon thereafter as the Escrow is in condition for Closing; provided, however, that if the Closing does not occur by the Expected Closing Date and said Date is not extended by mutual instructions of the Parties, a Party not then in default under this Agreement may notify the other Party, Escrow Holder, and Brokers, in writing that, unless the Closing occurs within 5 business days following said notice, the Escrow shall be deemed terminated without further notice or instructions.

8.9 Except as otherwise provided herein, the termination of Escrow shall not relieve or release either Party from any obligation to pay Escrow Holder's fees and costs or constitute a waiver, release or discharge of any breach or default that has occurred in the performance of the obligations, agreements, covenants or warranties contained therein.

8.10 If this sale of the Property is not consummated for any reason other than Seller's breach or default, then at Seller's request, and as a condition to any obligation to return Buyer's deposit (see paragraph 21), Buyer shall within 5 days after written request deliver to Seller, at no charge, copies of all surveys, engineering studies, soil reports, maps, master plans, feasibility studies and other similar items prepared by or for Buyer that pertain to the Property. Provided, however, that Buyer shall not be required to deliver any such report if the written contract which Buyer entered into with the consultant who prepared such report specifically forbids the dissemination of the report to others.

9. Contingencies to Closing.

9.1 The Closing of this transaction is contingent upon the satisfaction or waiver of the following contingencies. **IF BUYER FAILS**

TO NOTIFY ESCROW HOLDER, IN WRITING, OF THE DISAPPROVAL OF ANY OF SAID CONTINGENCIES WITHIN THE TIME SPECIFIED THEREIN, IT SHALL BE CONCLUSIVELY PRESUMED THAT BUYER HAS APPROVED SUCH ITEM, MATTER OR DOCUMENT. Buyer's conditional approval shall constitute disapproval, unless provision is made by the Seller within the time specified therefore by the Buyer in such conditional approval or by this Agreement, whichever is later, for the satisfaction of the condition imposed by the Buyer. Escrow Holder shall promptly provide all Parties with copies of any written disapproval or conditional approval which it receives. With regard to subparagraphs (a) through (m) the pre-printed time periods shall control unless a different number of days is inserted in the spaces provided.

(a) *Disclosure.* Seller shall make to Buyer, through Escrow, all of the applicable disclosures required by law (See AIR CRE ("AIR") standard form entitled "Seller's Mandatory Disclosure Statement") and provide Buyer with a completed Property Information Sheet ("Property Information Sheet") concerning the Property, duly executed by or on behalf of Seller in the current form or equivalent to that published by the AIR within 10 ~~or~~ days following the Date of Agreement. Buyer has ~~10~~ 60 days from the ~~Date of Agreement receipt of said disclosures~~ to approve or disapprove the matters disclosed.

(b) *Physical Inspection.* Buyer has ~~10 or~~ 60 days following ~~the receipt of the Property Information Sheet or~~ the Date of Agreement, ~~whichever is later,~~ to satisfy itself with regard to the physical aspects and size of the Property.

(c) *Hazardous Substance Conditions Report.* Buyer has ~~30 or~~ 60 days following ~~the receipt of the Property Information Sheet or~~ the Date of Agreement, ~~whichever is later,~~ to satisfy itself with regard to the environmental aspects of the Property. Seller recommends that Buyer obtain a Hazardous Substance Conditions Report concerning the Property and relevant adjoining properties. Any such report shall be paid for by Buyer. A "Hazardous Substance" for purposes of this Agreement is defined as any substance whose nature and/or quantity of existence, use, manufacture, disposal or effect, render it subject to Federal, state or local regulation, investigation, remediation or removal as potentially injurious to public health or welfare. A "Hazardous Substance Condition" for purposes of this Agreement is defined as the existence on, under or relevantly adjacent to the Property of a Hazardous Substance that would require remediation and/or removal under applicable Federal, state or local law.

(d) *Soil Inspection.* Buyer has ~~30 or~~ 60 days following ~~the receipt of the Property Information Sheet or~~ the Date of Agreement, ~~whichever is later,~~ to satisfy itself with regard to the condition of the soils on the Property. Seller recommends that Buyer obtain a soil test report. Any such report shall be paid for by Buyer. Seller shall provide Buyer copies of any soils report that Seller may have within 10 days following the Date of Agreement.

(e) *Governmental Approvals.* Buyer has ~~30 or~~ 60 days following the Date of Agreement to satisfy itself with regard to approvals and permits from governmental agencies or departments which have or may have jurisdiction over the Property and which Buyer deems necessary or desirable in connection with its intended use of the Property, including, but not limited to, permits and approvals required with respect to zoning, planning, building and safety, fire, police, handicapped and Americans with Disabilities Act requirements, transportation and environmental matters.

NOTE: Past uses of the Property may no longer be allowed. In the event that the Property must be rezoned, it is Buyer's responsibility to obtain the rezoning from the appropriate government agencies. Seller shall sign all documents Buyer is required to file in connection with rezoning, conditional use permits and/or other development approvals.

(f) *Conditions of Title.* Escrow Holder shall cause a current commitment for title insurance ("Title Commitment") concerning the Property issued by the Title Company, as well as legible copies of all documents referred to in the Title Commitment ("Underlying Documents"), and a scaled and dimensioned plot showing the location of any easements to be delivered to Buyer within 10 ~~or~~ days following the Date of Agreement. Buyer has ~~10~~ 60 days from the ~~Date of Agreement receipt of the Title Commitment, the Underlying Documents and the plot plan~~ to satisfy itself with regard to the condition of title. The disapproval by Buyer of any monetary encumbrance, which by the terms of this Agreement is not to remain against the Property after the Closing, shall not be considered a failure of this contingency, as Seller shall have the obligation, at Seller's expense, to satisfy and remove such disapproved monetary encumbrance at or before the Closing.

(g) *Survey.* Buyer has ~~30 or~~ 60 days following the ~~Date of Agreement receipt of the Title Commitment and Underlying Documents~~ to satisfy itself with regard to any ALTA title supplement based upon a survey prepared to American Land Title Association ("ALTA") standards for an owner's policy by a licensed surveyor, showing the legal description and boundary lines of the Property, any easements of record, and any improvements, poles, structures and things located within 10 feet of either side of the Property boundary lines. Any such survey shall be prepared at Buyer's direction and expense. If Buyer has obtained a survey and approved the ALTA title supplement, Buyer may elect within the period allowed for Buyer's approval of a survey to have an ALTA extended coverage owner's form of title policy, in which event Buyer shall pay any additional premium attributable thereto.

(h) *Existing Leases and Tenancy Statements.* Seller ~~warrants no existing Leases encumber the Property shall within 10 or~~ days following the Date of Agreement provide both Buyer and Escrow Holder with legible copies of all leases, subleases or rental arrangements (collectively, "Existing Leases") affecting the Property, and with a tenancy statement ("Estoppel Certificate") in the latest form or equivalent to that published by the AIR, executed by Seller and/or each tenant and subtenant of the Property. ~~Seller shall use its best efforts to have each tenant complete and execute an Estoppel Certificate. If any tenant fails or refuses to provide an Estoppel Certificate then Seller shall complete and execute an Estoppel Certificate for that tenancy. Buyer has 10 days from the receipt of said Existing Leases and Estoppel Certificates to satisfy itself with regard to the Existing Leases and any other tenancy issues.~~

(i) *Owner's Association.* Seller shall within 10 ~~or~~ days following the Date of Agreement provide Buyer with a statement and transfer package from any owner's association servicing the Property. Such transfer package shall at a minimum include: copies of the association's bylaws, articles of incorporation, current budget and financial statement. Buyer has ~~10~~ 60 days from the ~~Date of Agreement receipt of such documents~~ to satisfy itself with regard to the association.

(j) *Other Agreements.* Seller shall within 10 ~~or~~ days following the Date of Agreement provide Buyer with legible copies of all other agreements ("Other Agreements") known to Seller that will affect the Property after Closing. Buyer has ~~10~~ 60 days from the ~~Date of Agreement receipt of said Other Agreements~~ to satisfy itself with regard to such Agreements.

(k) *Financing.* ~~If paragraph 5 hereof dealing with a financing contingency has not been stricken, the satisfaction or waiver of such New Loan contingency.~~

(l) *Existing Notes.* ~~If paragraph 3.1(c) has not been stricken, Seller shall within 10 or~~ days following the Date of Agreement provide Buyer with legible copies of the Existing Notes, Existing Deeds of Trust and related agreements (collectively, "Loan Documents") to which the Property will remain subject after the Closing. Escrow Holder shall promptly request from the holders of the Existing Notes a beneficiary statement ("Beneficiary Statement") confirming: (1) the amount of the unpaid principal balance, the current interest rate, and the date to which interest is paid, and (2) the nature and amount of any impounds held by the beneficiary in connection with such loan. ~~Buyer has 10 or~~ days following the receipt of the Loan Documents and

~~Beneficiary Statements to satisfy itself with regard to such financing. Buyer's obligation to close is conditioned upon Buyer being able to purchase the Property without acceleration or change in the terms of any Existing Notes or charges to Buyer except as otherwise provided in this Agreement or approved by Buyer, provided, however, Buyer shall pay the transfer fee referred to in paragraph 3.2 hereof. Likewise if Seller is to carry back a Purchase Money Note then Seller shall within 10 or _____ days following the Date of Agreement provide Buyer with a copy of the proposed Purchase Money Note and Purchase Money Deed of Trust. Buyer has 10 or _____ days from the receipt of such documents to satisfy itself with regard to the form and content thereof.~~

(m) *Personal Property*. In the event that any personal property is included in the Purchase Price, Buyer has ~~10 or~~ 60 days following the Date of Agreement to satisfy itself with regard to the title condition of such personal property. Seller recommends that Buyer obtain a UCC-1 report. Any such report shall be paid for by Buyer. Seller shall provide Buyer copies of any liens or encumbrances affecting such personal property that it is aware of within 10 ~~or~~ _____ days following the Date of Agreement.

(n) *Destruction, Damage or Loss*. Subsequent to the Date of Agreement and prior to Closing there shall not have occurred a destruction of, or damage or loss to, the Property or any portion thereof, from any cause whatsoever, which would cost more than \$10,000.00 to repair or cure. If the cost of repair or cure is \$10,000.00 or less, Seller shall repair or cure the loss prior to the Closing. Buyer shall have the option, within 10 days after receipt of written notice of a loss costing more than \$10,000.00 to repair or cure, to either terminate this Agreement or to purchase the Property notwithstanding such loss, but without deduction or offset against the Purchase Price. If the cost to repair or cure is more than \$10,000.00, and Buyer does not elect to terminate this Agreement, Buyer shall be entitled to any insurance proceeds applicable to such loss. Unless otherwise notified in writing, Escrow Holder shall assume no such destruction, damage or loss has occurred prior to Closing.

(o) *Material Change*. Buyer shall have 10 days following receipt of written notice of a Material Change within which to satisfy itself with regard to such change. "**Material Change**" shall mean a substantial adverse change in the use, occupancy, tenants, title, or condition of the Property that occurs after the date of this offer and prior to the Closing. Unless otherwise notified in writing, Escrow Holder shall assume that no Material Change has occurred prior to the Closing.

(p) *Seller Performance*. The delivery of all documents and the due performance by Seller of each and every undertaking and agreement to be performed by Seller under this Agreement.

(q) *Brokerage Fee*. Payment at the Closing of such brokerage fee as is specified in this Agreement or later written instructions to Escrow Holder executed by Seller and Brokers ("**Brokerage Fee**"). It is agreed by the Parties and Escrow Holder that Brokers are a third party beneficiary of this Agreement insofar as the Brokerage Fee is concerned, and that no change shall be made with respect to the payment of the Brokerage Fee specified in this Agreement, without the written consent of Brokers.

9.2 All of the contingencies specified in subparagraphs (a) through (m) of paragraph 9.1 are for the benefit of, and may be waived by, Buyer, and may be elsewhere herein referred to as "**Buyer's Contingencies**."

9.3 If any of Buyer's Contingencies or any other matter subject to Buyer's approval is disapproved as provided for herein in a timely manner ("**Disapproved Item**"), Seller shall have the right within 10 days following the receipt of notice of Buyer's disapproval to elect to cure such Disapproved Item prior to the Expected Closing Date ("**Seller's Election**"). Seller's failure to give to Buyer within such period, written notice of Seller's commitment to cure such Disapproved Item on or before the Expected Closing Date shall be conclusively presumed to be Seller's Election not to cure such Disapproved Item. If Seller elects, either by written notice or failure to give written notice, not to cure a Disapproved Item, Buyer shall have the right, within 10 days after Seller's Election to either accept title to the Property subject to such Disapproved Item, or to terminate this Agreement. Buyer's failure to notify Seller in writing of Buyer's election to accept title to the Property subject to the Disapproved Item without deduction or offset shall constitute Buyer's election to terminate this Agreement. The above time periods only apply once for each Disapproved Item. Unless expressly provided otherwise herein, Seller's right to cure shall not apply to the remediation of Hazardous Substance Conditions or to the Financing Contingency. Unless the Parties mutually instruct otherwise, if the time periods for the satisfaction of contingencies or for Seller's and Buyer's elections would expire on a date after the Expected Closing Date, the Expected Closing Date shall be deemed extended for 3 business days following the expiration of: (a) the applicable contingency period(s), (b) the period within which the Seller may elect to cure the Disapproved Item, or (c) if Seller elects not to cure, the period within which Buyer may elect to proceed with this transaction, whichever is later.

9.4 The Parties acknowledge that extensive local, state and Federal legislation establish broad liability upon owners and/or users of real property for the investigation and remediation of Hazardous Substances. The determination of the existence of a Hazardous Substance Condition and the evaluation of the impact of such a condition are highly technical and beyond the expertise of Brokers. The Parties acknowledge that they have been advised by Brokers to consult their own technical and legal experts with respect to the possible presence of Hazardous Substances on the Property or adjoining properties, and Buyer and Seller are not relying upon any investigation by or statement of Brokers with respect thereto. The Parties hereby assume all responsibility for the impact of such Hazardous Substances upon their respective interests herein.

10. Documents Required at or Before Closing.

10.1 Five days prior to the Closing date Escrow Holder shall obtain an updated Title Commitment concerning the Property from the Title Company and provide copies thereof to each of the Parties.

10.2 Seller shall deliver to Escrow Holder in time for delivery to Buyer at the Closing:

- (a) Grant or general warranty deed, duly executed and in recordable form, conveying fee title to the Property to Buyer.
- (b) ~~If applicable, the Beneficiary Statements concerning Existing Note(s).~~
- (c) ~~If applicable, the Existing Leases and Other Agreements together with duly executed assignments thereof by Seller and Buyer. The assignment of Existing Leases shall be on the most recent Assignment and Assumption of Lessor's Interest in Lease form published by the AIR or its equivalent.~~
- (d) ~~If applicable, Estoppel Certificates executed by Seller and/or the tenant(s) of the Property.~~
- (e) An affidavit executed by Seller to the effect that Seller is not a "foreign person" within the meaning of Internal Revenue Code Section 1445 or successor statutes. If Seller does not provide such affidavit in form reasonably satisfactory to Buyer at least 3 business days prior to the Closing, Escrow Holder shall at the Closing deduct from Seller's proceeds and remit to the Internal Revenue Service such sum as is required by applicable Federal law with respect to purchases from foreign sellers.
- (f) If the Property is located in California, an affidavit executed by Seller to the effect that Seller is not a "nonresident" within the meaning of California Revenue and Tax Code Section 18662 or successor statutes. If Seller does not provide such affidavit in form reasonably satisfactory to Buyer at least 3 business days prior to the Closing, Escrow Holder shall at the Closing deduct from Seller's proceeds and remit to the Franchise Tax Board such sum as is required by such statute.
- (g) If applicable, a bill of sale, duly executed, conveying title to any included personal property to Buyer.

(h) If the Seller is a corporation, a duly executed corporate resolution authorizing the execution of this Agreement and the sale of the Property.

10.3 Buyer shall deliver to Seller through Escrow:

(a) The cash portion of the Purchase Price and such additional sums as are required of Buyer under this Agreement shall be deposited by Buyer with Escrow Holder, by federal funds wire transfer, or any other method acceptable to Escrow Holder in immediately collectable funds, no later than 2:00 P.M. on the business day prior to the Expected Closing Date provided, however, that Buyer shall not be required to deposit such monies into Escrow if at the time set for the deposit of such monies Seller is in default or has indicated that it will not perform any of its obligations hereunder. Instead, in such circumstances in order to reserve its rights to proceed Buyer need only provide Escrow with evidence establishing that the required monies were available.

(b) If a Purchase Money Note and Purchase Money Deed of Trust are called for by this Agreement, the duly executed originals of those documents, the Purchase Money Deed of Trust being in recordable form, together with evidence of fire insurance on the improvements in the amount of the full replacement cost naming Seller as a mortgage loss payee, and a real estate tax service contract (at Buyer's expense), assuring Seller of notice of the status of payment of real property taxes during the life of the Purchase Money Note.

(c) ~~The Assignment and Assumption of Lessor's Interest in Lease form specified in paragraph 10.2(c) above, duly executed by Buyer.~~

(d) Assumptions duly executed by Buyer of the obligations of Seller that accrue after Closing under any Other Agreements.

(e) ~~If applicable, a written assumption duly executed by Buyer of the loan documents with respect to Existing Notes.~~

(f) If the Buyer is a corporation, a duly executed corporate resolution authorizing the execution of this Agreement and the purchase of the Property.

10.4 At Closing, Escrow Holder shall cause to be issued to Buyer a standard coverage (or ALTA extended, if elected pursuant to 9.1(g)) owner's form policy of title insurance effective as of the Closing, issued by the Title Company in the full amount of the Purchase Price, insuring title to the Property vested in Buyer, subject only to the exceptions approved by Buyer. In the event there is a Purchase Money Deed of Trust in this transaction, the policy of title insurance shall be a joint protection policy insuring both Buyer and Seller.

IMPORTANT: IN A PURCHASE OR EXCHANGE OF REAL PROPERTY, IT MAY BE ADVISABLE TO OBTAIN TITLE INSURANCE IN CONNECTION WITH THE CLOSE OF ESCROW SINCE THERE MAY BE PRIOR RECORDED LIENS AND ENCUMBRANCES WHICH AFFECT YOUR INTEREST IN THE PROPERTY BEING ACQUIRED. A NEW POLICY OF TITLE INSURANCE SHOULD BE OBTAINED IN ORDER TO ENSURE YOUR INTEREST IN THE PROPERTY THAT YOU ARE ACQUIRING.

11. Prorations and Adjustments.

11.1 *Taxes.* Applicable real property taxes and special assessment bonds shall be prorated through Escrow as of the date of the Closing, based upon the latest tax bill available. The Parties agree to prorate as of the Closing any taxes assessed against the Property by supplemental bill levied by reason of events occurring prior to the Closing. Payment of the prorated amount shall be made promptly in cash upon receipt of a copy of any supplemental bill.

11.2 *Insurance.* **WARNING:** Any insurance which Seller may have maintained will terminate on the Closing. Buyer is advised to obtain appropriate insurance to cover the Property.

11.3 ~~Rentals, Interest and Expenses.~~ ~~Scheduled rentals, interest on Existing Notes, utilities, and o~~ Operating expenses shall be prorated as of the date of Closing. The Parties agree to promptly adjust between themselves outside of Escrow any rents received after the Closing.

11.4 *Security Deposit.* ~~Security Deposits held by Seller shall be given to Buyer as a credit to the cash required of Buyer at the Closing.~~

11.5 *Post Closing Matters.* Any item to be prorated that is not determined or determinable at the Closing shall be promptly adjusted by the Parties by appropriate cash payment outside of the Escrow when the amount due is determined.

11.6 ~~Variations in Existing Note Balances.~~ ~~In the event that Buyer is purchasing the Property subject to an Existing Deed of Trust(s), and in the event that a Beneficiary Statement as to the applicable Existing Note(s) discloses that the unpaid principal balance of such Existing Note(s) at the closing will be more or less than the amount set forth in paragraph 3.1(c) hereof ("Existing Note Variation"), then the Purchase Money Note(s) shall be reduced or increased by an amount equal to such Existing Note Variation. If there is to be no Purchase Money Note, the cash required at the Closing per paragraph 3.1(a) shall be reduced or increased by the amount of such Existing Note Variation.~~

11.7 ~~Variations in New Loan Balance.~~ ~~In the event Buyer is obtaining a New Loan and the amount ultimately obtained exceeds the amount set forth in paragraph 5.1, then the amount of the Purchase Money Note, if any, shall be reduced by the amount of such excess.~~

11.8 *Owner's Association Fees.* Escrow Holder shall: (i) bring Seller's account with the association current and pay any delinquencies or transfer fees from Seller's proceeds, and (ii) pay any up front fees required by the association from Buyer's funds.

12. Representations and Warranties of Seller and Disclaimers.

12.1 Seller's warranties and representations shall survive the Closing and delivery of the deed for a period of 3 years, and any lawsuit or action based upon them must be commenced within such time period. Seller's warranties and representations are true, material and relied upon by Buyer and Brokers in all respects. Seller hereby makes the following warranties and representations to Buyer and Brokers:

(a) *Authority of Seller.* Seller is the owner of the Property and/or has the full right, power and authority to sell, convey and transfer the Property to Buyer as provided herein, and to perform Seller's obligations hereunder.

(b) *Maintenance During Escrow and Equipment Condition At Closing.* Except as otherwise provided in paragraph 9.1(n) hereof, Seller shall maintain the Property until the Closing in its present condition, ordinary wear and tear excepted.

(c) *Hazardous Substances/Storage Tanks.* Seller has no knowledge, except as otherwise disclosed to Buyer in writing, of the existence or prior existence on the Property of any Hazardous Substance, nor of the existence or prior existence of any above or below ground storage tank.

(d) *Compliance.* Seller has no knowledge of any aspect or condition of the Property which violates applicable laws, rules, regulations, codes or covenants, conditions or restrictions, or of improvements or alterations made to the Property without a permit where one was required, or of any unfulfilled order or directive of any applicable governmental agency or casualty insurance company requiring any investigation, remediation, repair, maintenance or improvement be performed on the Property.

(e) *Changes in Agreements.* Prior to the Closing, Seller will not violate or modify any Existing Lease or Other Agreement, or

create any new leases or other agreements affecting the Property, without Buyer's written approval, which approval will not be unreasonably withheld.

(f) *Possessory Rights*. Seller has no knowledge that anyone will, at the Closing, have any right to possession of the Property, except as disclosed by this Agreement or otherwise in writing to Buyer.

(g) *Mechanics' Liens*. There are no unsatisfied mechanics' or materialmen's lien rights concerning the Property.

(h) *Actions, Suits or Proceedings*. Seller has no knowledge of any actions, suits or proceedings pending or threatened before any commission, board, bureau, agency, arbitrator, court or tribunal that would affect the Property or the right to occupy or utilize same.

(i) *Notice of Changes*. Seller will promptly notify Buyer and Brokers in writing of any Material Change (see paragraph 9.1(o)) affecting the Property that becomes known to Seller prior to the Closing.

(j) *No Tenant Bankruptcy Proceedings*. Seller has no notice or knowledge that any tenant of the Property is the subject of a bankruptcy or insolvency proceeding.

(k) *No Seller Bankruptcy Proceedings*. Seller is not the subject of a bankruptcy, insolvency or probate proceeding.

(l) *Personal Property*. Seller has no knowledge that anyone will, at the Closing, have any right to possession of any personal property included in the Purchase Price nor knowledge of any liens or encumbrances affecting such personal property, except as disclosed by this Agreement or otherwise in writing to Buyer.

12.2 Buyer hereby acknowledges that, except as otherwise stated in this Agreement, Buyer is purchasing the Property in its existing condition and will, by the time called for herein, make or have waived all inspections of the Property Buyer believes are necessary to protect its own interest in, and its contemplated use of, the Property. The Parties acknowledge that, except as otherwise stated in this Agreement, no representations, inducements, promises, agreements, assurances, oral or written, concerning the Property, or any aspect of the occupational safety and health laws, Hazardous Substance laws, or any other act, ordinance or law, have been made by either Party or Brokers, or relied upon by either Party hereto.

12.3 In the event that Buyer learns that a Seller representation or warranty might be untrue prior to the Closing, and Buyer elects to purchase the Property anyway then, and in that event, Buyer waives any right that it may have to bring an action or proceeding against Seller or Brokers regarding said representation or warranty.

12.4 Any environmental reports, soils reports, surveys, feasibility studies, and other similar documents which were prepared by third party consultants and provided to Buyer by Seller or Seller's representatives, have been delivered as an accommodation to Buyer and without any representation or warranty as to the sufficiency, accuracy, completeness, and/or validity of said documents, all of which Buyer relies on at its own risk. Seller believes said documents to be accurate, but Buyer is advised to retain appropriate consultants to review said documents and investigate the Property.

13. Possession.

Possession of the Property shall be given to Buyer at the Closing subject to the rights of tenants under Existing Leases.

14. Buyer's Entry.

At any time during the Escrow period, Buyer, and its agents and representatives, shall have the right at reasonable times and subject to rights of tenants, to enter upon the Property for the purpose of making inspections and tests specified in this Agreement. No destructive testing shall be conducted, however, without Seller's prior approval which shall not be unreasonably withheld. Following any such entry or work, unless otherwise directed in writing by Seller, Buyer shall return the Property to the condition it was in prior to such entry or work, including the recompaction or removal of any disrupted soil or material as Seller may reasonably direct. All such inspections and tests and any other work conducted or materials furnished with respect to the Property by or for Buyer shall be paid for by Buyer as and when due and Buyer shall indemnify, defend, protect and hold harmless Seller and the Property of and from any and all claims, liabilities, losses, expenses (including reasonable attorneys' fees), damages, including those for injury to person or property, arising out of or relating to any such work or materials or the acts or omissions of Buyer, its agents or employees in connection therewith.

15. Further Documents and Assurances.

The Parties shall each, diligently and in good faith, undertake all actions and procedures reasonably required to place the Escrow in condition for Closing as and when required by this Agreement. The Parties agree to provide all further information, and to execute and deliver all further documents, reasonably required by Escrow Holder or the Title Company.

16. Attorneys' Fees.

If any Party or Broker brings an action or proceeding (including arbitration) involving the Property whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees and costs. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term "**Prevailing Party**" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred.

17. Prior Agreements/Amendments.

17.1 This Agreement supersedes any and all prior agreements between Seller and Buyer regarding the Property.

17.2 Amendments to this Agreement are effective only if made in writing and executed by Buyer and Seller.

18. Broker's Rights.

18.1 If this sale is not consummated due to the default of either the Buyer or Seller, the defaulting Party shall be liable to and shall pay to Brokers the Brokerage Fee that Brokers would have received had the sale been consummated. If Buyer is the defaulting party, payment of said Brokerage Fee is in addition to any obligation with respect to liquidated or other damages.

18.2 Upon the Closing, Brokers are authorized to publicize the facts of this transaction.

19. Notices.

19.1 Whenever any Party, Escrow Holder or Brokers herein shall desire to give or serve any notice, demand, request, approval, disapproval or other communication, each such communication shall be in writing and shall be delivered personally, by messenger, or by mail, postage prepaid, to the address set forth in this agreement or by facsimile transmission, electronic signature,

digital signature, or email.

19.2 Service of any such communication shall be deemed made on the date of actual receipt if personally delivered, or transmitted by facsimile transmission, electronic signature, digital signature, or email. Any such communication sent by regular mail shall be deemed given 48 hours after the same is mailed. Communications sent by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed delivered 24 hours after delivery of the same to the Postal Service or courier. If such communication is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

19.3 Any Party or Broker hereto may from time to time, by notice in writing, designate a different address to which, or a different person or additional persons to whom, all communications are thereafter to be made.

20. Duration of Offer.

20.1 If this offer is not accepted by Seller on or before 5:00 P.M. according to the time standard applicable to the city of --- on the date of September 15, 2017, it shall be deemed automatically revoked.

20.2 The acceptance of this offer, or of any subsequent counteroffer hereto, that creates an agreement between the Parties as described in paragraph 1.2, shall be deemed made upon delivery to the other Party or either Broker herein of a duly executed writing unconditionally accepting the last outstanding offer or counteroffer.

21. LIQUIDATED DAMAGES. (This Liquidated Damages paragraph is applicable only if initialed by both Parties).

THE PARTIES AGREE THAT IT WOULD BE IMPRACTICABLE OR EXTREMELY DIFFICULT TO FIX, PRIOR TO SIGNING THIS AGREEMENT, THE ACTUAL DAMAGES WHICH WOULD BE SUFFERED BY SELLER IF BUYER FAILS TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT. THEREFORE, IF, AFTER THE SATISFACTION OR WAIVER OF ALL CONTINGENCIES PROVIDED FOR THE BUYER'S BENEFIT, BUYER BREACHES THIS AGREEMENT, SELLER SHALL BE ENTITLED TO LIQUIDATED DAMAGES IN THE AMOUNT OF \$5,000.00. UPON PAYMENT OF SAID SUM TO SELLER, BUYER SHALL BE RELEASED FROM ANY FURTHER LIABILITY TO SELLER, AND ANY ESCROW CANCELLATION FEES AND TITLE COMPANY CHARGES SHALL BE PAID BY SELLER.

Buyer's Initials

Seller's Initials

22. ARBITRATION OF DISPUTES. (This Arbitration of Disputes paragraph is applicable only if initialed by both Parties.)

22.1 ANY CONTROVERSY AS TO WHETHER SELLER IS ENTITLED TO THE LIQUIDATED DAMAGES AND/OR BUYER IS ENTITLED TO THE RETURN OF DEPOSIT MONEY, SHALL BE DETERMINED BY BINDING ARBITRATION BY, AND UNDER THE COMMERCIAL RULES OF THE AMERICAN ARBITRATION ASSOCIATION ("COMMERCIAL RULES"). ARBITRATION HEARINGS SHALL BE HELD IN THE COUNTY WHERE THE PROPERTY IS LOCATED. THE NUMBER OF ARBITRATORS SHALL BE AS PROVIDED IN THE COMMERCIAL RULES AND EACH SUCH ARBITRATOR SHALL BE AN IMPARTIAL REAL ESTATE BROKER WITH AT LEAST 5 YEARS OF FULL TIME EXPERIENCE IN BOTH THE AREA WHERE THE PROPERTY IS LOCATED AND THE TYPE OF REAL ESTATE THAT IS THE SUBJECT OF THIS AGREEMENT. THE ARBITRATOR OR ARBITRATORS SHALL BE APPOINTED UNDER THE COMMERCIAL RULES AND SHALL HEAR AND DETERMINE SAID CONTROVERSY IN ACCORDANCE WITH APPLICABLE LAW, THE INTENTION OF THE PARTIES AS EXPRESSED IN THIS AGREEMENT AND ANY AMENDMENTS THERETO, AND UPON THE EVIDENCE PRODUCED AT AN ARBITRATION HEARING. PRE-ARBITRATION DISCOVERY SHALL BE PERMITTED IN ACCORDANCE WITH THE COMMERCIAL RULES OR STATE LAW APPLICABLE TO ARBITRATION PROCEEDINGS. THE AWARD SHALL BE EXECUTED BY AT LEAST 2 OF THE 3 ARBITRATORS, BE RENDERED WITHIN 30 DAYS AFTER THE CONCLUSION OF THE HEARING, AND MAY INCLUDE ATTORNEYS' FEES AND COSTS TO THE PREVAILING PARTY PER PARAGRAPH 16 HEREOF. JUDGMENT MAY BE ENTERED ON THE AWARD IN ANY COURT OF COMPETENT JURISDICTION NOTWITHSTANDING THE FAILURE OF A PARTY DULY NOTIFIED OF THE ARBITRATION HEARING TO APPEAR THEREAT.

22.2 BUYER'S RESORT TO OR PARTICIPATION IN SUCH ARBITRATION PROCEEDINGS SHALL NOT BAR SUIT IN A COURT OF COMPETENT JURISDICTION BY THE BUYER FOR DAMAGES AND/OR SPECIFIC PERFORMANCE UNLESS AND UNTIL THE ARBITRATION RESULTS IN AN AWARD TO THE SELLER OF LIQUIDATED DAMAGES, IN WHICH EVENT SUCH AWARD SHALL ACT AS A BAR AGAINST ANY ACTION BY BUYER FOR DAMAGES AND/OR SPECIFIC PERFORMANCE.

22.3 NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS SUCH RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.

Buyer's Initials

Seller's Initials

23. Miscellaneous.

23.1 **Binding Effect.** Buyer and Seller both acknowledge that they have carefully read and reviewed this Agreement and each term and provision contained herein. In addition, this Agreement shall be binding on the Parties without regard to whether or not paragraphs 21 and 22 are initialed by both of the Parties. Paragraphs 21 and 22 are each incorporated into this Agreement only if initialed by both Parties at the time that the Agreement is executed.

23.2 **Applicable Law.** This Agreement shall be governed by, and paragraph 22.3 is amended to refer to, the laws of the state in which the Property is located. Any litigation or arbitration between the Parties hereto concerning this Agreement shall be initiated in the county in which the Property is located.

23.3 **Time of Essence.** Time is of the essence of this Agreement.

23.4 **Counterparts.** This Agreement may be executed by Buyer and Seller in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Escrow Holder, after verifying that the counterparts are identical except for the signatures, is authorized and instructed to combine the signed signature pages on one of the counterparts, which shall then constitute the Agreement.

23.5 **Waiver of Jury Trial.** THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.

23.6 **Conflict.** Any conflict between the printed provisions of this Agreement and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions. **Seller and Buyer must initial any and all handwritten provisions.**

23.7 **1031 Exchange.** Both Seller and Buyer agree to cooperate with each other in the event that either or both wish to participate in a 1031 exchange. Any party initiating an exchange shall bear all costs of such exchange. The cooperating Party shall not have any liability (special or otherwise) for damages to the exchanging Party in the event that the sale is delayed and/or that the sale otherwise fails to qualify as a 1031 exchange.

23.8 **Days.** Unless otherwise specifically indicated to the contrary, the word "days" as used in this Agreement shall mean and refer to calendar days.

24. Disclosures Regarding The Nature of a Real Estate Agency Relationship.

24.1 The Parties and Brokers agree that their relationship(s) shall be governed by the principles set forth in the applicable sections of the California Civil Code, as summarized in paragraph 24.2.

24.2 When entering into a discussion with a real estate agent regarding a real estate transaction, a Buyer or Seller should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Buyer and Seller acknowledge being advised by the Brokers in this transaction, as follows:

(a) *Seller's Agent.* A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or subagent has the following affirmative obligations: (1) *To the Seller:* A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Seller. (2) *To the Buyer and the Seller:* a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(b) *Buyer's Agent.* A selling agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations. (1) *To the Buyer:* A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Buyer. (2) *To the Buyer and the Seller:* a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(c) *Agent Representing Both Seller and Buyer.* A real estate agent, either acting directly or through one or more associate licenses, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer. (1) In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer: a. A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Seller or the Buyer. b. Other duties to the Seller and the Buyer as stated above in their respective sections (a) or (b) of this paragraph 24.2. (2) In representing both Seller and Buyer, the agent may not without the express permission of the respective Party, disclose to the other Party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered. (3) The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect their own interests. Buyer and Seller should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

(d) *Further Disclosures.* Throughout this transaction Buyer and Seller may receive more than one disclosure, depending upon the number of agents assisting in the transaction. Buyer and Seller should each read its contents each time it is presented, considering the relationship between them and the real estate agent in this transaction and that disclosure. Buyer and Seller each acknowledge receipt of a disclosure of the possibility of multiple representation by the Broker representing that principal. This disclosure may be part of a listing agreement, buyer representation agreement or separate document. Buyer understands that Broker representing Buyer may also represent other potential buyers, who may consider, make offers on or ultimately acquire the Property. Seller understands that Broker representing Seller may also represent other sellers with competing properties that may be of interest to this Buyer. Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this transaction may be brought against Broker more than one year after the Date of Agreement and that the liability (including court costs and attorneys' fees), of any Broker with respect to any breach of duty, error or omission relating to this Agreement shall not exceed the fee received by such Broker pursuant to this Agreement; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

24.3 *Confidential Information.* Buyer and Seller agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

25. Construction of Agreement. In construing this Agreement, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Agreement. Whenever required by the context, the singular shall include the plural and vice versa. This Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

26. Additional Provisions.

Additional provisions of this offer, if any, are as follows or are attached hereto by an addendum or addenda consisting of paragraphs 26.1 through 26.2. (If there are no additional provisions write "NONE".)

| SEE ATTACHED ADDENDUM

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY AIR CRE OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS AGREEMENT OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS AGREEMENT.
2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PROPERTY. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PROPERTY, THE INTEGRITY AND CONDITION OF ANY STRUCTURES AND OPERATING SYSTEMS, AND THE SUITABILITY OF THE PROPERTY FOR BUYER'S INTENDED USE.

WARNING: IF THE PROPERTY IS LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THIS AGREEMENT MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PROPERTY IS LOCATED.

NOTE:

1. THIS FORM IS NOT FOR USE IN CONNECTION WITH THE SALE OF RESIDENTIAL PROPERTY.
2. IF EITHER PARTY IS A CORPORATION, IT IS RECOMMENDED THAT THIS AGREEMENT BE SIGNED BY TWO CORPORATE OFFICERS.

The undersigned Buyer offers and agrees to buy the Property on the terms and conditions stated and acknowledges receipt of a copy hereof.

BROKER

Newmark Grubb Pearson Commercial,
A Division of Pearson Realty

Attn: Nicholas J. Audino, SIOR

Title: Senior Vice President

Address: 7480 N. Palm Avenue, Suite 101,
Fresno, CA 93711

Phone: (559) 432-6700 or (559) 447-6270

Fax: (559) 432-6200

Email: naudino@pearsonrealty.com

Federal ID No.: _____

Broker/Agent BRE License #: 00020875 / #01231272

Date: _____

BUYER

Span Development, LLC, a Wyoming limited
liability company

By: _____

Name Printed: _____

Title: _____

Phone: _____

Fax: _____

Email: _____

By: _____

Name Printed: _____

Title: _____

Phone: _____

Fax: _____

Email: _____

Address: _____

Federal ID No.: _____

27. Acceptance.

27.1 Seller accepts the foregoing offer to purchase the Property and hereby agrees to sell the Property to Buyer on the terms and conditions therein specified.

27.2 In consideration of real estate brokerage service rendered by Brokers, Seller agrees to pay Brokers a real estate Brokerage Fee in a sum equal to 4 % of the Purchase Price. ~~to be divided between the Brokers as follows: Seller's Broker, _____% and Buyer's Broker, _____%.~~ This Agreement shall serve as an irrevocable instruction to Escrow Holder to pay such Brokerage Fee to Brokers out of the proceeds accruing to the account of Seller at the Closing.

27.3 Seller acknowledges receipt of a copy hereof and authorizes Brokers to deliver a signed copy to Buyer.

NOTE: A PROPERTY INFORMATION SHEET IS REQUIRED TO BE DELIVERED TO BUYER BY SELLER UNDER THIS AGREEMENT.

BROKER

Newmark Grubb Pearson Commercial, A
Division of Pearson Realty

Attn: Nicholas J. Audino, SIOR

Title: Senior Vice President

Address: 7480 N. Palm Avenue, Suite 101,
Fresno, CA 93711

Phone: (559) 432-6200 or (559) 447-6270

Fax: (559) 432-2938

Email: naudino@pearsonrealty.com

Federal ID No.: _____

Broker/Agent BRE License #: _____

Date: _____

SELLER

City of Madera

By: _____

Name Printed: Andrew J. Medellin

Title: Mayor

Phone: _____

Fax: _____

Email: _____

By: _____

Name Printed: _____

Title: _____

Phone: _____

Fax: _____

Email: _____

Address: _____

Federal ID No.: _____

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INITIALS

OFAL-15.00, Revised 01-03-2017



**ADDENDUM TO THE STANDARD OFFER, AGREEMENT AND ESCROW
INSTRUCTIONS
FOR PURCHASE OF REAL ESTATE**

Date: August 31, 2017

By and Between

Buyer: Span Development, LLC, a Wyoming limited liability company

Seller: City of Madera

Property Address: No Street Address, vacant land

located in Freedom Industrial Park in Madera, CA 93637, known as
Assessor's Parcel No. 009-331-018
(street address, city, state, zip)

26.1 Close of Escrow.

The Close of Escrow shall be the earlier of one hundred eighty (180) days following the Date of Agreement, or the issuance of building permits by the City of Madera to the Buyer for construction of a ±37,620 square foot building. If no building permits are issued within one hundred eighty (180) days, then the Agreement shall automatically terminate, escrow shall be cancelled, and the Parties shall have no further obligation to one another. The City of Madera shall not unreasonably withhold or delay site plan review approval or the issuance of building permits.

26.2 Second Promissory Note and Deed of Trust (Development Impact Fees).

Buyer shall give to the Seller a Deed of Trust ("Second Purchase Money Deed of Trust") on the Property to secure the Promissory Note of Buyer to Seller for deferral of City of Madera Development Impact Fees ("DIF"). The total amount of the Second Purchase Money Note shall be based on the total amount of the DIF calculated based on the fee schedule in effect at the time the building permits are issued.

The Second Purchase Money Note shall provide for interest on unpaid principal at the rate of 0.0% per annum and shall be paid as follows:

The principal balance of the Second Purchase Money Note shall be paid upon the earlier of the following to occur eighteen (18) months following issuance of building permits from the City of Madera to the Buyer, or until at least fifty percent (50%) of the planned ±37,620 square foot building has been occupied.

The Second Purchase Money Note and Purchase Money Deed of Trust shall be on the current forms commonly used by Escrow Holder, or another form mutually acceptable to the Buyer and Seller.

The Second Purchase Money Note and/or the Purchase Money Deed of Trust shall contain provisions regarding the following:

(a) *Prepayment.* Principal may be prepaid in whole or in part at any time without penalty, at the option of the Buyer.

(b) *Late Charge.* A late charge of six percent (6%) shall be payable with respect to any payment of principal, interest, or other charges, not made within ten (10) days after it is due.

(c) *Due On Sale.* In the event the Buyer sells or transfers title to the Property or any portion thereof, then the Seller may, at Seller's option, require the entire unpaid balance of said Note to be paid in full.

Escrow Holder shall, at Buyer's expense, prepare and record on Seller's behalf a request for notice of default and/or sale with regard to the Deed of Trust to which it will be subordinate.

WARNING: CALIFORNIA LAW DOES NOT ALLOW DEFICIENCY JUDGEMENTS ON SELLER FINANCING. IF BUYER ULTIMATELY DEFAULTS ON THE LOAN, SELLER'S SOLE REMEDY IS TO FORECLOSE ON THE PROPERTY.

This Addendum is attached and made part of the above-referenced Agreement (said Agreement and the Addendum are hereinafter collectively referred to as the "Agreement"). In the event of any conflict between the provisions of this Addendum and the printed provisions of the Agreement, this Addendum shall control.

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PROPERTY INFORMATION SHEET

(For the sale or leasing of non-residential properties)

PREFACE:

Purpose: This Statement is NOT a warranty as to the actual condition of the Property/Premises. The purpose is, instead, to provide the brokers and the potential buyer/lessee with important information about the Property/Premises which is currently in the actual knowledge of the Owner and which the Owner is required by law to disclose.

Actual Knowledge: For purposes of this Statement the phrase 'actual knowledge' means: the awareness of a fact, or the awareness of sufficient information and circumstances so as to cause one to believe that a certain situation or condition probably exists.

TO WHOM IT MAY CONCERN:

City of Madera ("Owner"), owns the Property/Premises commonly known as (street address, city, state, zip) No Street Address, vacant land Assessor's Parcel No. 009-331-018 located in the County of Madera, and generally described as (describe briefly the nature of the Premises or Property) +3.64 acres of vacant land zoned industrial in the Freedom Industrial Park (hereinafter "**Property**"), and certifies that:

1. **Material Physical Defects.** Owner has no actual knowledge of any material physical defects in the Property or any improvements and structures thereon, including, but not limited to the roof, except (if there are no exceptions write "NONE"):
_____.
2. **Equipment.**
 - A. Owner has no actual knowledge that the heating, ventilating, air conditioning, plumbing, loading doors, electrical and lighting systems, life safety systems, security systems and mechanical equipment existing on the Property as of the date hereof, if any, are not in good operating order and condition, except (if there are no exceptions write "NONE"):
_____.
 - B. Owner has no actual knowledge of any leases, financing agreements, liens or other agreements affecting any equipment which is being included with the Property, except (if there are no exceptions write "NONE"):
_____.
3. **Soil Conditions.** Owner has no actual knowledge that the Property has any slipping, sliding, settling, flooding, ponding or any other grading, drainage or soil problems, except (if there are no exceptions write "NONE"):
_____.
4. **Utilities.** Owner represents and warrants that the Property is served by the following utilities (check the appropriate boxes) ☐ public sewer system and the cost of installation thereof has been fully paid, ☐ private septic system, ☐ electricity, ☐ natural gas, ☐ domestic water, ☐ telephone, and ☐ other: _____.
5. **Insurance.** Owner has no actual knowledge of any insurance claims filed regarding the Property during the preceding 3 years, except (if there are no exceptions write "NONE"):
_____.
6. **Compliance With Laws.** Owner has no actual knowledge of any aspect or condition of the Property which violates applicable laws, rules, regulations, codes, or covenants, conditions or restrictions, or of improvements or alterations made to the Property without a permit where one was required, or of any unfulfilled order or directive of any applicable government agency or of any casualty insurance company that any work of investigation, remediation, repair, maintenance or improvement is to be performed on the Property, except (if there are no exceptions write "NONE"):
_____.
7. **Hazardous Substances and Mold.**
 - A. Owner has no actual knowledge of the Property ever having been used as a waste dump, of the past or present existence of any above or below ground storage tanks on the Property, or of the current existence on the Property of asbestos, transformers containing PCB's or any hazardous, toxic or infectious substance whose nature and/or quantity of existence, use, manufacture or effect, render it subject to Federal, state or local regulation, investigation, remediation or removal as potentially injurious to public health or welfare, except (if there are no exceptions write "NONE"):
_____.
 - B. Owner represents and warrants that it is not currently, and never has been engaged in the business of hauling waste, and never stored hazardous substances on the Property, except (if there are no exceptions write "NONE"):
_____.
 - C. Owner has no actual knowledge of the existence on the Property of hazardous levels of any mold or fungi defined as toxic under applicable state or Federal law, except (if there are no exceptions write "NONE"):
_____.
8. **Fire Damage.** Owner has no actual knowledge of any structure on the Property having suffered material fire damage, except (if there are no exceptions write "NONE"):
_____.
9. **Actions, Suits or Proceedings.** Owner has no actual knowledge that any actions, suits or proceedings are pending or threatened before any court, arbitration tribunal, governmental department, commission, board, bureau, agency or instrumentality that would affect the Property or the right or ability of an owner or tenant to convey, occupy or utilize the Property, except (if there are no exceptions write "NONE"):
_____.
Owner has not served any Notices of Default on any of the tenants of the Property which have not been resolved except (if there are no exceptions write "NONE"):
_____.
10. **Governmental Proceedings.** Owner has no actual knowledge of any existing or contemplated condemnation, environmental, zoning, redevelopment agency plan or other land use regulation proceedings which could detrimentally affect the value, use and operation of the Property, except (if there are no exceptions write "NONE"):
_____.
11. **Unrecorded Title Matters.** Owner has no actual knowledge of any encumbrances, covenants, conditions, restrictions, easements, licenses, liens, charges or other matters which affect the title of the Property that are not recorded in the official records of the county recorder where the Property is located, except (if there are no exceptions write "NONE"):
_____.
12. **Leases.** Owner has no actual knowledge of any leases, subleases or other tenancy agreements affecting the Property, except (if there are no exceptions write "NONE"):
_____.

INITIALS

INITIALS

13. **Options.** Owner has no actual knowledge of any options to purchase, rights of first refusal, rights of first offer or other similar agreements affecting the Property, except (if there are no exceptions write "NONE"): _____.

14. **Short Sale/Foreclosure.** The ability of the Owner to complete a sale of the Property ☐ is contingent ☐ is not contingent upon obtaining the consent of one or more lenders to conduct a 'short sale', ie. a sale for less than the amount owing on the Property. (This paragraph only needs to be completed if this Property Information Sheet is being completed in connection with the proposed sale of the Property) One or more of any loans secured by the Property ☐ is ☐ is not in foreclosure.

15. **Energy Efficiency.** The Property ☐ has ☐ has not been granted an energy efficiency rating or certification such as one from the U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED) or ☐ Seller/Lessor does not know if the Property has been granted such a rating or certificate. If such a rating or certification has been obtained please describe the rating or certification and provide the name of the organization that granted it: _____.

16. **Other.** (It will be presumed that there are no additional items which warrant disclosure unless they are set forth herein):
_____.

The statements herein will be relied upon by brokers, buyers, lessees, lenders and others. Therefore, Owner and/or the Owner's Property Manager has reviewed and modified this printed statement as necessary to accurately and completely state all the known material facts concerning the Property. To the extent such modifications are not made, this statement may be relied upon as printed. This statement, however, shall not relieve a buyer or lessee of responsibility for independent investigation of the Property. Owner agrees to promptly notify, in writing, all appropriate parties of any material changes which may occur in the statements contained herein from the date this statement is signed until title to the Property is transferred, or the lease is executed.

Date: _____
(fill in date of execution)

OWNER
City of Madera

By: _____
Name Printed: Andrew J. Medellin
Title: Mayor

Buyer/lessee hereby acknowledges receipt of a copy of this Property Information Sheet on _____. (Fill in date received)

BUYER/LESSEE
Span Development, LLC, a Wyoming limited liability company

By: _____
Name Printed: _____
Title: _____

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SELLER'S MANDATORY DISCLOSURE STATEMENT

(Required by law on transactions involving non-residential properties in California)

DO NOT USE THIS FORM WITH REGARD TO THE SALE OF RESIDENTIAL PROPERTIES

This disclosure statement is intended to be a part of the ☒ STANDARD OFFER, AGREEMENT AND ESCROW INSTRUCTIONS FOR PURCHASE OF REAL ESTATE (See paragraph 9.1(a) of said document) or ☐ _____ (the "Purchase Agreement") dated August 31, 2017, regarding that certain real property commonly known as (street address, city, state, zip): No Street Address, vacant land located in the Freedom Industrial Park in Madera, California; APN: 009-331-018 (the "Property") wherein City of Madera is the Seller and Span Development, LLC, a Wyoming limited liability company is the Buyer. Note: This disclosure statement is not designed nor intended to be used in place of the standard Property Information Sheet published BY AIR CRE ("AIR"). Both documents should be used in every transaction involving a sale.

In order to comply with State law concerning disclosures to a potential purchaser, Seller elects to:

- ☐ A. Utilize a report prepared by a professional consultant which has been approved by the AIR, i.e., **First American Natural Hazard Disclosures**, (800) 527-0027, or JCP Property Disclosure Reports, (800) 748-5233. A copy of their report is attached hereto. **(Complete paragraph 8, 9, 10, 12 and 13 and sign this statement in the place provided.)**
- ☒ B. Utilize a report prepared by an approved vendor of Chicago Title Company, ~~with phone number: ---~~. A copy of ~~their~~ the report **will be provided to the Buyer within ten (10) days following the Date of Agreement.** ~~is attached hereto.~~ **(Complete paragraphs 8, 9, 10, 12, and 13, sign this Statement in the place provided, and attach a copy of The Commercial Property Owner's Guide to Earthquake Safety.)**
- ☐ C. Complete this Disclosure Statement without the assistance of a professional consultant. **(Complete paragraphs 1 through 13 and sign this Statement in the place provided. Remember to attach a copy of The Commercial Property Owner's Guide to Earthquake Safety.)**

1. EARTHQUAKE FAULT ZONES. If the Property is located within a delineated Earthquake Fault Zone (a zone that encompasses a potentially or recently active trace of an earthquake fault that is deemed by the State Geologist to constitute a potential hazard to structures from surface faulting or fault creep), California Public Resources Code §2621 et seq. mandates that prospective purchasers be advised that the Property is located within such a Zone, and that its development may require a geologic report from a state registered geologist. In accordance with such law, Buyer is hereby informed that the Property ☐ is or ☐ is not within a delineated Earthquake Fault Zone.

2. SEISMIC HAZARD ZONES. If the Property is located within a Seismic Hazard Zone as delineated on a map prepared by the California Division of Mines and Geology, California Public Resources Code §2690 et seq. mandates that prospective purchasers be advised that the Property is located within such a Zone. In accordance with such law, Buyer is hereby informed that the Property ☐ is or ☐ is not within a Seismic Hazard Zone.

3. EARTHQUAKE SAFETY. If (1) the improvements on the Property were constructed prior to 1975, and (2) said improvements include structures with (i) pre-cast (e.g., tilt-up) concrete or reinforced masonry walls together with wood frame floors or roofs or (ii) unreinforced masonry walls, Buyer must be provided with a copy of The Commercial Property Owner's Guide to Earthquake Safety (the "Booklet") published by the California Seismic Safety Commission. Buyer is hereby informed that the Property:

☐ (a) meets the foregoing requirements, and a copy of the Booklet and a completed "Commercial Property Earthquake Weakness Disclosure Report" is attached hereto. Within five business days of Buyer's receipt of said Disclosure Report, Buyer shall deliver a duly countersigned copy of the same to Escrow Holder, with a copy to Seller and Seller's Broker. Escrow Holder is hereby instructed that the Escrow shall not close unless and until Escrow Holder has received the Disclosure Report duly signed by both Seller and Buyer.

☐ (b) does not meet the foregoing requirements requiring the delivery of the Booklet.

4. FIRE PROTECTION. If the Property is located within a designated State Responsibility Area as delineated on a map prepared by the California Department of Forestry, California Public Resources Code §4136 mandates that prospective purchasers be advised that the Property is located within a wildland area which may contain substantial forest fire risks and hazards, that the State may not be responsible to provide fire protection services, and that the Property may be subject to the requirements of Public Resources Code §4291 which requires the periodic removal of brush, the maintenance of firebreaks, and other similar activities. In accordance with such law, Buyer is hereby informed that the Property ☐ is or ☐ is not within a designated State Responsibility Area.

5. FIRE HAZARD. If the Property is located within an area designated as a Very High Fire Hazard Severity Zone pursuant to Government Code §51178 et seq, §51183.5 mandates that prospective purchasers be advised that the Property is located within such a zone and that the Property may be subject to various maintenance, design and/or construction requirements and/or restrictions. In accordance with such law, Buyer is hereby informed that the Property ☐ is or ☐ is not within a designated Very High Fire Hazard Severity Zone.

6. AREA OF POTENTIAL FLOODING. If the Property is located within an area of potential flooding in the event of the failure of a dam as shown on an inundation map designated pursuant to Government Code §8589.5, §8589.4 mandates that prospective purchasers be advised that the Property is located within such an area. In accordance with such law, Buyer is hereby informed that the Property ☐ is or ☐ is not within a designated area of potential flooding.

7. FLOOD HAZARD AREAS. If the Property is located within a designated Federal Flood Hazard Area as delineated on a map

prepared by the Federal Emergency Management Agency, Federal law, ie. 42 U.S.C. §4104a, mandates that prospective purchasers be advised that the Property is located within an area having special flood hazards and that flood insurance may be required as a condition to obtaining financing. In accordance with such law, Buyer is hereby informed that the Property ☐ is or ☐ is not within a designated Federal Flood Hazard Area.

8. FLOOD DISASTER INSURANCE. If the Seller or Seller's predecessor-in-interest has previously received Federal flood disaster assistance and said assistance was conditioned upon obtaining and maintaining flood insurance on the Property, Federal law, ie. 42 U.S.C. §5154a, mandates that prospective purchasers be advised that they will be required to maintain such insurance on the Property and that if said insurance is not maintained and the Property is thereafter damaged by a flood disaster, the purchaser may be required to reimburse the Federal Government for the disaster relief provided. Buyer is hereby informed that to the best of the Seller's knowledge Federal flood disaster assistance ☐ has or ☐ has not been previously received with regard to the Property. Note: if such disaster assistance has been received, the law specifies that the required notice be "contained in documents evidencing the transfer of ownership".

9. WATER HEATER BRACING. If the Property contains one or more water heaters, Seller is required by California Health and Safety Code §19211 to certify to the Buyer that all such water heaters have been braced, strapped and/or anchored in accordance with law. Buyer is hereby advised that the required bracing, strapping and/or anchors: ☐ have been installed ☐ have not been installed, or ☐ Seller does not know whether they have been installed.

10. PRESENCE OF MOLD. If the seller or transferor of property knows of the presence of mold that affects the property and the mold either exceeds permissible exposure limits or poses a health threat then Health and Safety Code §26140, et seq. mandates that prospective purchasers be advised in writing of such mold. In accordance with such law, Buyer is hereby informed that the undersigned ☐ does or ☐ does not know of the presence of such mold effecting the Property.

11. TITLE INSURANCE. In the event that the Purchase Agreement does not at present provide that title insurance will be obtained, Buyer is strongly urged to consider purchasing such insurance, and, in accordance with California Civil Code §1057.6, is advised as follows:

IMPORTANT: IN A PURCHASE OR EXCHANGE OF REAL PROPERTY, IT MAY BE ADVISABLE TO OBTAIN TITLE INSURANCE IN CONNECTION WITH THE CLOSE OF ESCROW SINCE THERE MAY BE PRIOR RECORDED LIENS AND ENCUMBRANCES WHICH AFFECT YOUR INTEREST IN THE PROPERTY BEING ACQUIRED. A NEW POLICY OF TITLE INSURANCE SHOULD BE OBTAINED IN ORDER TO ENSURE YOUR INTEREST IN THE PROPERTY THAT YOU ARE ACQUIRING.

12. HAZARDOUS SUBSTANCES. Seller is required by California Health and Safety Code §25359.7 to notify potential buyers of the presence of any hazardous substance that Seller knows, or has reasonable cause to believe, is located on or beneath the Property. In accordance with such law, Buyer is hereby notified that: ☐ Seller neither knows nor has reasonable cause to believe that any hazardous substance is on or beneath the Property, or ☐ Seller knows or has reasonable cause to believe that the following hazardous substances are on or beneath the Property: _____.

13. OTHER. _____

PLEASE NOTE:

While the information contained in or attached to this Disclosure Statement is believed to be accurate as of the date that it was prepared, the applicable laws and the areas covered by the various natural hazard zones, etc. can change from time to time. Prior to the close of escrow, Buyer may wish to again check the status of the Property. Also, the city and/or county in which the Property is located may have established natural hazard zones in addition to those listed above. Buyer is advised to check with the appropriate local agency or agencies.

The descriptions contained within the above disclosure paragraphs are not intended to be full and complete dissertations of all of the possible ramifications to the Buyer and/or the Property. In the event that this document indicates that the Property is affected by one or more of the disclosures, Buyer is advised to:

1. Review the applicable laws in their entirety.
2. Seek advice of counsel as to the legal consequences of the items disclosed.
3. Retain appropriate consultants to review and investigate the impact of said disclosures.

Likewise no representation or recommendation is made BY AIR CRE or by any broker as to the legal sufficiency, legal effect, or consequences of this document or the Purchase Agreement to which it relates.

Date: _____

SELLER

City of Madera

By: _____

Name Printed: Andrew J. Medellin

Title: Mayor

Receipt of the above Seller's Mandatory Disclosure Statement is hereby acknowledged:

Date: _____

BUYER

Span Development, LLC, a Wyoming limited liability company

By: _____

Name Printed: _____

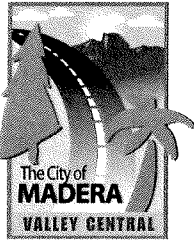
Title: _____

INITIALS

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REPORT TO THE MADERA PUBLIC FINANCING AUTHORITY

Approved by:

Sonia Alvarez

Department Director

[Signature]

Executive Director

Agency Meeting of: 9/06/17

Agenda Number: C-2

SUBJECT: Consideration of a Resolution of the Madera Public Financing Authority (Authority) Electing Officers

RECOMMENDATION: Staff recommends adoption of the resolution naming the officers of the Authority as proposed.

DISCUSSION: Members of the City Council also serve as Board Members of the Madera Public Financing Authority. The last election for the Authority was held on 10/2/13 per MPFA Resolution 13-02. The proposed action will elect officers to the Authority consistent with members currently serving on the Council as Mayor and Mayor Pro Tem as well as naming the Executive Director and the Secretary. The action is consistent with the Authority's Rules and Regulations.

The proposed officers are as listed:

Chairperson	Andrew J. Medellin
Vice Chairperson	Cece Foley Gallegos
Executive Director	David R. Tooley
Secretary	Sonia Alvarez

FINANCIAL IMPACT: There is no financial impact.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN: The requested action is not specifically addressed in the Vision Plan nor is it in conflict with it.

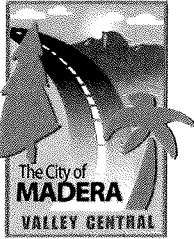
MPFA RES. NO. _____

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE MADERA PUBLIC FINANCING AUTHORITY
ELECTING OFFICERS**

BE IT RESOLVED, by the Madera Public Financing Authority (the "Authority"), that the following persons be elected to the offices set opposite their names below, as Chairperson and Vice Chairperson of the Authority to serve until the election and qualification of their successors, and that the following persons be designated for the office set opposite their names below as Executive Director and Secretary of the Authority to serve until the designation and qualification of their successors:


Chairperson	Andrew J. Medellin
Vice Chairperson	Cece Foley Gallegos
Executive Director	David R. Tooley
Secretary	Sonia Alvarez

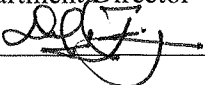
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REPORT TO CITY COUNCIL

Approved by:



Department Director


City Administrator

Council Meeting of: September 6, 2017

Agenda Number: C-3

SUBJECT: CONSIDERATION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING THE AGREEMENTS WITH DEL RIO ADVISORS, LLC FOR PROFESSIONAL SERVICES ON A LIMITED SCOPE RELATED TO POTENTIAL BOND REFUNDING OPPORTUNITIES AND AUTHORIZING THE MAYOR TO EXECUTE THE SPECIAL SERVICES AGREEMENT AND THE DIRECTOR OF FINANCIAL SERVICES TO EXECUTE THE ENGAGEMENT AGREEMENT

RECOMMENDED ACTION

Staff recommends that the City Council adopt a resolution approving the agreements with Del Rio Advisors, LLC for professional services on a limited scope related to potential bond refunding opportunities and authorizing the Mayor to execute the Special Services Agreement and the Director of Financial Services to Execute the Engagement Agreement.

BACKGROUND

As part of the City's ongoing effort to implement cost reductions, staff has been looking into the possibility of reducing debt service costs by refinancing existing bonds at lower interest rates. We have identified one outstanding bond issue that could potentially be refinanced for a cost savings to the City of Madera. Kenneth Dieker of Del Rio Advisors, LLC served as the primary Municipal Advisor when the City of Madera refinanced its Wastewater/Water Bonds in 2015. That refinancing will save the City over \$2.3 million in debt payments over the life of those bonds. Staff was pleased with the level of professional, ethical service that Mr. Dieker demonstrated during that refinancing exercise and would like to engage the services of Del Rio Advisors, LLC to pursue further refinancing opportunities for the City of Madera.

DISCUSSION

The first important step in pursuing a potential bond refinancing is the selection of a Municipal Advisor, who provides professional services to evaluate bond market conditions and help staff solicit services from other necessary team members if a refinancing of bonds is deemed to be prudent. The Municipal Advisor's fees are done on a "per deal" basis and are contingent upon the successful completion of a bond refinancing deal. So, if no refinancing of bonds takes place, the Municipal Advisor does not charge the City for his services.

The first potential bond refinancing deal that staff has identified for consideration is the 1993 Variable Rate Demand Bonds. With short-term interest rates rising, the variable rate interest that we have been paying has increased considerably over that last six months, and staff would like to see what savings might be realized over time, by refinancing into a fixed rate instrument. Of course, we will continue to look for additional cost-saving options which could justify enlisting the services of Del Rio Advisors, LLC. However, due to the "per deal" nature of such agreements, which create no cost to the City if no deal is completed, it benefits the City to contract with him separately for each deal. If we complete a refinancing of the 1993 Variable Rate Demand Bonds, the proposed contract calls for a capped fee of \$12,500, inclusive of all standard expenses. If not, nothing will be paid to Kenneth Dieker for his services related to these bonds. A separate agreement will be submitted for Council's consideration, if further refinancing deals are identified.

FINANCIAL IMPACT

The approval of this resolution approving the agreements with Del Rio Advisors, LLC for professional services on a limited scope related to the refinancing of bonds will only result in a capped fee of \$12,500 if the City of Madera does complete a refinancing of the 1993 Variable Rate Demand Bonds with the assistance of Del Rio Advisors, LLC.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

The presentation of this item is consistent with Strategy 115 of the Vision Plan - Economic Resource Provision: Ensure sufficient economic resources to provide adequate City services and prepare for future growth. It is also in line with funding core services as articulated by the Vision Madera 2025 Plan.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING THE AGREEMENTS WITH DEL RIO ADVISORS, LLC FOR PROFESSIONAL SERVICES ON A LIMITED SCOPE RELATED TO POTENTIAL BOND REFUNDING OPPORTUNITIES AND AUTHORIZING THE MAYOR TO EXECUTE THE SPECIAL SERVICES AGREEMENT AND THE DIRECTOR OF FINANCIAL SERVICES TO EXECUTE THE ENGAGEMENT AGREEMENT

WHEREAS, the City of Madera (the "City") is seeking opportunities to cut operational costs; and

WHEREAS, the City has identified one outstanding bond issue that could potentially be refinanced for a cost savings to the City of Madera; and

WHEREAS, the City of Madera interviewed three firms and selected Del Rio Advisors, LLC in the past; and

WHEREAS, the City of Madera was pleased with the services provided by Del Rio Advisors, LLC; and

WHEREAS, the City of Madera would like to obtain Municipal Advisor services to evaluate and potentially refinance the 1993 Variable Rate Demand Bonds; and

WHEREAS, Del Rio Advisors, LLC has agreed to provide such services for a capped fee of \$12,500 including all standard expenses that will only be charged if the above mentioned bonds are refinanced by the City.

NOW THEREFORE, THE COUNCIL OF THE CITY OF MADERA does hereby resolve, find and order as follows:

1. The above recitals are true and correct.
2. The Agreements between the City of Madera and Del Rio Advisors, LLC in an amount not to exceed \$12,500, a copy of which is on file in the office of the City Clerk and referred to for particulars, are hereby approved.
3. The Mayor is hereby authorized to execute the Special Services Agreement with Del Rio Advisors, LLC.
4. The Director of Financial Services is hereby authorized to execute the Engagement Agreement with Del Rio Advisors, LLC.
5. This resolution is effective immediately upon adoption.

AGREEMENT FOR MUNICIPAL ADVISORY SERVICES

This contract ("AGREEMENT") is between the City of Madera and the Madera Public Financing Authority ("CLIENT") and Del Rio Advisors, LLC ("CONSULTANT").

RECITALS

- A. CLIENT requires the services of CONSULTANT to act as Municipal Advisor related to the following:

**Madera Public Financing Authority
(Madera Municipal Golf Course Refinancing Project)**

- B. CONSULTANT possesses distinct professional skills necessary to perform the services described in AGREEMENT
- C. CONSULTANT will work with other members of the Finance Team to facilitate and complete the assignment contemplated herein.

NOW, THEREFORE, CLIENT and CONSULTANT agree as follows:

1. CONSULTANT shall make all reasonable efforts to complete the tasks described above in a timely manner.
2. CONSULTANT shall be ready and able to begin to perform services required in Exhibit "A" to this AGREEMENT, which is attached hereto and incorporated herein by reference, immediately upon its execution and shall perform such services diligently until AGREEMENT terminates.
3. CONSULTANT shall maintain records and documents related to the performance of AGREEMENT, and shall allow CLIENT access to such records, upon request, for a period of three (3) years from the date of AGREEMENT's termination. CONSULTANT shall provide copies of these records and documents when requested by CLIENT.
4. CONSULTANT'S charges will not include reimbursement to other agents, representatives or consultants.
5. Assignment:

CONSULTANT shall not assign AGREEMENT or any portion of it without the express written approval of the CLIENT.

6. Term:

The commencement date of the AGREEMENT is the execution date as indicated on the signature page of this AGREEMENT and the end date is the earlier of either the successful closing of the financing or termination by either party. In addition, this agreement will be valid and binding until December 31, 2018, unless otherwise amended to extend the term.

7. Termination:

This AGREEMENT may be terminated by either party with 30-days written notice delivered by registered mail to the other party. If terminated, City / Authority will pay any standard reimbursable expenses accrued to date and otherwise contingent on the successful closing of the transaction.

8. Confidentiality:

CONSULTANT shall not disclose or make use of confidential or proprietary information or knowledge that may be disclosed to him, directly or indirectly, in the course of any performance under AGREEMENT. This Section survives termination of AGREEMENT.

9. Payment and Expenses:

CONSULTANT proposes a total fee capped at \$12,500 inclusive of all standard expenses.

Payments prescribed in AGREEMENT shall constitute all compensation to CONSULTANT for all costs of its services. CONSULTANT shall be solely responsible for any payment of its insurance, taxes and all other expenses incurred in connection with the project.

CONSULTANT shall invoice CLIENT upon the successful closing of the financing. CLIENT shall pay CONSULTANT, from costs of issuance, in an expedient manner in accordance with normal payment procedures.

10. CONSULTANT'S Responsibility:

It is understood and agreed that CONSULTANT has the professional skills necessary to perform the work agreed and that CLIENT relies upon the professional skills of the CONSULTANT to do and perform its work in a skillful and professional manner.

It is further understood and agreed that the CONSULTANT has reviewed the scope of work to be performed and that the CONSULTANT agrees in their professional judgment said work can and shall be completed at the rate set forth in AGREEMENT.

11. Insurance Requirements

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

Minimum Scope and Limits of Insurance

Consultant shall maintain limits no less than:

- \$2,000,000 **General Liability** (including operations, products and completed operations) per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO form CG 20 10 that the CLIENT and its officers, officials, employees and agents shall be additional insureds under such policies.
- \$1,000,000 **Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the CLIENT and its officers, officials, employees and agents shall be additional insureds under such policies.
- \$1,000,000 **Professional Liability (Errors & Omissions)** per claim and in the aggregate. Consultant shall maintain professional liability insurance that insures against professional errors and omission that may be made in performing the Services to be rendered in connection with this Agreement. Any policy inception date, continuity date, or retroactive date must be before

the effective date of this Agreement, and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement. The cost of such insurance shall be included in Consultant's bid.

Maintenance of Coverage

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

Proof of Insurance

Consultant shall provide to the CLIENT certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the CLIENT prior to commencement of performance. Current evidence of insurance shall be kept on file with the CLIENT at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

Acceptable Insurers

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

Waiver of Subrogation

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

Enforcement of Contract Provisions (non estoppel)

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

Specifications not Limiting

Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of

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

Notice of Cancellation

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

Self-insured Retentions

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

Timely Notice of Claims

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

Additional Insurance

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

12. Indemnity.

CONSULTANT shall indemnify and save harmless the CLIENT, its officers, agents, employees, and servants from all claims, suits or actions of every name, kind, description, brought for, or on account of, injuries to or death of any person or damage to property resulting from the fault or negligence of CLIENT, its officers, agents, employees and/or servants in connection with this Agreement.

CLIENT shall indemnify and save harmless CONSULTANT, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, description, brought for, or on account of, injuries to or death of any person or damage to property resulting from the fault or negligence of the CLIENT, its officers, agents, employees, and/or servants in connection with this Agreement.

13. Notices:

Any notice required or permitted under the terms of AGREEMENT shall be effective upon receipt in writing either by personal service upon the authorized agent of CLIENT or upon CONSULTANT, respectively, or by mailing the notice via U.S. Mail to:

To CLIENT at:

CITY OF MADERA or MADERA PUBLIC FINANCING AUTHORITY
MR. DAVID TOOLEY
CITY ADMINISTRATOR
205 W. 4th STREET
MADERA, CA 93637

To CONSULTANT at:

DEL RIO ADVISORS, LLC
MR. KENNETH L. DIEKER
1325 COUNTRY CLUB DRIVE
ORANGE, CA 92865-1753

This agreement is entered into as of _____, 2017

DEL RIO ADVISORS, LLC

By: _____

CITY OF MADERA

By: _____
Andrew J. Medellin, Mayor

Attest:

Sonia Alvarez, City Clerk

Approved as to form:

Brent Richardson, City Attorney

MADERA PUBLIC FINANCING AUTHORITY

By: _____
_____, Chairperson

Attest:

Sonia Alvarez, Secretary

Approved as to form:

Brent Richardson, General Counsel



Del Rio Advisors, LLC

"Independent Registered Municipal Advisor"

August 28, 2017

**Mr. Tim Przybyla
Director of Financial Services
City of Madera / Madera Public Financing Authority
205 W. 4th Street
Madera, CA 93637**

RE: Engagement Agreement / Disclosures

Dear Mr. Przybyla:

This letter specifies a proposed engagement agreement between Del Rio Advisors, LLC ("MA") and the City of Madera and any joint powers agency used to assist the city in the issuance of obligations ("City/Authority"). This letter also provides certain written policies and disclosures to be provided by the Municipal Advisor to the Municipal Entity effective July 1, 2014 and now required by both the Securities and Exchange Commission ("SEC") and the Municipal Securities Rulemaking Board ("MSRB").

Scope of Municipal Advisory Activities to be Performed

MA will work on the following transaction on a conversion from tax-exempt to taxable:

Madera Public Financing Authority (Madera Municipal Golf Course Refinancing Project)

Under the new regulations, Municipal Advisors are now required to provide a specific list of services to be performed while acting as Municipal Advisor. This list can be amended at any time upon written agreement between the parties.

- Review the financing options available to the City/Authority including
 - Extend the term of the existing letter of credit
 - Placement to direct lenders
- Review the official statement and disclosure on EMMA related to the bonds

Del Rio Advisors, LLC

*1325 Country Club Drive
Modesto, CA 95356
Phone: (209) 543-8704
Fax: (209) 554-0427
Mobile: (209) 480-1862
Email: kdieker@delrioadvisors.com*



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- Review all bond related documents
- Contact broker dealers to receive proposals to act as placement agent
- Review a draft term sheet to distribute to lenders
- Review lender responses and recommend preferred lender to the City/Authority
- Prepare a detailed financing schedule and interested parties list
- Review and comment on all bond documents
- Draft all staff reports and informational items, as requested
- Attend all meetings / calls and make presentations, as requested

Term of Engagement Agreement

The commencement date of the engagement is the execution date as indicated on the signature page of this engagement and the end date is the earlier of termination by either party or December 31, 2018.

Termination of Engagement Agreement

This engagement may be terminated by either party with thirty (30) days written notice delivered by registered mail to the other party. If terminated, City/Authority will pay any standard reimbursable expenses accrued to date.

Compensation and Out-of-Pocket Expenses

A total fee capped at \$12,500 inclusive of all standard expenses.

Fiduciary Duty

MA is registered as a Municipal Advisor with the SEC and Municipal Securities Rulemaking Board (MSRB). As such, MA has a Fiduciary duty to the City/Authority and must provide both a Duty of Care and Loyalty that entail the following:

Duty of Care

- a) exercise due care in performing its municipal advisory activities;

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- b) possess the degree of knowledge and expertise needed to provide the City/Authority with informed advice;
- c) make a reasonable inquiry as to the facts that are relevant to the determination as to whether to proceed with a course of action or that form the basis for any advice provided to the City/Authority; and
- d) undertake a reasonable investigation to determine that MA is not forming any recommendation on materially inaccurate or incomplete information; MA must have a reasonable basis for:
 - i. any advice provided to or on behalf of the City/Authority;
 - ii. any representations made in a certificate that it signs that will be reasonably foreseeably relied upon by the City/Authority, any other party involved in the municipal securities transaction or municipal financial product, or investors in the City/Authority securities; and
 - iii. any information provided to the City/Authority or other parties involved in the municipal securities transaction when participating in the preparation of an official statement.

Duty of Loyalty

MA must deal honestly and with the utmost good faith with City/Authority and act in City/Authority's best interests without regard to the financial or other interests of MA. MA will eliminate or provide full and fair disclosure (included herein) to City/Authority about each material conflict of interest (as applicable). MA will not engage in municipal advisory activities with City/Authority as a municipal entity, if it cannot manage or mitigate its conflicts in a manner that will permit it to act in City/Authority's best interests.

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Conflicts of Interest and Other Matters Requiring Disclosures:

- As of the date of the Agreement, there are no actual or potential conflicts of interest that MA is aware of that might impair its ability to render unbiased and competent advice or to fulfill its fiduciary duty. If MA becomes aware of any potential conflict of interest that arises after this disclosure, MA will disclose the detailed information in writing to City/Authority in a timely manner.
- The fee paid to MA increases the cost of investment to City/Authority. The increased cost occurs from compensating MA for municipal advisory services provided.
- MA does not act as principal in any of the transaction(s) related to this Agreement.
- During the term of the municipal advisory relationship, this agreement will be promptly amended or supplemented to reflect any material changes in or additions to the terms or information within this agreement and the revised writing will be promptly delivered to City/Authority.
- MA does not have any affiliate that provides any advice, service, or product to or on behalf of the client that is directly or indirectly related to the municipal advisory activities to be performed by MA;
- MA has not made any payments directly or indirectly to obtain or retain the City/Authority's municipal advisory business;
- MA has not received any payments from third parties to enlist MA's recommendation to City/Authority of its services, any municipal securities transaction or any municipal finance product;
- MA has not engaged in any fee-splitting arrangements involving MA and any provider of investments or services to City/Authority;
- MA has a conflict of interest from compensation for municipal advisory activities to be performed, that is contingent on the size or closing of any transactions as to which MA is providing advice;

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- MA does not have any other engagements or relationships that might impair MA's ability either to render unbiased and competent advice to or on behalf of City/Authority or to fulfill its fiduciary duty to the City/Authority, as applicable; and
- MA does not have any legal or disciplinary events that are material to City/Authority's evaluation of the municipal advisory or the integrity of its management or advisory personnel.

Legal Events and Disciplinary History

MA does not have any legal events and disciplinary history on their Form MA and Form MA-I, which includes information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. City/Authority may electronically access MA's most recent Forms MA and each most recent Forms MA-I filed with the Commission at the following website:

www.sec.gov/edgar/searchedgar/companysearch.html.

There have been no material changes to a legal or disciplinary event disclosure on any Form MA or Form MA-I filed with the SEC.

Recommendations

If MA makes a recommendation of a municipal securities transaction or municipal financial product or if the review of a recommendation of another party is requested in writing by City/Authority and is within the scope of the engagement, MA will determine, based on the information obtained through reasonable diligence of MA whether a municipal securities transaction or municipal financial product is suitable for City/Authority. In addition, MA will inform City/Authority of:

- the evaluation of the material risks, potential benefits, structure, and other characteristics of the recommendation;

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- the basis upon which MA reasonably believes that the recommended municipal securities transaction or municipal financial product is, or is not, suitable for City/Authority; and
- whether MA has investigated or considered other reasonably feasible alternatives to the recommendation that might also or alternatively serve the City/Authority's objectives.

If City/Authority elects a course of action that is independent of or contrary to the advice provided by MA, MA is not required on that basis to disengage from City/Authority.

Record Retention

Effective July 1, 2014, pursuant to the Securities and Exchange Commission (SEC) record retention regulations, MA is required to maintain in writing, all communication and created documents between MA and City/Authority for five (5) years.

Various Matters

Based upon the date of execution below, MA may begin work immediately on the understanding that the City/Authority may use this engagement letter as either an exhibit to any standard form of City/Authority contract or if one is not available will become the agreement between the parties.

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If there are any questions regarding the above, please do not hesitate to contact Kenneth L. Dieker of Del Rio Advisors, LLC. If the foregoing terms meet with your approval, please **acknowledge receipt** by executing this letter, scan and email a copy to kdieker@delrioadvisors.com.

Sincerely,

Del Rio Advisors, LLC

By: 

Kenneth L. Dieker, Principal

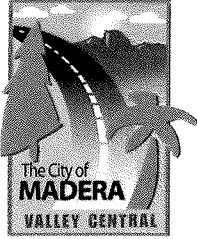
City/Authority

By: _____
Mr. Tim Przybyla, Director of Financial Services

Dated as of _____, 2017


Del Rio Advisors, LLC

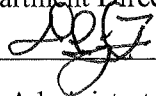
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REPORT TO THE MADERA PUBLIC FINANCING AUTHORITY

Approved by:



Department Director


City Administrator

Agency Meeting of: September 6, 2017

Agenda Number: C-4

SUBJECT: CONSIDERATION OF A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MADERA PUBLIC FINANCING AUTHORITY APPROVING THE AGREEMENTS WITH DEL RIO ADVISORS, LLC FOR PROFESSIONAL SERVICES ON A LIMITED SCOPE RELATED TO POTENTIAL BOND REFUNDING OPPORTUNITIES AND AUTHORIZING THE CHAIRPERSON TO EXECUTE THE SPECIAL SERVICES AGREEMENT AND THE DIRECTOR OF FINANCIAL SERVICES TO EXECUTE THE ENGAGEMENT AGREEMENT

RECOMMENDED ACTION

Staff recommends that the Board adopt a resolution approving the agreements with Del Rio Advisors, LLC for professional services on a limited scope related to potential bond refunding opportunities and authorizing the Chairperson to execute the Special Services Agreement and the Director of Financial Services to Execute the Engagement Agreement.

BACKGROUND

As part of the City's ongoing effort to implement cost reductions, City staff has been looking into the possibility of reducing debt service costs by refinancing existing bonds at lower interest rates. We have identified one outstanding bond issue that could potentially be refinanced for a cost savings to the City of Madera. Kenneth Dieker of Del Rio Advisors, LLC served as the primary Municipal Advisor when the Madera Public Financing Authority (MPFA) refinanced its Wastewater/Water Bonds in 2015. That refinancing will save the MPFA over \$2.3 million in debt payments over the life of those bonds. Staff was pleased with the level of professional, ethical service that Mr. Dieker demonstrated during that refinancing exercise and would like to

engage the services of Del Rio Advisors, LLC to pursue further refinancing opportunities for the City of Madera.

DISCUSSION

The first important step in pursuing a potential bond refinancing is the selection of a Municipal Advisor, who provides professional services to evaluate bond market conditions and help staff solicit services from other necessary team members if a refinancing of bonds is deemed to be prudent. The Municipal Advisor's fees are done on a "per deal" basis and are contingent upon the successful completion of a bond refinancing deal. So, if no refinancing of bonds takes place, the Municipal Advisor does not charge the MPFA for his services.

The first potential bond refinancing deal that staff has identified for consideration is the 1993 Variable Rate Demand Bonds. With short-term interest rates rising, the variable rate interest that we have been paying has increased considerably over that last six months, and staff would like to see what savings might be realized over time, by refinancing into a fixed rate instrument. Of course, we will continue to look for additional cost-saving options which could justify enlisting the services of Del Rio Advisors, LLC. However, due to the "per deal" nature of such agreements, which create no cost to the City if no deal is completed, it benefits the MPFA to contract with him separately for each deal. If we complete a refinancing of the 1993 Variable Rate Demand Bonds, the proposed contract calls for a capped fee of \$12,500, inclusive of all standard expenses. If not, nothing will be paid to Kenneth Dieker for his services related to these bonds. A separate agreement will be submitted for Board's consideration, if further refinancing deals are identified.

FINANCIAL IMPACT

The approval of this resolution approving the agreements with Del Rio Advisors, LLC for professional services on a limited scope related to the refinancing of bonds will only result in a capped fee of \$12,500 if the Madera Public Financing Authority does complete a refinancing of the 1993 Variable Rate Demand Bonds with the assistance of Del Rio Advisors, LLC.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

The presentation of this item is consistent with Strategy 115 of the Vision Plan - Economic Resource Provision: Ensure sufficient economic resources to provide adequate City services and prepare for future growth. It is also in line with funding core services as articulated by the Vision Madera 2025 Plan.

MPFA RES. NO. _____

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MADERA PUBLIC FINANCING AUTHORITY
APPROVING THE AGREEMENTS WITH DEL RIO ADVISORS, LLC FOR PROFESSIONAL SERVICES ON A
LIMITED SCOPE RELATED TO POTENTIAL BOND REFUNDING OPPORTUNITIES AND AUTHORIZING THE
CHAIRPERSON OF THE MADERA PUBLIC FINANCING AUTHORITY TO EXECUTE THE SPECIAL SERVICES
AGREEMENT AND THE DIRECTOR OF FINANCIAL SERVICES TO EXECUTE THE ENGAGEMENT
AGREEMENT**

WHEREAS, the Madera Public Financing Authority (the "MPFA") is seeking opportunities to cut operational costs; and

WHEREAS, the MPFA has identified one outstanding bond issue that could potentially be refinanced for a cost savings to the City of Madera; and

WHEREAS, the MPFA interviewed three firms and selected Del Rio Advisors, LLC in the past; and

WHEREAS, the MPFA was pleased with the services provided by Del Rio Advisors, LLC; and

WHEREAS, the MPFA would like to obtain Municipal Advisor services to evaluate and potentially refinance the 1993 Variable Rate Demand Bonds; and

WHEREAS, Del Rio Advisors, LLC has agreed to provide such services for a capped fee of \$12,500 including all standard expenses that will only be charged if the above mentioned bonds are refinanced by the MPFA.

NOW THEREFORE, THE BOARD OF DIRECTORS OF THE MADERA PUBLIC FINANCING AUTHORITY does hereby resolve, find and order as follows:

1. The above recitals are true and correct.
2. The Agreements between the Madera Public Financing Authority and Del Rio Advisors, LLC in an amount not to exceed \$12,500, copies of which is on file in the office of the City Clerk and referred to for particulars, are hereby approved.
3. The Chairperson is hereby authorized to execute the Special Services Agreement with Del Rio Advisors, LLC.
4. The Director of Financial Services is hereby authorized to execute the Engagement Agreement with Del Rio Advisors, LLC.
5. This resolution is effective immediately upon adoption.

AGREEMENT FOR MUNICIPAL ADVISORY SERVICES

This contract ("AGREEMENT") is between the City of Madera and the Madera Public Financing Authority ("CLIENT") and Del Rio Advisors, LLC ("CONSULTANT").

RECITALS

- A. CLIENT requires the services of CONSULTANT to act as Municipal Advisor related to the following:

**Madera Public Financing Authority
(Madera Municipal Golf Course Refinancing Project)**

- B. CONSULTANT possesses distinct professional skills necessary to perform the services described in AGREEMENT
- C. CONSULTANT will work with other members of the Finance Team to facilitate and complete the assignment contemplated herein.

NOW, THEREFORE, CLIENT and CONSULTANT agree as follows:

1. CONSULTANT shall make all reasonable efforts to complete the tasks described above in a timely manner.
2. CONSULTANT shall be ready and able to begin to perform services required in Exhibit "A" to this AGREEMENT, which is attached hereto and incorporated herein by reference, immediately upon its execution and shall perform such services diligently until AGREEMENT terminates.
3. CONSULTANT shall maintain records and documents related to the performance of AGREEMENT, and shall allow CLIENT access to such records, upon request, for a period of three (3) years from the date of AGREEMENT's termination. CONSULTANT shall provide copies of these records and documents when requested by CLIENT.
4. CONSULTANT'S charges will not include reimbursement to other agents, representatives or consultants.
5. Assignment:

CONSULTANT shall not assign AGREEMENT or any portion of it without the express written approval of the CLIENT.

6. Term:

The commencement date of the AGREEMENT is the execution date as indicated on the signature page of this AGREEMENT and the end date is the earlier of either the successful closing of the financing or termination by either party. In addition, this agreement will be valid and binding until December 31, 2018, unless otherwise amended to extend the term.

7. Termination:

This AGREEMENT may be terminated by either party with 30-days written notice delivered by registered mail to the other party. If terminated, City / Authority will pay any standard reimbursable expenses accrued to date and otherwise contingent on the successful closing of the transaction.

8. Confidentiality:

CONSULTANT shall not disclose or make use of confidential or proprietary information or knowledge that may be disclosed to him, directly or indirectly, in the course of any performance under AGREEMENT. This Section survives termination of AGREEMENT.

9. Payment and Expenses:

CONSULTANT proposes a total fee capped at \$12,500 inclusive of all standard expenses.

Payments prescribed in AGREEMENT shall constitute all compensation to CONSULTANT for all costs of its services. CONSULTANT shall be solely responsible for any payment of its insurance, taxes and all other expenses incurred in connection with the project.

CONSULTANT shall invoice CLIENT upon the successful closing of the financing. CLIENT shall pay CONSULTANT, from costs of issuance, in an expedient manner in accordance with normal payment procedures.

10. CONSULTANT'S Responsibility:

It is understood and agreed that CONSULTANT has the professional skills necessary to perform the work agreed and that CLIENT relies upon the professional skills of the CONSULTANT to do and perform its work in a skillful and professional manner.

It is further understood and agreed that the CONSULTANT has reviewed the scope of work to be performed and that the CONSULTANT agrees in their professional judgment said work can and shall be completed at the rate set forth in AGREEMENT.

11. Insurance Requirements

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

Minimum Scope and Limits of Insurance

Consultant shall maintain limits no less than:

- \$2,000,000 **General Liability** (including operations, products and completed operations) per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO form CG 20 10 that the CLIENT and its officers, officials, employees and agents shall be additional insureds under such policies.
- \$1,000,000 **Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the CLIENT and its officers, officials, employees and agents shall be additional insureds under such policies.
- \$1,000,000 **Professional Liability (Errors & Omissions)** per claim and in the aggregate. Consultant shall maintain professional liability insurance that insures against professional errors and omission that may be made in performing the Services to be rendered in connection with this Agreement. Any policy inception date, continuity date, or retroactive date must be before

the effective date of this Agreement, and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement. The cost of such insurance shall be included in Consultant's bid.

Maintenance of Coverage

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

Proof of Insurance

Consultant shall provide to the CLIENT certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the CLIENT prior to commencement of performance. Current evidence of insurance shall be kept on file with the CLIENT at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

Acceptable Insurers

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

Waiver of Subrogation

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

Enforcement of Contract Provisions (non estoppel)

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

Specifications not Limiting

Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of

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

Notice of Cancellation

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

Self-insured Retentions

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

Timely Notice of Claims

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

Additional Insurance

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

12. Indemnity.

CONSULTANT shall indemnify and save harmless the CLIENT, its officers, agents, employees, and servants from all claims, suits or actions of every name, kind, description, brought for, or on account of, injuries to or death of any person or damage to property resulting from the fault or negligence of CLIENT, its officers, agents, employees and/or servants in connection with this Agreement.

CLIENT shall indemnify and save harmless CONSULTANT, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, description, brought for, or on account of, injuries to or death of any person or damage to property resulting from the fault or negligence of the CLIENT, its officers, agents, employees, and/or servants in connection with this Agreement.

13. Notices:

Any notice required or permitted under the terms of AGREEMENT shall be effective upon receipt in writing either by personal service upon the authorized agent of CLIENT or upon CONSULTANT, respectively, or by mailing the notice via U.S. Mail to:

To CLIENT at:

CITY OF MADERA or MADERA PUBLIC FINANCING AUTHORITY
MR. DAVID TOOLEY
CITY ADMINISTRATOR
205 W. 4th STREET
MADERA, CA 93637

To CONSULTANT at:

DEL RIO ADVISORS, LLC
MR. KENNETH L. DIEKER
1325 COUNTRY CLUB DRIVE
ORANGE, CA 92865-1753

This agreement is entered into as of _____, 2017

DEL RIO ADVISORS, LLC

By: _____

CITY OF MADERA

By: _____
Andrew J. Medellin, Mayor

Attest:

Sonia Alvarez, City Clerk

Approved as to form:

Brent Richardson, City Attorney

MADERA PUBLIC FINANCING AUTHORITY

By: _____
_____, Chairperson

Attest:

Sonia Alvarez, Secretary

Approved as to form:

Brent Richardson, General Counsel



Del Rio Advisors, LLC

"Independent Registered Municipal Advisor"

August 28, 2017

Mr. Tim Przybyla
Director of Financial Services
City of Madera / Madera Public Financing Authority
205 W. 4th Street
Madera, CA 93637

RE: Engagement Agreement / Disclosures

Dear Mr. Przybyla:

This letter specifies a proposed engagement agreement between Del Rio Advisors, LLC ("MA") and the City of Madera and any joint powers agency used to assist the city in the issuance of obligations ("City/Authority"). This letter also provides certain written policies and disclosures to be provided by the Municipal Advisor to the Municipal Entity effective July 1, 2014 and now required by both the Securities and Exchange Commission ("SEC") and the Municipal Securities Rulemaking Board ("MSRB").

Scope of Municipal Advisory Activities to be Performed

MA will work on the following transaction on a conversion from tax-exempt to taxable:

Madera Public Financing Authority (Madera Municipal Golf Course Refinancing Project)

Under the new regulations, Municipal Advisors are now required to provide a specific list of services to be performed while acting as Municipal Advisor. This list can be amended at any time upon written agreement between the parties.

- Review the financing options available to the City/Authority including
 - Extend the term of the existing letter of credit
 - Placement to direct lenders
- Review the official statement and disclosure on EMMA related to the bonds

Del Rio Advisors, LLC

*1325 Country Club Drive
Modesto, CA 95356
Phone: (209) 543-8704
Fax: (209) 554-0427
Mobile: (209) 480-1862
Email: kdieker@delrioadvisors.com*



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- Review all bond related documents
- Contact broker dealers to receive proposals to act as placement agent
- Review a draft term sheet to distribute to lenders
- Review lender responses and recommend preferred lender to the City/Authority
- Prepare a detailed financing schedule and interested parties list
- Review and comment on all bond documents
- Draft all staff reports and informational items, as requested
- Attend all meetings / calls and make presentations, as requested

Term of Engagement Agreement

The commencement date of the engagement is the execution date as indicated on the signature page of this engagement and the end date is the earlier of termination by either party or December 31, 2018.

Termination of Engagement Agreement

This engagement may be terminated by either party with thirty (30) days written notice delivered by registered mail to the other party. If terminated, City/Authority will pay any standard reimbursable expenses accrued to date.

Compensation and Out-of-Pocket Expenses

A total fee capped at \$12,500 inclusive of all standard expenses.

Fiduciary Duty

MA is registered as a Municipal Advisor with the SEC and Municipal Securities Rulemaking Board (MSRB). As such, MA has a Fiduciary duty to the City/Authority and must provide both a Duty of Care and Loyalty that entail the following:

Duty of Care

- a) exercise due care in performing its municipal advisory activities;

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- b) possess the degree of knowledge and expertise needed to provide the City/Authority with informed advice;
- c) make a reasonable inquiry as to the facts that are relevant to the determination as to whether to proceed with a course of action or that form the basis for any advice provided to the City/Authority; and
- d) undertake a reasonable investigation to determine that MA is not forming any recommendation on materially inaccurate or incomplete information; MA must have a reasonable basis for:
 - i. any advice provided to or on behalf of the City/Authority;
 - ii. any representations made in a certificate that it signs that will be reasonably foreseeably relied upon by the City/Authority, any other party involved in the municipal securities transaction or municipal financial product, or investors in the City/Authority securities; and
 - iii. any information provided to the City/Authority or other parties involved in the municipal securities transaction when participating in the preparation of an official statement.

Duty of Loyalty

MA must deal honestly and with the utmost good faith with City/Authority and act in City/Authority's best interests without regard to the financial or other interests of MA. MA will eliminate or provide full and fair disclosure (included herein) to City/Authority about each material conflict of interest (as applicable). MA will not engage in municipal advisory activities with City/Authority as a municipal entity, if it cannot manage or mitigate its conflicts in a manner that will permit it to act in City/Authority's best interests.

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Conflicts of Interest and Other Matters Requiring Disclosures:

- As of the date of the Agreement, there are no actual or potential conflicts of interest that MA is aware of that might impair its ability to render unbiased and competent advice or to fulfill its fiduciary duty. If MA becomes aware of any potential conflict of interest that arises after this disclosure, MA will disclose the detailed information in writing to City/Authority in a timely manner.
- The fee paid to MA increases the cost of investment to City/Authority. The increased cost occurs from compensating MA for municipal advisory services provided.
- MA does not act as principal in any of the transaction(s) related to this Agreement.
- During the term of the municipal advisory relationship, this agreement will be promptly amended or supplemented to reflect any material changes in or additions to the terms or information within this agreement and the revised writing will be promptly delivered to City/Authority.
- MA does not have any affiliate that provides any advice, service, or product to or on behalf of the client that is directly or indirectly related to the municipal advisory activities to be performed by MA;
- MA has not made any payments directly or indirectly to obtain or retain the City/Authority's municipal advisory business;
- MA has not received any payments from third parties to enlist MA's recommendation to City/Authority of its services, any municipal securities transaction or any municipal finance product;
- MA has not engaged in any fee-splitting arrangements involving MA and any provider of investments or services to City/Authority;
- MA has a conflict of interest from compensation for municipal advisory activities to be performed, that is contingent on the size or closing of any transactions as to which MA is providing advice;

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- MA does not have any other engagements or relationships that might impair MA's ability either to render unbiased and competent advice to or on behalf of City/Authority or to fulfill its fiduciary duty to the City/Authority, as applicable; and
- MA does not have any legal or disciplinary events that are material to City/Authority's evaluation of the municipal advisory or the integrity of its management or advisory personnel.

Legal Events and Disciplinary History

MA does not have any legal events and disciplinary history on their Form MA and Form MA-I, which includes information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. City/Authority may electronically access MA's most recent Forms MA and each most recent Forms MA-I filed with the Commission at the following website:

www.sec.gov/edgar/searchedgar/companysearch.html.

There have been no material changes to a legal or disciplinary event disclosure on any Form MA or Form MA-I filed with the SEC.

Recommendations

If MA makes a recommendation of a municipal securities transaction or municipal financial product or if the review of a recommendation of another party is requested in writing by City/Authority and is within the scope of the engagement, MA will determine, based on the information obtained through reasonable diligence of MA whether a municipal securities transaction or municipal financial product is suitable for City/Authority. In addition, MA will inform City/Authority of:

- the evaluation of the material risks, potential benefits, structure, and other characteristics of the recommendation;

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- the basis upon which MA reasonably believes that the recommended municipal securities transaction or municipal financial product is, or is not, suitable for City/Authority; and
- whether MA has investigated or considered other reasonably feasible alternatives to the recommendation that might also or alternatively serve the City/Authority's objectives.

If City/Authority elects a course of action that is independent of or contrary to the advice provided by MA, MA is not required on that basis to disengage from City/Authority.

Record Retention

Effective July 1, 2014, pursuant to the Securities and Exchange Commission (SEC) record retention regulations, MA is required to maintain in writing, all communication and created documents between MA and City/Authority for five (5) years.

Various Matters

Based upon the date of execution below, MA may begin work immediately on the understanding that the City/Authority may use this engagement letter as either an exhibit to any standard form of City/Authority contract or if one is not available will become the agreement between the parties.

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If there are any questions regarding the above, please do not hesitate to contact Kenneth L. Dieker of Del Rio Advisors, LLC. If the foregoing terms meet with your approval, please **acknowledge receipt** by executing this letter, scan and email a copy to kdieker@delrioadvisors.com.

Sincerely,

Del Rio Advisors, LLC

By: 

Kenneth L. Dieker, Principal

City/Authority

By: _____
Mr. Tim Przybyla, Director of Financial Services

Dated as of _____, 2017

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REPORT TO THE CITY COUNCIL


COUNCIL MEETING OF September 6, 2017

AGENDA ITEM NUMBER D-1

APPROVED BY



DEPARTMENT HEAD



CITY ADMINISTRATOR

SUBJECT: CONSIDERATION OF A WRITTEN REQUEST BY THE ORIGINAL MADERA KIWANIS CLUB SEEKING COUNCIL APPROVAL TO COVER THE COST OF POLICE AND PUBLIC WORKS FEES IN CONJUNCTION WITH THE OLD TIMERS DAY PARADE

RECOMMENDATION:

It is the recommendation of staff that Council approve the participation of Police and Public Works for traffic and clean-up at no cost to the Kiwanis Club in association with the Old Timers Day Parade.

SUMMARY:

The Original Madera Kiwanis Club will be sponsoring the annual Old Timers' Day Parade on September 23, 2017 from 10:00am to 12:00pm. It has been the practice of the Council to recognize this function as a community event and help defray some of the costs associated with this event.

DISCUSSION:

Mr. Dennis Smith, President of the Madera Kiwanis Club, has requested the City Council cover the costs associated with Police Department (PD) and Public Works involvement with the event. Costs include traffic and crowd control as well as clean-up (letter attached hereto). While not specifically called out in the request, the Parks Department has historically deployed resources to address trash and litter after the event. Each Department is prepared, at the direction of Council, to perform their roles in relation to this event.

The Kiwanis Club will be required to obtain the appropriate encroachment permits for use of city streets as part of the parade route.

As is City policy, insurance binders (Special Events Insurance) to transfer liability and property damage claims from the City to parade sponsors are to be provided by the Madera Kiwanis Club.

FINANCIAL IMPACT:

The cost of providing City services to assist with traffic and crowd control (PD) is estimated at \$1,498 to pay for overtime and straight time for four officers. Public Works expenses for the day are anticipated at \$600 and the Parks Department's Costs are estimated at \$721. These figures include both personnel and equipment costs. It is this amount, \$2,819, that the Madera Kiwanis Club is petitioning the Council for relief.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

City participation in the annual Old Timers Parade supports the following Vision 2025 strategies:

- Strategy 317: "Develop and encourage festival, gatherings, and events . . .".
- Strategy 332: "Expand comprehensive services for Madera's youth . . .".
- Strategy 313: "Provide year-round programs fostering community pride. . .".



RECEIVED

City of Madera City Clerk

By: Dulvan
Date: 8/18/17

MADERA KIWANIS CLUB

August 14, 2017

David Tooley
City Administrator
City of Madera
205 W. 4th Street
Madera, CA 93637

Dear Mr. Tooley,

The Madera Kiwanis Club is producing the annual "The Old Timers Day Parade", scheduled to occur September 23, 2017 from 10 am to 12pm with staging starting at 8:00 am.

The parade requires extra police services and barricades to control traffic in the parade area. We also request cleaning of the sidewalks prior to the parade and cleanup after the parade by the Public Works Department. The Kiwanis Club will be paying for the barricades and detour signage and it is our hope that the city will once again cover the cost associated with the extra police and public works services.

As you know the Madera Kiwanis Club is a not for profit entity and all money earned through this event will be provided back to the community through scholarships, projects and other endeavors that serve our youth and community.

We would be deeply appreciative if you would present our request to the City Council. Should you need additional information I can be reached at 232-7777. I would also appreciate a notice on when our request will be presented to the Council so I may be in attendance in order to answer any questions.

Thank you for your time!

Sincerely,

Dennis Smith
Madera Kiwanis Club
President

P.O. BOX 1122
MADERA, CA 93639

[Return to Agenda](#)

AUG 17 2017

**BOARD OF SUPERVISORS
COUNTY OF MADERA**

MADERA COUNTY GOVERNMENT CENTER
200 WEST FOURTH STREET / MADERA, CALIFORNIA 93637
(559) 675-7700 / FAX (559) 673-3302 / TDD (559) 675-8970

BY: David B. Rogers
DAVID ROGERS
SUPERVISOR, DISTRICT 2
(559) 662-6020

Council Meeting Date: September 6, 2017

Agenda Item No. D-2

August 11, 2017

Mayor Andrew J. Medellin
Madera City Council
205 W 4th Street
Madera, CA 93637

Honorable Mayor and Council Members:

I respectfully request a letter of support for the Temperance Flat Dam project which would be built on the upper San Joaquin River, above Millerton Lake and Friant Dam.

The severity of the five-year drought could have been lessened if the dam had been built years ago, as planned. As it is, we have seen wells run dry all across the Valley impacting the lives of hundreds of people. Every year, there is an average flood release from Friant of 500,000 acre feet. The proposed dam would more than double the storage capacity and would allow us to capture the water that is now released.

The yearly loss of water means that jobs, food, community health and prosperity are flowing down the river and out into the ocean. This leaves our already disadvantaged communities at a greater disadvantage.

We need to build Temperance Flat Dam to preserve our water, recharge our ground water and protect jobs and our future.

For these reasons, I ask you to send a letter of support to the San Joaquin Valley Infrastructure Authority, 2800 Burrell Avenue, Visalia, CA 93291.

Sincerely,

A handwritten signature in cursive script that reads "David B. Rogers".

David B. Rogers
Supervisor, District 2