

**Regular Meeting of the Madera City Council
and
Special Meeting of the Madera City Council as the
Groundwater Sustainability Agency**

205 W. 4th Street, Madera, California 93637

JOINT MEETING NOTICE AND AGENDA

**Wednesday, March 7, 2018
6:00 p.m.**

**Council Chambers
City Hall**

CALL TO ORDER

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

INVOCATION: Pastor Fred Thurman, New Life Assembly

PLEDGE OF ALLEGIANCE:

PUBLIC COMMENT:

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

PRESENTATIONS

1. Recognition of Visiting Delegation - Jhang Chamber of Commerce and Industry

INTRODUCTIONS There are no introductions.

A. WORKSHOP

- A-1 Report on Measure K (Presentation by Brian Esteves)

B. CONSENT CALENDAR

- B-1 Minutes – 5/17/17
- B-2 Warrant Disbursement Report 2/13/18 – 2/26/18 (Report by Tim Przybyla)
- B-3 Bi-Weekly Water Conservation Report for 1/22/18 – 2/25/18 (Report by John Scarborough)
- B-4 Consideration of a Resolution Approving an Agreement with Kleinfelder Inc. for Professional On-Demand Services for Quality Assurance and Materials Testing Services for Water Main Installations at Various Locations, City Project No. W 16-03 (Report by Keith Helmuth)
- B-5 Consideration of a Resolution Approving a Three-Year Agreement for Services with Laurin Associates, A Division of Raney Planning and Management, to Conduct Annual Home Long-Term Monitoring for the Arborpoint and Madera Family Apartments and Authorizing the Necessary Budget Adjustments (Report by Ivette Iraheta)
- B-6 Consideration of a Resolution Approving an Amendment to the Lease Agreement with Greyhound Lines Inc. for the Lease of Property at the Madera Intermodal Facility and Authorizing the Mayor to Execute the Amendment on Behalf of the City of Madera (Report by Ivette Iraheta)
- B-7 Informational Report on Civil Service Activity (Report by Wendy Silva)

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

- C-1 Consideration of a Resolution Amending the Development Impact Fee Program to Specify that Public Agency and Government Buildings Shall be Excluded from any Requirement to Pay City Development Impact Fees and to Specify that Privately Owned Buildings which are Used Primarily for Public Charter School Purposes Shall be Required to Pay Only those Development Impact Fees Related to the City's Water, Sewer, and Storm Drainage Systems (Report by Brent Richardson)
- C-2 Public Hearing and Consideration of Introduction of an Ordinance Adding Title X, Chapter 2, Section 1300 et seq. to the Madera Municipal Code Pertaining to Acquisition of Park Lands as Provided by the Quimby Act (Report by Chris Boyle)
- C-3 Consideration of a Resolution Approving a Limited Term At-Will Employment Agreement for Steve Frazier as the City Administrator and Authorizing the Mayor to Execute the Agreement (Report by Wendy Silva)
- C-4 Consideration of a Resolution Approving Amendment No. 1 to the Agreement with waterTalent, LLC for Temporary Staffing Services, and Authorizing the Mayor to Sign the Amendment on Behalf of the City (Report by John Scarborough)
- C-5 Consideration of a Resolution Approving a Grant Agreement with Madera Unified School District for a Water Conservation Pilot Program to Install Advanced Central Capable Smart Irrigation Controllers and Authorizing the Mayor to Execute the Agreement on Behalf of the City (Report by John Scarborough)

- C-6 A) Review of Consultant Response to Request for Proposals to Perform a Management Employee Compensation Study from Sole Responder, Koff & Associates and Direction to Staff on Next Steps
- B) Consideration of a Resolution Approving an Agreement with Koff & Associates to Perform a Management Employee Compensation Study and Authorizing the Mayor to Execute the Agreement
- C) Consideration of a Resolution Authorizing and Approving an Amendment to the City of Madera Fiscal Year 2017/18 Budget (Report by Wendy Silva)

D. WRITTEN COMMUNICATIONS

- D-1 Presentation by Madera County on Vote Centers and Request for Fee Waiver on Use of City Facilities (Rebecca Martinez, Madera County)
- D-2 Request for Letter in Support of the Madera Community College Center Independent Status (Dr. Sandra Caldwell)

E. ADMINISTRATIVE REPORTS

- E-1 Presentation of the Mid-Year Operational Budget Report and Consideration of a Resolution Authorizing and Approving Amendments to the City of Madera Fiscal Year 2017/2018 Budget (Report by Tim Przybyla)
- E-2 Request for Council to Adopt a Resolution Authorizing the Mayor to Sign a Letter of Support on Behalf of the City for the Madera County Workforce Investment Corporation, Inc. 2018 Wells Fargo and USCM Community Wins Grant Program Application and for the City to Become a Partner in the Project (Report by Ivette Iraheta)
- E-3 Update on City of Madera Groundwater Sustainability Agency Activities, Appointment of Council Members and Technical Experts to the Madera Subbasin Coordination Committee, and Review and Comment on Proposed Coordination Committee Charter (GSA - Report by Keith Helmuth)

F. COUNCIL REPORTS

G. CLOSED SESSION

- G-1 Closed Session Announcement – City Attorney
- G-2 Conference with Legal Counsel – Pending Litigation pursuant to Government Code §54956.9(d)(1):

 Heath Middleton WCAB No. ADJ10589860 & ADJ10589861 (2 cases)
- G-3 Conference with Legal Counsel – Existing Litigation. Subdivision (d)(1) of Government Code §54956.9

 One case: MCA 1803, LLC, et al. v. City of Madera
 MCV073252
- G-4 Closed Session Report – City Attorney

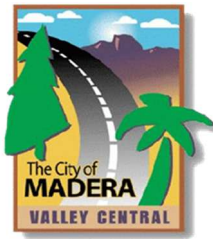
ADJOURNMENT – Next regular meeting March 21, 2018

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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 City Council as the Groundwater Sustainability Agency for March 7, 2018, near the front entrances of City Hall at 4:00 p.m. on March 1, 2018.



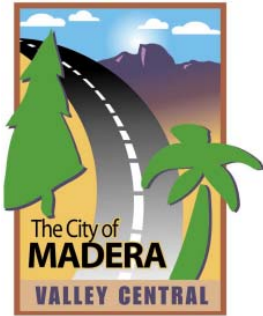
Sonia Alvarez, City Clerk



**Madera City Council Agenda 03/07/18
Agenda Item A-1**

Measure K

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



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

**May 17, 2017
6:00 p.m.**

**Council Chambers
City Hall**

CALL TO ORDER

The regular meeting for 05/17/17 was called to order by Mayor Pro Tem Foley Gallegos at 6:00 p.m.

ROLL CALL:

Present: Mayor Pro Tem Cece Foley Gallegos, District 1
Council Member Donald E. Holley, District 6
Council Member Derek O. Robinson Sr., District 4
Council Member William Oliver, District 3
Council Member Charles F. Rigby, District 5

Absent: Mayor Andrew J. Medellin
Council Member Jose Rodriguez, District 2

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 Human Resources Wendy Silva, Director of Parks and Community Services Mary Anne Seay, Grant Administrator Ivette Iraheta, Chief Building Official Steve Woodworth, Information Services Manager Mark Souders, Planning Manager Chris Boyle, Commander Dino Lawson, Grants Program Manager Jorge Rojas, Successor Agency Director Jim Taubert, Neighborhood Preservation Supervisor Viola Rodriguez, and Neighborhood Preservation Specialist Nick Salinas.

INVOCATION: Pastor Fred Thurman, New Life Assembly

PLEDGE OF ALLEGIANCE: Mayor Pro Tem Foley Gallegos 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.

No comments were offered.

PRESENTATIONS Recognition of Madera High School Madtown Robotics Team
2017 Central Valley Regional Robotics Competition Winner

Mayor Pro Tem Foley Gallegos invited Mr. Carrasco from the School District office team and Madera High Vice Principal Mr. Perez to come up. Also present are representatives from the Robotics Team.

Armando Correa with Madtown Robotics shared how their season went. They attended the Central Valley Regional held in Madera, the Davis Regional held at U.C. (University of California) Davis, and the World Championship held in Houston, Texas. They won the Central Valley Regional in Madera and they received the Engineering Inspiration Award which is a huge accomplishment. At the U.C. Davis Regional they had a bad match that knocked them out. In Houston, they got to the finals in their division but unfortunately there was a piece of tape that got stuck in their robot and they were unable to finish the match. They did win the Quality Award which is a huge accomplishment considering it is a championship level award.

Mr. Correa advised that they build a robot every year and they have six weeks to build it. There are about 25 students that dedicate their time. He noted that there is a lot of team work that goes into this and they try to find the best method of completing this year's game.

Grace Da Rocha touched on the highlights of this year and a few of their future plans. She is in charge of the outreach and community service in the community. They like to stay involved in the City and within Madera. They go to a lot of community events like Toys For Tots and Kids Day. They also do demos at schools such as George Washington, and the Cinco de Mayo Carnival. They have a demo scheduled at Monroe and ETAA (Ezequiel Tafoya Alvarado Academy).

Ms. Da Rocha noted that they are trying to establish robotics teams at each elementary school in Madera Unified. They started with George Washington and it was a great success and they will continue the program this year. They also plan on starting the program at four more schools. That was their largest accomplishment.

Ms. Da Rocha advised that they plan on doing a lot more outreach in the future. They will be at the Madera Fair again. They also plan to be at the Harvest Festival, the Pomegranate Festival and events such as Day in the Country.

Mayor Pro Tem Foley Gallegos announced that there will be a robot demonstration in the lobby. Mayor Pro Tem Foley Gallegos advised that she is a school teacher and her class got to see what they had to build and how, and how to get the ball in. She added that the program has been going on for several years.

Mayor Pro Tem Foley Gallegos invited Robotics Adviser Ranjit Chahal (R.C.) to come up. She recalls that they even had a student, when her son was in high school, who came up with a part of the robot that is now patented and has done very well for himself.

Robotics Adviser Ranjit Chahal (R.C.) stated his appreciation for having them here. He advised that they did very well this year. They were in the top 40 worldwide. Out of 4,000 teams across the U.S., China, Israel, Canada and Mexico, they were one of the best teams. Out of the Central Valley schools that went to Houston including Buchanan, Clovis North, Edison and a few other schools, Madera was the best school. He noted that it is great to see the Madera students doing fantastic work. The robot they will see is all student made. He added that the parts look pretty professional. He added that he and the students are available for questions as well.

Mayor Pro Tem Foley Gallegos invited everyone to the lobby for the demonstration.

Mr. Chahal narrated the demonstration.

Mayor Pro Tem Foley Gallegos thanked the Robotics Team for the demonstration.

Everyone returned the Council Chambers. On behalf of the Council and the City of Madera, Mayor Pro Tem Foley Gallegos congratulated the Robotics Team and asked each student to introduce themselves: Armando Correa, Grace Da Rocha, Isaac Duarte-Villa, John Akana, Bailey Vasquez, Daniel Chadwick,

Angel Olivera, Michaela DeLaTorre, Julian Hernandez, Daniel Gomez, Isabel Escobar, Joseph Reed, Taylor Anderson, Alexis Tornero.

Mayor Pro Tem Foley Gallegos presented each student a certificate congratulating them on their accomplishments. A group photo was taken. She added that she as well as several of their Council people are Madera High graduates. She let them know that she is Coyote proud and the blue blood shines through. She loves Madera High and it was the best four years of her life. She hopes they also make it all that it can be and enjoy every minute of it. She thanked them for giving them their time, for bringing their magnificent robot and for sharing their robotic world.

Mayor Pro Tem Foley Gallegos stated this was a special event and encouraged anyone who has not experienced this to read the Madera Tribune to find out the next event which is usually the first weekend in March. She also encouraged them to volunteer at the event.

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 Bi-Weekly Water Conservation Report for 4/24/17 – 5/7/17 (Report by Dave Randall)
- B-4 Consideration of a Resolution Approving a Contract with Devastating Pyrotechnics, LLC for Operation of the 2017, 4th of July Fireworks Show and Authorizing the Mayor to Execute the Contract on Behalf of the City (Report by Mary Anne Seay)
- B-5 Informational Item Regarding Modification of the Scope of Work for the Drainage Basins Vertical Percolation Project (Report by Dave Randall)
- B-6 Consideration of a Resolution Approving Award of Agreement for Professional Janitorial Services, RFP No. 201617-02, to the Best Value Bidder, Lincoln Training Center, and Authorizing the Mayor to Sign the Agreement on Behalf of the City (Report by Dave Randall)
- B-7 Consideration of a Resolution Approving a Facility Use Agreement with Fresno County Office of Education (FCOE) for Use of Scout Island Education Center and Authorizing the Mayor to Execute the Agreement on Behalf of the City (Report by Mary Anne Seay)

Mayor Pro Tem Foley Gallegos asked if members of the Council would like to pull any items from the consent calendar. No requests were made.

ON MOTION BY COUNCIL MEMBER OLIVER, AND SECONDED BY COUNCIL MEMBER ROBINSON, THE CONSENT CALENDAR WAS ADOPTED UNANIMOUSLY BY A VOTE OF 5-0. AYES: MAYOR PRO TEM FOLEY GALLEGOS, COUNCIL MEMBERS HOLLEY, ROBINSON, OLIVER, RIGBY. NOES: NONE. ABSENT: MAYOR MEDELLIN, COUNCIL MEMBER RODRIGUEZ.

RES. NO. 17-64 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING A CONTRACT WITH DEVASTATING PYROTECHNICS, LLC FOR OPERATION OF THE 2017, 4TH OF JULY FIREWORKS SHOW AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT ON BEHALF OF THE CITY

RES. NO. 17-65 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING ACCEPTANCE OF AGREEMENT WITH LINCOLN TRAINING CENTER TO PROVIDE PROFESSIONAL JANITORIAL SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE AGREEMENT ON BEHALF OF THE CITY OF MADERA**

RES. NO. 17-66 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING A FACILITY USE AGREEMENT WITH FRESNO COUNTY OFFICE OF EDUCATION (FCOE) FOR USE OF SCOUT ISLAND OUTDOOR EDUCATION CENTER AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY**

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 C, Hearings, Petitions, and Bids, Item C-2, the subject matter is a resolution adopting the Community Development Block Grant Action Plan. Ms. Alvarez announced that a revised applications cover page was distributed to the Council this evening and extra copies are available at the podium for members of the public wishing a copy.

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

C-1 Public Hearing and Consideration of Introduction of an Ordinance of the City Council of the City of Madera, California, Amending Portions of Chapter 5 of Title IV of the Madera Municipal Code Pertaining to Taxicabs

Nick Salinas, Neighborhood Preservation Specialist, stated that this item originated from a new applicant for a taxi business. At that time they found that the City ordinance required amendments including titles and positions and other updates.

Mr. Salinas stated the last update was in 2006. They also looked to streamline the process to make it more applicable and easier for taxi businesses to be approved. They are also looking to increase vehicle, driver's and citizen safety. There was also a realignment on some responsibilities. He advised that changes will be applicable to existing and new taxicab companies. Mr. Salinas added that the changes fall in line with Vision 2025.

Mr. Salinas provided an overview of their research. They looked at the Tulare and Turlock ordinances since they have the same population as the City. They also looked at two major cities Seattle and Sacramento to get a feel for anything significantly different that they may have. They also sat with the local cab owners and got their input and the response was positive and in support of the ordinance.

Mr. Salinas stated they also coordinated with Madera County Weights and Measures who certifies the taxi meters. They also met with the Police Department, Business License, and the City Attorney.

Mr. Salinas advised that there will now be a live scan requirement for background checks. They will also require a two year Department of Transportation health screen to ensure they are physically fit to drive a vehicle. They will also require a 10-year Department of Motor Vehicles (DMV) printout and an identification (ID) card will be issued that they need to wear at all times while operating the vehicle.

Mr. Salinas advised that the Code Enforcement Director title was changed to the City Administrator or His or Her Designee. They removed the Certificate of Public Convenience and Necessity under the advice of the City Attorney since this usually pertains to alcohol or liquor sales type of licensing. If in the future there is a bigger need for more taxis, they can consider adding that back to the ordinance.

Mr. Salinas stated that his department will also look at the taxi meter Weights and Measures certification requirement. New to the ordinance is the Certified Bureau of Automotive Repair (BAR) vehicle inspection. They will have the applicant take the vehicles to a local certified Bureau of Automotive Repair facility to ensure that the vehicle is fit to be safely driven on the road. They will look at the major safety components such as tires, brakes, and lights.

Mr. Salinas stated they will also have a vehicle quality inspection at the Neighborhood Revitalization office. They know that there will be wear and tear. They will be looking at overall cleanliness, working seatbelts, heater and air conditioning (AC), seats, door and working locks, taximeter verification, window clarity, lights, horns and wipers, gauges, spare tire and jack, interior lighting, wheels/hubcaps, parking break operable, body condition, paint, color uniformity between the businesses, and any significant hazards such as leaking oil. They can tag the vehicles for these types of things.

Mr. Salinas provided an overview of the Police Department and Neighborhood Revitalization Department responsibilities and related fees. The Police Department background check is \$25, 10 Year DMV printout is \$3, and Live Scan is \$49. Neighborhood Revitalization for first application and permitting process administrative checks is \$120 and the quality inspection is \$40 per vehicle. He explained that the cost recovery amounts are based on the current hourly rate of \$40 an hour.

Mr. Salinas provided a cost scenario of a company with three vehicles and three drivers. This includes business license, taxicab permits and the department costs and inspections in year one is \$521. In year two they are only paying a percentage of gross receipts plus annual vehicle inspections.

Mr. Salinas advised that in meeting with the cab owners, they advised of the need for an increase of the rates of fare. He noted that the most recent increase was in 2003. After looking at what the cab owners proposed in contrast to local rates, staff felt that the cab owners did diligence on their end and that the rates they proposed are fair. He added that the Code requires the increase of the fare rates to follow the Consumer Price Index. If they look at the cumulative inflation rate from 2003 to now, it is at 36 ½ percent. If they apply those to the current numbers, that will give them exactly where it will be as noted on the top line.

Mr. Salinas advised that for the first mile, the rate would go from \$2.75 to \$3.50 then per mile it would be \$2.75 and the wait time would be 35 a minute if you are at a stoplight or if you are not moving the vehicle. Mr. Salinas offered to answer any questions.

Council Member Holley asked how many cab services we have in Madera.

Mr. Salinas responded there are two and there is one new applicant.

Council Member Rigby asked if the quality inspection will require extra training or some type of certification for staff. He wondered if it is the BAR (Bureau of Automotive Repair) who can say...we approve you. He is concerned that this will take a lot of time from Code Enforcement Officers who could be doing other things.

Mr. Salinas explained there are two inspections and one is the BAR inspection. That is the major mechanical components of the vehicle for example brake system, lights to make sure the vehicle can be safely operated on the road. He advised that the quality inspection involves the cleanliness, the overall. He noted that the BAR wouldn't tag them for body damage but on the City's end, to keep up the appeal of the City, that is why they brought that in. He added that they included the cost recovery for staff hours. Timewise they are looking at maybe 12 vehicles and if they are dedicating an hour to each vehicle, that is 12 hours once a year.

Council Member Rigby stated he is just looking down the road. He doesn't know if this is something he wants Code Enforcement to be responsible for if down the road they get more.

Mr. Salinas agreed that if that is something down the road, they can look at realigning or finding another method to do so such as outsourcing.

Council Member Rigby referred to the rate slide. He asked the City Attorney if they can make changes to what is proposed tonight as the Consumer Price Index for Madera.

City Attorney Brent Richardson replied that there is no action on the rates tonight. This is information only tonight. He noted that the rates have to be set by resolution and that will be brought back. At that time, it would be appropriate to discuss it. He added that the City Council sets them per their ordinance.

Council Member Rigby asked if there is a reason the cab owners felt \$3.50 as the initial mile was fair when he sees Bakersfield is \$3.00 and they are a way smaller city. Merced is \$3.30 and they are probably more comparable to what the City is operating with.

Mr. Salinas commented this is something they came up with in discussion. They didn't take time at the meeting to go back and analyze. He pulled this information after they presented that. He added that he put 2008 next to Turlock because that was the last time they revised their ordinance. He guesses that is the last time they looked at their rates which is why they are substantially lower than the majority.

Council Member Rigby stated this might be something that he personally would encourage staff to spend a little more time on. He would feel more comfortable with being a little bit more comparable to some of the cities surrounding them. \$3.50 seems a little high to him.

Council Member Oliver stated most of his questions were answered. He referred to the City's revenue stream and wondered what their collection of gross receipts is.

Mr. Salinas replied that would be done through Business License.

Council Member Oliver asked if today they are not collecting any...

Mr. Salinas replied that the two operating do have licenses and they pay the percentage of the gross receipts. He added it is based on their annual sales.

Finance Director Tim Przybyla replied that he knows that when business license invoices are sent out, that it is capped at just over \$1,000 no matter how high their gross receipts go. It is capped at a rather low amount so they are not looking at big dollars related to business license fees from gross receipts.

Council Member Oliver stated that answers his question. He thinks he was just a little confused. He thinks he associated with the local rates of fares, a percentage of those fares going to the City.

Council Member Oliver referred to the Bureau of Automotive Repair facilities and asked how many they have in Madera that are certified to conduct that work.

Mr. Salinas replied just over 100.

Council Member Rigby stated he doesn't know if he wants to open Pandora's Box and asked where Uber/Lyft fall under this category.

Mr. Richardson replied that they are regulated by the State through the California Public Utilities Commission largely because they are structured differently. He noted you don't hail Uber; you actually set that up in advance, there is no money changing hands, things like that. They looked into that when they looked at this and very quickly found that the State has decided it knows better than the City does.

Mayor Pro Tem Foley Gallegos opened the public hearing and reminded speakers to state their name and address.

Vince Enriquez, residing in Madera County, stated he is the owner of Transportes Pablo Taxi for the County. He has submitted an application as of two years for the City. They have been working with Mr. Salinas. He advised that they came up with the rates by comparing to local cities like Reedley which has a population of 24,000 which is almost a third less than the City and their rates are at \$3.40. He noted that the rates here have been \$2.75 for a while. He added that Bakersfield prices are at \$3.00 but then again, they have Uber and Lyft competition. Here there ain't that much that is why they wanted their rates to be a little bit higher for the City. He just wanted to acknowledge the price.

Mayor Pro Tem Foley Gallegos thanked Mr. Enriquez and asked if anybody else has any questions or comments. No other comments were made and Mayor Pro Tem Foley Gallegos closed the public hearing.

Mayor Pro Tem Foley Gallegos called for title.

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

ON MOTION BY COUNCIL MEMBER OLIVER, AND SECONDED BY COUNCIL MEMBER RIGBY, FURTHER READING WAS WAIVED AND ITEM C-1, INTRODUCTION OF AN ORDINANCE WAS ADOPTED UNANIMOUSLY BY A VOTE 5-0. AYES: MAYOR PRO TEM FOLEY GALLEGOS, COUNCIL MEMBERS HOLLEY, ROBINSON, OLIVER, RIGBY. ABSENT: MAYOR MEDELLIN, COUNCIL MEMBER RODRIGUEZ.

INTRO. ORD. INTRODUCTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, AMENDING PORTIONS OF CHAPTER 5 OF TITLE IV OF THE MADERA MUNICIPAL CODE PERTAINING TO TAXICABS

C-2 Public Hearing and Consideration of a Resolution Adopting the Community Development Block Grant 2017/2018 Action Plan, Approving Allocations and Authorizing the City Administrator to Sign the Certifications

Grant Administrator Ivette Iraheta stated this is a public hearing to approve the City of Madera CDBG (Community Development Block Grant) Action Plan 2017/2018. Ms. Iraheta announced that they are required to provide translation services and made the announcement in Spanish. No requests were made.

Ms. Iraheta explained that HUD (Housing and Urban Development) requires that cities prepare an Annual Action Plan for each of the five years covered under the Consolidated Action Plan. She noted that this would be the third Action Plan under the 2015/2019 Consolidated Plan. She added that HUD also requires that cities obtain significant public input in the development of its Action Plan. Ms. Iraheta advised that staff complied with this requirement by attending several meetings throughout the city as well as a neighborhood watch meeting. They also published bilingual notices in the Madera Tribune and posted throughout city facilities soliciting input for the preparation of their Action Plan.

Ms. Iraheta stated that the City further complies with this requirement by engaging the Review and Advisory Committee. The Review and Advisory Committee listened to three minute presentations from every applicant and reviewed each application for consistency in addressing the goals approved under the Consolidated Plan. She added that during the April 5th City Council meeting, Council deliberated over the merits of each application. She noted that the proposed allocations made at that meeting will be displayed on their monitors to allow for final review of those allocations.

Ms. Iraheta noted there is a slight difference on this year's preparation of their Action Plan. Typically at this time, HUD has provided final allocations to jurisdictions. However this year, due to congressional delays in appropriations of the budgets, HUD has not released final allocations to cities. She noted that HUD has provided options for cities in preparing their Action Plans while at the same time waiting the final allocations.

Ms. Iraheta stated that staff recommends that Council approve final allocations, approve City of Madera CDBG Action Plan for 2017/2018 and exercise HUD's option to allow slight proportional adjustments to final allocations in the Action Plan. She explained that once they receive final allocations from HUD they will proportionately allocate the difference, either a decrease or an increase to each of the awards.

Ms. Iraheta stated before the Council are the recommendations made by RAC (Review and Advisory Committee), the recommendations made by staff, as well as the Council's final proposed allocations.

Ms. Iraheta stated that staff is estimating that the funding levels will be the same as last year however, should there be a change in these estimates, staff will come back to Council to approve changes in the allocations and allow for the required public comment period and then submit to HUD before the required timelines.

Ms. Iraheta added that subsequent to the City Council approval and release of the actual allocations from HUD, the third year Action Plan will be submitted to the U.S. Department of Housing and Urban Development prior to the required deadline. Ms. Iraheta offered to answer any questions that Council may have.

Council Member Rigby noted that Ms. Iraheta stated there are options yet she only gave them one.

Ms. Iraheta replied that some of the options are to decide what percentage the Council would want to increase or decrease each of the awards by. They can also decide that they want to only increase an award by a certain amount and similarly decrease a certain allocation by a certain amount or they can add another award that has not yet been awarded. They can eliminate the award of an applicant in its entirety. She stated that it all depends on the final allocation numbers. They can do it proportionately by percentage or decide to award or not award an applicant.

Council Member Rigby asked where they are with time limits. Since there has been no allocation by HUD, technically they are in CDBG purgatory. For example, if Council decides they want to award as presented with a stipulation that if HUD were to allocate less funding, they want to bring it back for a reallocation.

Ms. Iraheta replied that they anticipate that HUD will release final allocations before the beginning of July. If the allocations are significantly different, they would come back to Council for allocations.

Council Member Rigby asked if that is for reallocation even if they approve this allocation.

Ms. Iraheta replied that is only if it is significant meaning beyond 10 percent difference of their estimates.

Council Member Oliver asked if this is tied to the continuing resolutions and are they looking to make adjustments later in the year; perhaps the fall when the next one is due. He noted that it sounds like it is more of an administrative consideration, so to speak, internally.

City Administrator David Tooley stated he is not sure he can add much to what he doesn't already know. He noted that the new administration is an opponent of HUD and like programs. He thinks there is going to be a struggle when the Congress, and in many respects...your crystal ball might be better than mine on how that turns out.

Council Member Oliver stated he knows in years past, when they have anticipated a possible increase in the allocations, they have provided direction to say...for Program A, if there is an increase in the amount of money... that we might dedicate most of those increases to that particular program. He noted that it sounds like in this event, they may be anticipating potential reductions if anything. If that were to be the case, he would imagine that sharing that reduction proportionately might be the most fair thing to do. He is certainly hopeful that the CDBG program will stay around as it fills many different gaps in their community as well as here at City Hall. He stated his appreciation for the presentation.

Mayor Pro Tem Foley Gallegos opened the public hearing. No comments were offered and Mayor Pro Tem Foley Gallegos closed the public hearing.

Council Member Oliver made a motion to approve the CDBG allocation as presented. The motion was seconded by Council Member Holley.

Council Member Rigby asked if the motion needs to indicate that they are also approving that staff will allocate funding by percentage accordingly...

City Attorney Brent Richardson replied that is already included in the proposed resolution.

ON MOTION BY COUNCIL MEMBER OLIVER, AND SECONDED BY COUNCIL MEMBER HOLLEY, ITEM C-2, RES. NO. 17-67, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 5-0. AYES: MAYOR PRO TEM FOLEY GALLEGOS, COUNCIL MEMBERS HOLLEY, ROBINSON, OLIVER, RIGBY. ABSENT: MAYOR MEDELLIN, COUNCIL MEMBER RODRIGUEZ.

RES. NO. 17-67 A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, ADOPTING THE COMMUNITY DEVELOPMENT BLOCK GRANT 2017/18 ACTION PLAN, APPROVING ALLOCATIONS AND AUTHORIZING THE CITY ADMINISTRATOR TO SIGN THE CERTIFICATIONS

- C-3 A. Consideration of a Minute Order Approving Engineer's Report for City Wide Landscape and Lighting Assessment District Zones of Benefit 1, 2, 3, 4, 6-A, 6-B, 7, 8, 9, 10-A, 10-B, 10-C, 10-D, 10-E, 10-F, 10-G, 10-H, 10-I, 12, 13, 14, 15, 15-B, 15-C, 16, 17-A, 17-B, 17-C, 17-D, 18, 20-A, 20-B, 20-C, 21-A, 21-B, 21-C, 21-D, 23, 24, 25-C, 25-D, 26, 26-B, 26-C, 26-D, 27, 27-B, 28, 28-B, 29, 29-B, 29-C, 29-D, 29-E, 30, 31-A, 31-B, 32-A, 32-B, 33, 34, 34-B, 34-C, 35, 36-A, 36-B, 36-C, 37, 39, 40, 41, 43-A, 43-C, 43-D, 43-E, 44, 45-A, 46, 50 & 51 for 2017/18 Fiscal Year**
- B. Consideration of a Resolution of Intention to Levy and Collect Annual Assessments for City Wide Landscape and Lighting Assessment District Zones of Benefit 1, 2, 3, 4, 6-A, 6-B, 7, 8, 9, 10-A, 10-B, 10-C, 10-D, 10-E, 10-F, 10-G, 10-H, 10-I, 12, 13, 14, 15, 15-B, 15-C, 16, 17-A, 17-B, 17-C, 17-D, 18, 20-A, 20-B, 20-C, 21-A, 21-B, 21-C, 21-D, 23, 24, 25-C, 25-D, 26, 26-B, 26-C, 26-D, 27, 27-B, 28, 28-B, 29, 29-B, 29-C, 29-D, 29-E, 30, 31-A, 31-B, 32-A, 32-B, 33, 34, 34-B, 34-C, 35, 36-A, 36-B, 36-C, 37, 39, 40, 41, 43-A, 43-C, 43-D, 43-E, 44, 45-A, 46, 50 & 51 for Fiscal Year 2017/2018 and Setting Date for Public Hearing**

City Engineer Keith Helmuth stated this is the 2017/2018 Engineer's Report. He advised that John Scarborough, Park Planning Manager, will also be presenting.

Mr. Helmuth stated the Engineer's Report is prepared on an annual basis and has been so since it was formed, around 20 years or so. The report reviews the past expenses and revenue to understand where the ending balance is on each of the zones. It then projects the expenses and revenue for the next year. With that, they are able to make recommendations on any adjustments to the assessment based on that data. He added that for the upcoming year it also incorporates everything that Parks has learned about the zones.

Park Planning Manager John Scarborough stated that the Parks Maintenance Division has gained a lot of experience about this program over the course of the last two years. He noted that much of this is related to matching maintenance levels to available funding. He advised that the result of this work is that strategies have been identified that allow staff to adjust service to levels that provide an acceptable product yet more accurately align maintenance costs with the budgetary limitations. He added that in some instances, the adjustments amount to just very few dollars and in others the amounts are slightly more substantial.

Mr. Scarborough explained that when a zone is identified as being underfunded and a 218 hearing is indicated, staff begins analysis to determine if service modifications can be implemented that will bring the affected zone budget back into balance. He noted that services that are specifically considered for reduction or elimination are tree trimming, water and electrical use, and general landscape maintenance.

Mr. Scarborough advised that tree trimming is usually the first service that is eliminated and many times that is all that is needed. He commented that zones that are more significantly underfunded may require additional steps. As a last resort, staff looks for opportunities to balance the budget by reducing actual landscape maintenance service levels.

Mr. Scarborough provided an example by noting that underfunded zones exist within this program that consist of only a few shrubs, a few trees, and usually an automatic irrigation system. In a situation like this, staff may introduce the following strategies to reduce maintenance costs to align with the available budget. They may significantly reduce watering to a level that provides for plant sustainability without generating excessive weed growth; periodic or slightly less trimming of shrubbery may occur; consistent herbicide applications to better control weeds likely would occur; and they explore less frequent visits and obviously reduction in services.

Mr. Scarborough stated that with the addition of some or all of these strategies, staff has been successful in reducing labor costs. He added that it is important to note that while this strategy is effective in a large percentage of their zones, areas with more elaborate infrastructure and large areas of turf may not benefit from the steps indicated to the degree needed to avoid a 218 hearing.

Mr. Scarborough stated that in the case where a zone fails and funding does not exist or well below a reasonable level, and in some cases it is zero, staff refrains from performing work in the affected zone until said time that the condition of the landscaping is deemed a health or safety hazard. At that point, staff is mobilized to perform a brief and limited cleanup. He advised he would be available for questions at the end.

City Administrator David Tooley noted that in those instances where they are addressing a safety issue, the source of the funds is the General Fund; that is the only thing that is left at that point.

Mr. Helmuth commented on what they know now that they did not know before Parks staff began maintenance. He noted that it has been about two years. The maintenance quality is better and with almost no complaints. He stated that is a good thing but it is also a mixed blessing. When they don't have complaints, if they do have a Proposition (Prop) 218 hearing because they anticipate being short, it could be that the residents see that things look fine to them and they get the ballot and vote no. He agreed that it is great that they have no complaints. That means that Parks is doing their job and doing good landscape maintenance but again, it is a little bit of a mixed blessing.

Mr. Helmuth stated that they also know that the number of proposed Prop 218's is way down. He will discuss this further a little bit more as they move on. When necessary, they also know that they can match expenses to the revenue but that is up to a point and Mr. Scarborough has mentioned that once they get to a certain point they have to start doing safety type measures.

Mr. Helmuth stated they have one proposed change for the Engineer's Report this year. He advised that it has been prepared according to past practice. It has reviewed the cost and the revenue with each zone. He noted that nine zones in the 10 series, 10A through 10I, the report shows that the recommended assessments vary from a low of zero dollars to a high of \$317. Each of those zones, to some degree, shares in the landscaping throughout that area. He noted that all the zones benefit from the landscape in that area. They would like to pull that and do some additional investigation to see if they can do something that they possibly haven't done before. One of those options would be to potentially consolidate zones.

Mr. Helmuth stated that two years ago, before they moved from private landscaping to City maintained landscaping, 40 of the 80 zones had a proposed Proposition 218 hearing. 23 of those zones failed to pass.

This year they have 14 of the 80 zones that have been proposed for Proposition 218. If Council accepts staff's proposal to remove the 10 series, that drops to 10 zones. If the City still had a private contractor, Proposition 218's might have been significantly higher than 23. They can't say that for certain. What they do know is that they had 23 that failed a couple of years ago.

Mr. Helmuth commented on why there is a reduction in Prop 218's. Number one, Parks' ability to adjust their maintenance out in the field has paid off. They are doing higher quality maintenance and the number of Prop 218's is dropping. They are adjusting the maintenance levels to match.

Mr. Helmuth advised that if the Council declares its intent to levy assessments, they will move forward with first notices. They put those in the paper and also in front of City Hall. It is a 45-day notice to let people know that they are moving forward with the assessments. They sent out the ballots for the votes. Those also go out 45 days before the hearing occurs with the hearing scheduled July 19th, and they have possible outreach.

Mr. Helmuth stated that a couple of years ago when they did the 40 zones of Prop 218's, they had outreach. They had town hall type meetings. At that time there were six different meetings throughout the City for the 40 zones. This year it is as many as four but possibly as few as three because they have about 10 zones. One or two of those will be fairly low. They might go ahead and combine but generally speaking they have applied those zones to the areas where they occurred before. They also had an all zone meeting. He explained this was kind of a follow up, a catch all. If people didn't attend the first town hall type meetings for multiple zones, then they had the ability to show up to the second one. He noted that the second one was not well attended. They are not sure if it would be a benefit to do the last one but staff is prepared to do it should Council decide to do that. He added that there is also the possibility of notifying neighborhood groups. They can let them know to put out the word if they freely strongly about it. Another thing that they didn't do last time is utilize social media. They are more into it now. He is not sure if they had Facebook in at that time.

Mr. Helmuth described the map displayed noting that the bluish represents the zones that have a Prop 218 hearing. He referred to the one at the airport and advised that it has a zero dollar assessment. There is another one at the bottom left and several on the right side. He advised that Zone 20C didn't get on there and pointed to the general area on the map. Also displayed are the four different school sites used last year.

Mr. Helmuth stated they checked the school districts and if they go into June, there is a chance that the schools will be completely shut down. They are willing to open them up for the City but there would be a charge of \$123 per school location. He commented that it is not necessarily a big deal but it would be reflected either in the zone costs or the General Fund would cover it. Perhaps a bigger deal is that they showed up to one or two sites last year and the schools didn't know they were coming. He can't say that if they elected to go this direction, that they would be there waiting for them to open up the doors. Mr. Helmuth stated that the City does have certain venues to do this. They might do them all the Bergon Center potentially.

Mr. Helmuth stated staff's recommendation is to approve the Engineer's Report with amendments as may be requested. One of those is pulling 10I if Council agrees and any other suggestions or comments the Council might have. He added that the Engineer's Report moves forward as it is with any amendments. When it shows up at the July 19th meeting, that is when the public will have a chance to comment and votes will be tallied. If there are rejections of an increase, they will adjust the Engineer's Report to revert back to where it might have been if there was no request for an increase. Mr. Helmuth advised that he and Mr. Scarborough are available to answer questions.

Council Member Rigby stated that if Council approves to move forward with staff's recommendation, he might suggest that they move away from trying to use schools. He thinks that is crazy that they are charging them. He proposed that they approach their partners at the Madera Ministerial Association. He thinks

churches would be more than willing to open up their sanctuaries and/or meeting places for the hour or so that the City needs to utilize it in order to inform neighborhoods of possible upcoming elections.

Council Member Rigby stated he is excited about the possibility of consolidating zones. He asked if 10 is the only one they can consolidate or can they venture into consolidating more than just 10; the whole City perhaps.

Mr. Tooley replied they would like to start and get their feet wet, go through the process and begin looking at the possibility of consolidation on a region by region basis. He agreed that there is certainly an attraction to doing a citywide zone. The problem is that it requires a majority vote. Thinking back on the level of effort they put into Measure K, getting a citywide vote on a landscape zone probably looks like about the same thing. His recommendation is to start with their 10 series, see how that goes, learn as they go and they will bring those lessons back in terms of future implementation.

Council Member Rigby stated that is understandable and a good strategy.

Council Member Oliver asked if they have any preliminary savings potential on the 10 series.

Mr. Helmuth explained that when they consolidate they essentially take the total costs to maintain all the shared landscaping and then divide it by the number of parcels. He advised that the quick calculation came up to \$38. That didn't start to look into cost savings. From the formula they currently use, he doesn't expect that it would drop by more than a dollar or two. It would go from 38 to 37. What it does do is that it takes that spread of zero to 317, moves it to 38. He added that 38 as compared to many of the other zones is really quite a good rate. He commented that most of the zones are under about \$100 but there aren't a lot in the 38 range.

Council Member Oliver stated this was one of the more difficult topics of discussion in 2015. Not only did they have these landscape maintenance district elections but they had the state's water conservation mandates. Not only were they looking at adjusting or increasing fees, at the same time they were turning off water in those medians along with the water and enterprise fund increases as well. They had a lot of convoluted information, a lot of things happening at one time. He is relatively optimistic that with it not being the drought that it is and those other factors not being a part of the discussion that they may have a better success rate. He gave kudos to staff and their Parks Department for really carrying the water on that. He noted that it was a difficult situation to pivot to their Parks Department to take on that role. He thinks it has worked out as well as it could. He thinks they had a lot of stubbed toes during that process but he appreciates their hard work and dedication to getting that done.

Mayor Pro Tem Foley Gallegos stated she was out with Mr. Scarborough at some medians. He shared with her some very important information that she thinks they need to know as a City. They put in drip lines in a lot of their medians to save water but the Parks Department was very smart and left the sprinkler systems intact. When they get a lot of water soon, they can go back to using the sprinklers in certain areas and also have the drip. She thanked them for having the open vision of what can come when the water starts pouring in their City.

COUNCIL MEMBER OLIVER MADE A MOTION TO APPROVE ITEM C-3A, A MINUTE ORDER APPROVING ENGINEER'S REPORT FOR CITY WIDE LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT ZONES OF BENEFIT 1, 2, 3, 4, 6-A, 6-B, 7, 8, 9, 10-A, 10-B, 10-C, 10-D, 10-E, 10-F, 10-G, 10-H, 10-I, 12, 13, 14, 15, 15-B, 15-C, 16, 17-A, 17-B, 17-C, 17-D, 18, 20-A, 20-B, 20-C, 21-A, 21-B, 21-C, 21-D, 23, 24, 25-C, 25-D, 26, 26-B, 26-C, 26-D, 27, 27-B, 28, 28-B, 29, 29-B, 29-C, 29-D, 29-E, 30, 31-A, 31-B, 32-A, 32-B, 33, 34, 34-B, 34-C, 35, 36-A, 36-B, 36-C, 37, 39, 40, 41, 43-A, 43-C, 43-D, 43-E, 44, 45-A, 46, 50 & 51 FOR 2017/18 FISCAL YEAR. THE MOTION WAS SECONDED BY COUNCIL MEMBER HOLLEY AND THE MINUTE ORDER WAS ADOPTED UNANIMOUSLY BY A VOTE OF 5-0. AYES: MAYOR PRO TEM FOLEY GALLEGOS, COUNCIL MEMBERS HOLLEY, ROBINSON, OLIVER, RIGBY. ABSENT: MAYOR MEDELLIN, COUNCIL MEMBER RODRIGUEZ.

COUNCIL MEMBER OLIVER MADE A MOTION TO APPROVE ITEM C-3B, RES. NO. 17-68. THE MOTION WAS SECONDED BY COUNCIL MEMBER HOLLEY AND WAS ADOPTED UNANIMOUSLY BY A VOTE OF 5-0. AYES: MAYOR PRO TEM FOLEY GALLEGOS, COUNCIL MEMBERS HOLLEY, ROBINSON, OLIVER, RIGBY. ABSENT: MAYOR MEDELLIN, COUNCIL MEMBER RODRIGUEZ.

RES. NO. 17-68 A RESOLUTION OF INTENTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, TO LEVY AND COLLECT ANNUAL ASSESSMENTS FOR CITY WIDE LANDSCAPE AND LIGHTING DISTRICT ZONES OF BENEFIT 1, 2, 3, 4, 6-A, 6-B, 7, 8, 9, 10-A, 10-B, 10-C, 10-D, 10-E, 10-F, 10-G, 10-H, 10-I, 12, 13, 14, 15, 15-B, 15-C, 16, 17-A, 17-B, 17-C, 17-D, 18, 20-A, 20-B, 20-C, 21-A, 21-B, 21-C, 21-D, 23, 24, 25-C, 25-D, 26, 26-B, 26-C, 26-D, 27, 27-B, 28, 28-B, 29, 29-B, 29-C, 29-D, 29-E, 30, 31-A, 31-B, 32-A, 32-B, 33, 34, 34-B, 34-C, 35, 36-A, 36-B, 36-C, 37, 39, 40, 41, 43-A, 43-C, 43-D, 43-E, 44, 45-A, 46, 50 & 51 FOR FISCAL YEAR 2017/2018 AND SETTING DATE FOR PUBLIC HEARING

D. WRITTEN COMMUNICATIONS

There are no items for this section.

E. ADMINISTRATIVE REPORTS

There are no items for this section.

F. COUNCIL REPORTS

Council Member Holley reported that last week the Madera Unified Teacher's Association honored him for his leadership and community involvement at Parkwood with the kids. He thanked Mayor Pro Tem Foley Gallegos for acknowledging his recognition.

Council Member Oliver reported that he participated in the Second Annual Strides for Inclusion 5K Event put on by the local group Madera Special Needs Sports and Recreation. It was a wonderful event and the proceeds raised will go towards increasing programs such as recreation, social, and sporting for individuals with special needs or disabilities. He noted that this is a success story. The effort started with a small community of concerned parents who had children or loved ones with special needs but lacked many of the opportunities that other young people are able to enjoy. Their Parks Department was able to work in tandem with them in trying to make more recreational programming available. It has been a great partnership and it has been great to see them expand not only for their loved ones but many other young children in their community. He thinks they had over 125 people at the event who registered online. It was held at Madera High School. He looks forward to working with them to help continue that success. He restated his appreciation to the Parks staff for lending a hand and being such a great partner.

Council Member Rigby thanked staff for jumping on suggestions he made last week. He has gotten some great feedback on cleaning up downtown with their trash situation. He appreciates staff moving diligently on that and coming to a solution.

Council Member Rigby thanked staff for moving on getting Council city email.

Council Member Rigby stated the Madera Ministerial Association will be hosting its annual baccalaureate event for the Class of 2017 this Sunday. He added that his colleagues are always welcome to join. He knows the Mayor will be addressing the class which is bittersweet for him because his son is a part of that class which is why he is not here tonight. He is watching his son's baseball game. Several students and teachers from Madera High and Madera South will also be there. The event will be at Valley West Christian Center, 6:00 p.m.

Council Member Robinson reported that he just returned from Ohio so he is still on Ohio time. He was in Zanesville, a very hilly countryside. He also visited Cleveland and they have world class museums. He was happy to return home to Madera.

Council Member Robinson stated that even though he went away he was still keeping an eye on Madera. One of his Facebook friends mentioned that people are using the restroom behind some businesses in the alley. He was thinking on how they can get some stakeholders together to decide about some portable restrooms or even permanent like they have in Europe.

Mayor Pro Tem Foley Gallegos reported that she had a busy Saturday. She got to attend the end of their Small Business Workshop. She thanked staff for volunteering and coming out to help their small businesses. She saw Steve Woodworth (Chief Building Official), Chris Boyle (Planning Manager) and Dave Merchen (Community Development Director). She wondered if she missed anyone since she came towards the end. She stated it was exciting to see the enthusiasm of businesses wanting to open in Madera.

Mayor Pro Tem Foley Gallegos reported that she attended the Madera County Arts Fest. It was a wonderful event. She got a lot of great ideas and a lot of people were having a good time out there.

Mayor Pro Tem Foley Gallegos reported that they had their oil recycling at AutoZone. They didn't get as many oil filters in. They are going to change locations, head into town and see if they can up the ante on bringing in some more oil filters.

Mayor Pro Tem Foley Gallegos thanked her colleagues and staff for helping her. This is her first time as Mayor Pro Tem at the bench. She found out five minutes when she arrived so she wasn't as prepared as she would like to be. She thanked everyone for being patient while she learns the steps.

G. CLOSED SESSION

G-1 Closed Session Announcement – City Attorney

City Attorney Brent Richardson announced that the Council will adjourn to closed session pursuant to Government Code Section 54956.9(d)(1) to discuss conference with legal counsel in pending litigation as described under item G-2; pursuant to Government Code Section 54956.9(d)(2) to discuss conference with legal counsel in anticipated litigation as described under item G-3; and pursuant to Government Code Section 54956.9(d)(4) to discuss conference with legal counsel in initiation of litigation as described under item G-4.

The Council adjourned to closed session at 7:17 p.m.

G-2 Conference with Legal Counsel – Pending Litigation pursuant to Government Code §54956.9(d)(1): 3 cases

Steve Sisemore WCAB No. ADJ8242113, ADJ 10066660 and ADJ 10146652

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

G-4 Conference with Legal Counsel – Initiation of Litigation. Significant exposure to litigation pursuant to Government Code §54956.9(d)(4): 1 case

G-5 Closed Session Report – City Attorney

The Council returned from closed session at 7:34 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 in pending litigation as described under item G-2 and reported that no reportable action was taken; pursuant to Government Code Section 54956.9(d)(2) to discuss conference with legal counsel in anticipated litigation as described under item G-3 and reported that no reportable action was taken; and pursuant to Government Code Section 54956.9(d)(4) to discuss conference with legal counsel in initiation of litigation as described under item G-4 and reported that no reportable action was taken.

ADJOURNMENT

The meeting was adjourned by Mayor Pro Tem Foley Gallegos at 7:35 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

City of Madera

Council Meeting Of
Agenda Item No.

March 7th, 2018

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: 03/07/2018

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

February 13th, 2018 to February 26th, 2018

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

General Warrant:	16610-16758	\$	674,442.74
Wire Transfer	Union Bank Payroll and Taxes	\$	652,560.76
Wire Transfer	SDI	\$	2,273.37
Wire Transfer	Cal Pers	\$	205,044.23

Respectfully submitted,



Tim Przybyla
Financial Services Director

CITY OF MADERA
REGISTER OF AUDITED DEMANDS FOR BANK #1-UNION BANK GENERAL ACCOUNT
February 26th, 2018

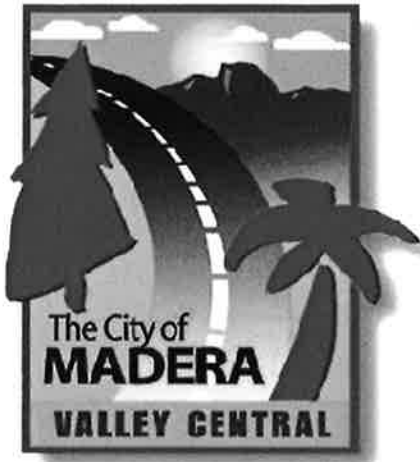
CHECK	PAY DATE	ISSUED TO	DESCRIPTION	AMOUNT
16610	02/16/2018	ACRO SERVICE CORPORATION	TEMPORARY DRAFTSMAN: SHAWN GAR	2,272.32
16611	02/16/2018	ADMINISTRATIVE SOLUTIONS INC.	CITY PAID RETIREE PRESCRIPTION BILL 03/18 - SKEELS	169.80
16612	02/16/2018	ADMINISTRATIVE SOLUTIONS INC.	CITY PAID RETIREE MEDICAL BILL FEBRUARY 2018	1,693.09
16613	02/16/2018	ADMINISTRATIVE SOLUTIONS INC.	CITY PAID RETIREE MEDICAL BILL MARCH 2018	1,730.64
16614	02/16/2018	ADMINISTRATIVE SOLUTIONS INC.	MONTHLY ADMINISTRATIVE FEE FEBRUARY 2018	4,493.50
16615	02/16/2018	ALFRED CONHAGEN, INC. OF CA	MACHINERY AND HARDWARE, INDUST	43,551.76
16616	02/16/2018	MILTON RAY POORE	GROUND SQUIRRERL CONTROL	2,400.00
16617	02/16/2018	AMERICAN BUSINESS MACHINES	COPIER SERVICE - ENGINEERING DEPT	90.00
16618	02/16/2018	ARAMARK UNIFORM SERVICES	01/18 UNIFORM SERVICES	5,235.42
16619	02/16/2018	AT&T	01/18 CALNET 3 SVS 9391026394	1,584.99
16620	02/16/2018	BSK ASSOCIATES	WWTP PERMIT COMPLIANCE LAB 01/25/18	1,236.50
16621	02/16/2018	BUSHONG, JASON	MILEAGE REIMBURSEMENT TO WWTP 01/25/18	15.06
16622	02/16/2018	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE - POLICE DEPARTMENT	225.00
16623	02/16/2018	CITY OF MADERA	12/17 UTILITIES ACCT# 003040421-6	53.47
16624	02/16/2018	CITY OF MADERA	02/18 UTILITIES ACCT# 003040421-6	53.47
16625	02/16/2018	CITY OF MADERA	02/18 UTILITIES ACCT# 003040431-8	85.10
16626	02/16/2018	CITY OF MADERA	12/17 UTILITIES ACCT# 003040431-8	85.10
16627	02/16/2018	CITY OF MADERA	02/18 UTILITIES ACCT# 003040441-0	133.57
16628	02/16/2018	CITY OF MADERA	12/17 UTILITIES ACCT# 003040441-0	327.15
16629	02/16/2018	COLGAN CONSULTING CORPORATION	Professional Services Related	3,900.00
16630	02/16/2018	CONCENTRA MEDICAL CENTERS	PRE EMPLOYMENT PHYSICAL	162.50
16631	02/16/2018	CREATIVE COPY	FOIL DIES AND STOCK	3,074.30
16632	02/16/2018	CS & FD MEDICAL WASTE DISPOSAL	MEDICAL WASTE REMOVAL PICK UP: 01/24/18	139.00
16633	02/16/2018	DIAMOND COMMUNICATIONS	SECURITY ALARM MONITORING MAR-MAY	405.00
16634	02/16/2018	ECN POLYGRAPH AND INVESTIGATIONS	POLYGRAPH FOR PD RECRUITMENTS	400.00
16635	02/16/2018	ESPINOZA SEWER SERVICE	PORTABLE TOILET SVS	50.00
16636	02/16/2018	EVERGREEN LAWN CARE & MAINTENANCE, INC.	GRP 1 DOWNTOWN MAINTENANCE JANUARY 2018	14,720.00
16637	02/16/2018	FIRE SAFETY SOLUTIONS, LLC	FIRE PROTECTION ENG SVS 02/01/18-02/14/18	8,156.25
16638	02/16/2018	FOREMOST PROMOTIONS	BANNER DISPLAY	498.00
16639	02/16/2018	FORENSIC NURSE SPECIALISTS, INC.	FRESNO SART	1,800.00
16640	02/16/2018	FRESNO MADERA AREA AGENCY ON AGING	UNSERVED MEALS 12/17	167.20
16641	02/16/2018	GIERSCH & ASSOCIATES, INC.	PROFESSIONAL ENGINEERING DESIGN	5,351.50
16642	02/16/2018	GOLDEN STATE OVERNIGHT	OVERNIGHT SHIPPING	70.67
16643	02/16/2018	GUARDIAN WESTERN SWEEPING INC.	MONTHLY POWER SWEEPING - INTERMODAL	569.00
16644	02/16/2018	LEHR AUTO ELECTRIC	License Plate Reader cameras	185,903.40
16645	02/16/2018	MADERA ANIMAL HOSPITAL	VETERINARY SVS	1,469.81
16646	02/16/2018	MADERA CLEANERS AND LAUNDRY INC.	YOUTH CENTER MAT SERVICE	32.30
16647	02/16/2018	MADERA UNIFORM & ACCESSORIES	UNIFORMS FOR POLICE DEPARTMENT	9,363.48
16648	02/16/2018	MUNISERVICES, LLC	LTC DISCOVERY SERVICES FOR PERIOD ENDING 1/31/18	520.64
16649	02/16/2018	OCHOA, ROUNEL	TUITION REIMBURSEMENT	184.00
16650	02/16/2018	OMNI-MEANS, LTD	PROFESSIONAL PROJECT DEVELOPMENT	5,191.75
16651	02/16/2018	DELGADO, STELLA	TURF REPLACEMENT REBATE	2,400.00
16652	02/16/2018	HERNANDEZ, ADALBERTO JR	TURF REPLACEMENT REBATE	3,000.00
16653	02/16/2018	PACIFIC GAS & ELECTRIC	01/18 SVS 9787342989-4	197.24
16654	02/16/2018	PETTY CASH - POLICE DEPT.	PETTY CASH REIMBURSEMENT	1,413.95
16655	02/16/2018	PIERCE CONSTRUCTION	Remove and replace damaged asphalt	17,938.54
16656	02/16/2018	PIERCE CONSTRUCTION	Remove and replace damaged asphalt	69,171.60
16657	02/16/2018	PRAXAIR DISTRIBUTION, INC.	CYLINDER DEMURRAGE RENTAL	518.63
16658	02/16/2018	PROFORCE	DATAPORT DOWNLOAD KIT	212.59
16659	02/16/2018	RON'S TOWING & ROAD SERVICE	TOW SVS	590.00
16660	02/16/2018	SERVICEMASTER BY J&C BROWN	FRANK BERGON SENIOR CENTER FLOOR STRIPPING	902.65
16661	02/16/2018	STANTEC CONSULTING SERVICES INC.	CONSULTING SERVICES	3,838.21
16662	02/16/2018	STATE WATER RESOURCES CONTROL BOARD	GRADE 2 WATER DISTRIBUTION EXAM FEE	65.00
16663	02/16/2018	THE ARC FRESNO	CITY CAN ORDERS JANUARY 2018	1,614.14
16664	02/16/2018	TRANSUNION RISK & ALTERNATIVE DATA SOL.	DATABASE ACCESS JANUARY 2018	113.60
16665	02/16/2018	SOLORIO CANDELARIO	Utility Billing Credit Refund	246.28
16666	02/16/2018	US BANK CORPORATE PAYMENT SYSTEMS	01/18 CAL-CARD CHARGES	95,795.34
16667	02/16/2018	WATCHGUARD VIDEO	VISTA HD CAMERAS AND OPTIONS	9,185.01
16668	02/16/2018	WATERTALENT, LLC	WWTP Temp Operator	4,000.00
16669	02/16/2018	HARRY D. WILSON INC.	PART	1,651.46
16670	02/16/2018	WINNER CHEVROLET, INC.	2018 Chevrolet Tahoe PPV	41,724.12
16671	02/16/2018	ZEE MEDICAL SERVICE CO.	MEDICAL SUPPLIES	80.29
16672	02/23/2018	AT&T	01/18 CALNET 3 SVS 9391031566	1,985.92
16673	02/23/2018	BROOKS, ERIC	AWE WATER TREATMENT O&M	192.00
16674	02/23/2018	BSK ASSOCIATES	WWTP PERMIT COMPLIANCE LAB 01/26/18	872.50
16675	02/23/2018	CALIFORNIA DEPARTMENT OF JUSTICE	FINGERPRINT APPS	610.00
16676	02/23/2018	CITY OF MADERA	TOILET REBATE APPLY TO ACCOUNT 9915819	100.00
16677	02/23/2018	CITY OF MADERA	TOILET REBATE APPLY TO ACCOUNT 9922852	196.00
16678	02/23/2018	CITY OF MADERA	CLOTHES WASHER REBATE - APPLY TO ACCT 9891568	200.00

16679	02/23/2018	CITY OF MADERA	TOILET REBATE APPLY TO ACCOUNT 9587003	200.00
16680	02/23/2018	CITY OF MADERA	DISWASHER REBATE APPLY TO ACCOUNT 8002105	200.00
16681	02/23/2018	CITY OF MADERA	CLOTHES WASHER REBATE - APPLY TO ACCT 9918706	200.00
16682	02/23/2018	CITY OF MADERA	CLOTHES WASHER REBATE - APPLY TO ACCT 9891159	200.00
16683	02/23/2018	CITY OF MADERA	DISWASHER REBATE APPLY TO ACCOUNT 9922425	200.00
16684	02/23/2018	CITY OF MADERA	CLOTHES WASHER REBATE - APPLY TO ACCT 9891145	200.00
16685	02/23/2018	CITY OF MADERA	CLOTHES WASHER REBATE - APPLY TO ACCT 9919481	200.00
16686	02/23/2018	CITY OF MADERA	TOILET REBATE APPLY TO ACCOUNT 9894546	200.00
16687	02/23/2018	CITY OF MADERA	TOILET REBATE APPLY TO ACCOUNT 9916545	200.00
16688	02/23/2018	CITY OF MADERA	RAINWATER BARRELL - APPLY TO ACCT 8288004	287.30
16689	02/23/2018	CITY OF MADERA	TOILET REBATE APPLY TO ACCOUNT 8961001	323.00
16690	02/23/2018	CITY OF MADERA	TOILET REBATE APPLY TO ACCOUNT 5836001	400.00
16691	02/23/2018	CITY OF MADERA	TOILET REBATE APPLY TO ACCOUNT 9917001	400.00
16692	02/23/2018	DIVISION OF THE STATE ARCHITECT	SB 1186 FEES QTR 2 FY 17/18	117.00
16693	02/23/2018	ENTENMANN-ROVIN CO	BADGES	303.84
16694	02/23/2018	FRESNO BEE, THE	RECRUITMENT ADS	757.20
16695	02/23/2018	FRESNO MADERA COUNTIES POLICE CHIEF ASSO	FMCPA MEMBERSHIP DUES - LAWSON & CHIARAMONTE	150.00
16696	02/23/2018	GOLDEN STATE OVERNIGHT	OVERNIGHT SHIPPING	32.49
16697	02/23/2018	LANGUAGE LINE SERVICES, INC.	TRANSLATION SERVICES	26.52
16698	02/23/2018	LEAGUE OF CALIFORNIA CITIES	LOCC MEMBERSHIP DUES	19,182.00
16699	02/23/2018	LIEBERT CASSIDY WHITMORE	LEGAL FEES	57.00
16700	02/23/2018	LIEBERT CASSIDY WHITMORE	LEGAL FEES	2,010.00
16701	02/23/2018	MADERA RADIO DISPATCH, INC.	TOWER RENT	310.24
16702	02/23/2018	MATTHEW BENDER & CO., INC.	CA PENAL CODE 2018	2,049.44
16703	02/23/2018	MENDOZA, MARTIN	AWE WATER TREATMENT O&M	192.00
16704	02/23/2018	MUNISERVICES, LLC	STARS - Q4 - 2013	1,207.00
16705	02/23/2018	MEINZER, CRAIG	TURF REPLACEMENT REBATE	2,754.84
16706	02/23/2018	RIFFEL, LESTER	TURF REPLACEMENT REBATE	2,160.00
16707	02/23/2018	SIMPSON, VICTORIA	TURF REPLACEMENT REBATE	1,080.00
16708	02/23/2018	YANG, LINDA	TURF REPLACEMENT REBATE	1,168.00
16709	02/23/2018	PACIFIC GAS & ELECTRIC	01/18 SVS 9920095153-3	14,573.70
16710	02/23/2018	ADAN DE JESUS	PARK DEPOSIT REFUND	50.00
16711	02/23/2018	AMEZUCA, JUAN	PARK DEPOSIT REFUND	50.00
16712	02/23/2018	ANTONIO, ALICIA	FACILITY DEPOSIT REFUND	50.00
16713	02/23/2018	DE LA PAZ, NOE	PARK DEPOSIT REFUND	50.00
16714	02/23/2018	GALLEGOS, MELINDA	FACILITY DEPOSIT REFUND	50.00
16715	02/23/2018	HOLT, JAIME	PARK DEPOSIT REFUND	50.00
16716	02/23/2018	OROSCO, GUADALUPE	PARK DEPOSIT REFUND	50.00
16717	02/23/2018	RAMIREZ, BIANCA	FACILITY DEPOSIT REFUND	50.00
16718	02/23/2018	RIGBY, CLARISSA	SPORT CANCELLATION	50.00
16719	02/23/2018	TRINIDAD-DIAZ, NORMA	PARK DEPOSIT REFUND	50.00
16720	02/23/2018	PIERCE CONSTRUCTION	Remove and replace damaged asphalt	7,590.70
16721	02/23/2018	PROFORCE	1000 RDS	231.10
16722	02/23/2018	RESERVE ACCOUNT	PREPAID POSTAGE METER USAGE 11/17 - 02/18	1,200.00
16723	02/23/2018	RRM DESIGN GROUP, A CALIFORNIA CORPORATION	PROFESSIONAL ENGINEERING DESIGN	26,025.00
16724	02/23/2018	SITE ONE LANDSCAPE SUPPLY LLC	LANDSCAPE SUPPLIES	7.60
16725	02/23/2018	SOLIS, OSCAR	PER DIEM AWE WATER TREATMENT O&M	192.00
16726	02/23/2018	SPARKLETTTS	LAB & DRINKING WATER	83.15
16727	02/23/2018	TYLER, JOEY	AWE WATER TREATMENT O&M	192.00
16728	02/23/2018	ANZALDO JESUS OSCAR	Utility Billing Credit Refund	1.30
16729	02/23/2018	BARBOZA BRUNO	Utility Billing Credit Refund	34.05
16730	02/23/2018	CABALLERO GLORIA	Utility Billing Credit Refund	135.22
16731	02/23/2018	CARRILLO MARIA TAMAR	Utility Billing Credit Refund	221.58
16732	02/23/2018	CITY OF MADERA OR FLORES CARMINA	Utility Billing Credit Refund	16.34
16733	02/23/2018	CITY OF MADERA OR SHERIFF ANAMARIE	Utility Billing Credit Refund	96.71
16734	02/23/2018	DENAVA JR JOHN	Utility Billing Credit Refund	34.66
16735	02/23/2018	FRAIRE YORGINA	Utility Billing Credit Refund	94.60
16736	02/23/2018	GIL CRUZ VAZQUEZ	Utility Billing Credit Refund	116.04
16737	02/23/2018	GRAY VICTORIA	Utility Billing Deposit Refund	52.53
16738	02/23/2018	GUTIERREZ DAVID AND CRISTINA	Utility Billing Credit Refund	150.79
16739	02/23/2018	HOULDING MILDRED	Utility Billing Deposit Refund	118.57
16740	02/23/2018	J AND M SALES INC C/O NATIONAL STORES	Utility Billing Credit Refund	1,231.72
16741	02/23/2018	LUNA CARMEN	Utility Billing Credit Refund	2.41
16742	02/23/2018	MARROQUIN SANDY MANOZ	Utility Billing Deposit Refund	27.54
16743	02/23/2018	MARTINEZ LAVERNE	Utility Billing Credit Refund	150.96
16744	02/23/2018	MEDINA AURORA	Utility Billing Credit Refund	240.79
16745	02/23/2018	METRO PCS BRIONI ALEX & VITALE-UTAMA ROSE	Utility Billing Credit Refund	379.03
16746	02/23/2018	NAFFZIGER DONNA	Utility Billing Credit Refund	149.66
16747	02/23/2018	PESTORICH HOLDINGS LLC	Utility Billing Credit Refund	67.84
16748	02/23/2018	RIFFEL LESTER D AND ESTHER	Utility Billing Deposit Refund	218.38
16749	02/23/2018	RIOS ESTER CRUZ	Utility Billing Credit Refund	151.31
16750	02/23/2018	RIOS JONATHAN	Utility Billing Credit Refund	9.92
16751	02/23/2018	SALGADO MARIA	Utility Billing Credit Refund	150.97

16752 02/23/2018 WIEBE JANE
16753 02/23/2018 WOO AUSTIN
16754 02/23/2018 VERIZON WIRELESS
16755 02/23/2018 VERIZON WIRELESS
16756 02/23/2018 WATCHGUARD VIDEO
16757 02/23/2018 WATCHGUARD VIDEO
16758 02/23/2018 WATER CONNECTION INC.

Utility Billing Credit Refund 184.63
Utility Billing Credit Refund 233.38
COUNCIL IPAD SVC JAN 11 - FEB 10 304.08
CITY CELL PHONE CHARGES JAN 11 - FEB 10 4,782.69
VISTA HD CAMERAS AND OPTIONS 5,260.38
Replacement of one damaged by a fire 5,336.73
BACKFLOW TESTER COURSE - AARON HUDGENS 745.00

Bank # 1 - Union Bank General Account Total 674,442.74



REPORT TO CITY COUNCIL

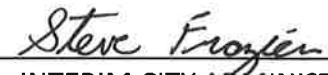
MEETING DATE: March 7, 2018

AGENDA ITEM NUMBER: B-3

Approved By:



INTERIM PUBLIC WORKS DIRECTOR



INTERIM CITY ADMINISTRATOR

SUBJECT: Water Conservation Report for January 22nd through February 25th

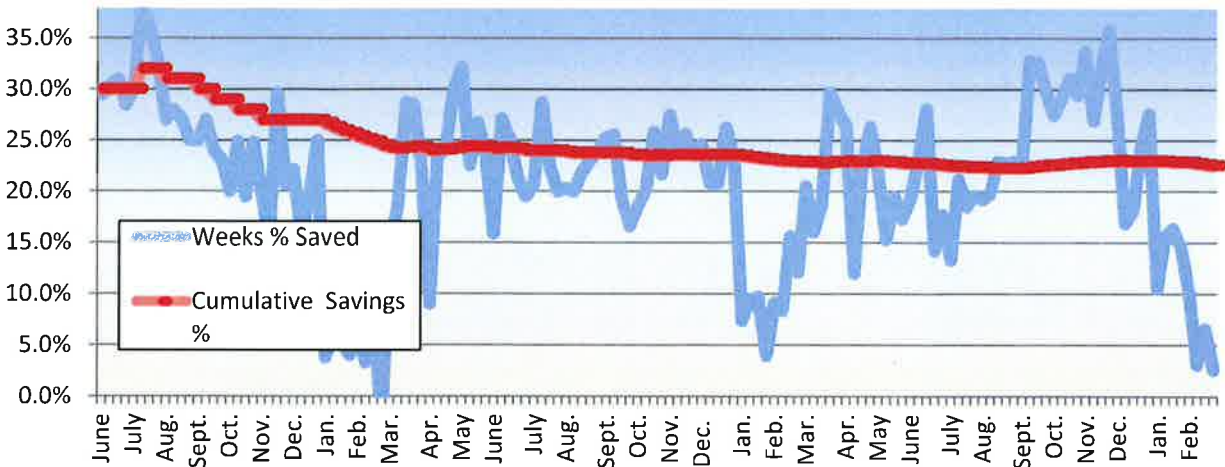
RECOMMENDATION: Staff recommends that Council review the attached report of water conservation activities and progress in reducing residential water consumption.

BACKGROUND: This report addresses the four different areas of focus: water conservation & education, water patrol activity, water meter maintenance activities, and information on the overall capacity of the water wells, the amount of production, and reserve production capacity.

WATER CONSERVATION: As illustrated in the chart, the City's average monthly water conservation rate for February 2018 is decreased at 7.4% from 8.2% in February 2017. Below is the most current water conservation data.

Monthly
Jan.-Feb. 22 nd – 25 th
7.4%

Cumulative
June 1 st , 2015 Feb. 25 th , 2018
22.6%



CONSERVATION OUTREACH: As part of our local outreach and education, water conservation presentations were made at three local elementary schools.

Conservation Outreach

Howard School Presentation 2/13/18 (45 Students)

John Adams School Presentation 2/15/18 (110 Students)

Dixieland School Presentation 2/22/18 (36 Students)

WATER PATROL: The water patrol staff made a total of 210 individual public contacts. The enforcement data is dramatically reduced since we are now in non-peak watering season. Below is the most current enforcement data.

ENFORCEMENT

Individual Contacts	210	1st offenses (\$75)	17
Verbal Warnings	4	2nd offenses (\$200)	2
Correction Notices	21	3rd or more offense (\$500)	0

WATER METERS: During this reporting period, the water meter staff performed various repair and/or meter programming at 67 properties. Customer concern investigations were conducted and the investigations resulted in discovery of leaks at 13 of these properties and repairs at 2 properties.

Staff continues to coordinate with the Engineering Department and contractor on the Water Meter Installation Project to program the newly installed meters and process information to the Utility Billing Department.

The Division is also compiling data on all of the meters that are currently being manually read. This data will be used to prepare information for a meter installation project to replace manually read meters with the automatic read meters when funding is available.

REBATE PROGRAM: Since last reporting period, the Water Conservation Division continues to have an increased participation in the rebate program. This reporting period, the division has received 12 new applications for turf replacement and have received and processed an additional 20 applications for the other various rebate opportunities.

The rebate dollars awarded to date this fiscal year, with 4 months remaining, total \$55,350 as compared to rebate dollars awarded in the amount of \$27,120 for the entire fiscal year 16/17.

SYSTEM CAPACITY: Attached is a table which shows the daily quantity of water pumped and performance of the City's system of water wells and its ability to provide fire flow between January 22nd and February 25th, 2018. The system has continued to produce adequate flows to meet our peak demand and maintain reserve fire flow capacity.

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.

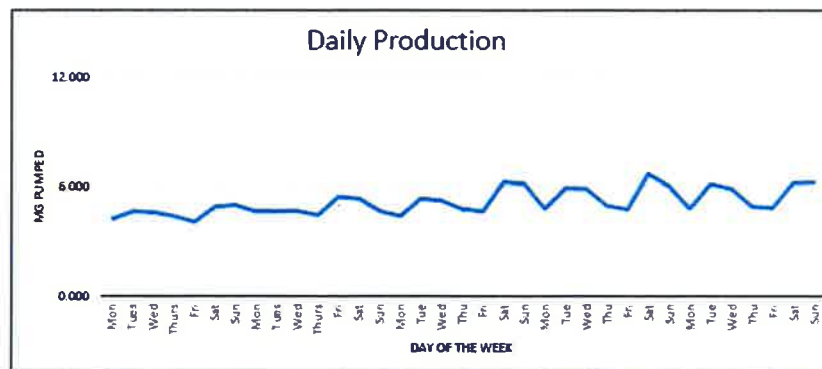
**STATUS REPORT January 22nd TO FEBRUARY 25th, 2018
WATER PRODUCTION AND RESERVE FIRE FLOW CAPABILITY**

Dates	Day	Peak Temp	MG Pumped	Peak Hour	Lowest Pressure*	Lowest Tank Storage **	Wells Available	Wells On During Peak Hours	Wells in Reserve During Peak Hours	Reserve GPM at Peak	Reserves Meets Fire flow for			
											Residential 1,500 GPM	Commercial 2,500 GPM	Industrial 3,500 GPM	Hospital 4,500 GPM
1/22/2018	Mon	62	4.232	9pm-10pm	46	780,000	14	3	11	13372	Yes	Yes	Yes	Yes
1/23/2018	Tues	57	4.636	3pm-4pm	45	780,000	14	3	11	13052	Yes	Yes	Yes	Yes
1/24/2018	Wed	65	4.583	8pm-9pm	45	780,000	14	3	11	13052	Yes	Yes	Yes	Yes
1/25/2018	Thurs	59	4.390	8pm-9pm	46	780,000	14	3	11	13052	Yes	Yes	Yes	Yes
1/26/2018	Fri	59	4.070	7pm-8pm	46	780,000	14	2	12	14252	Yes	Yes	Yes	Yes
1/27/2018	Sat	59	4.891	12pm-1pm	46	820,000	14	3	11	13052	Yes	Yes	Yes	Yes
1/28/2018	Sun	63	4.999	1pm-2pm	46	820,000	14	3	11	13052	Yes	Yes	Yes	Yes
1/29/2018	Mon	65	4.645	1pm-2pm	46	780,000	14	3	11	13052	Yes	Yes	Yes	Yes
1/30/2018	Tues	68	4.645	10pm-11pm	45	780,000	14	4	10	12142	Yes	Yes	Yes	Yes
1/31/2018	Wed	66	4.681	9pm-10pm	45	780,000	14	3	11	13052	Yes	Yes	Yes	Yes
2/1/2018	Thurs	68	4.432	8pm-9pm	46	780,000	14	3	11	13052	Yes	Yes	Yes	Yes
2/2/2018	Fri	70	5.449	7pm-8pm	46	780,000	14	3	11	13052	Yes	Yes	Yes	Yes
2/3/2018	Sat	74	5.349	11pm-12am	46	780,000	14	4	10	12142	Yes	Yes	Yes	Yes
2/4/2018	Sun	73	4.668	10pm-11pm	45	780,000	14	4	10	12142	Yes	Yes	Yes	Yes
2/5/2018	Mon	74	4.375	12pm-1pm	46	780,000	14	3	11	13052	Yes	Yes	Yes	Yes
2/6/2018	Tue	71	5.352	9pm-10pm	45	780,000	14	4	10	12142	Yes	Yes	Yes	Yes
2/7/2018	Wed	78	5.240	9pm-10pm	46	780,000	14	4	10	12142	Yes	Yes	Yes	Yes
2/8/2018	Thu	77	4.770	8pm-9pm	46	820,000	14	3	11	13052	Yes	Yes	Yes	Yes
2/9/2018	Fri	75	4.637	8pm-9pm	46	780,000	14	3	11	13052	Yes	Yes	Yes	Yes
2/10/2018	Sat	73	6.251	10pm-11pm	45	780,000	14	4	10	12142	Yes	Yes	Yes	Yes
2/11/2018	Sun	69	6.151	10pm-11pm	46	780,000	14	4	10	12142	Yes	Yes	Yes	Yes
2/12/2018	Mon	60	4.788	8pm-9pm	45	780,000	14	3	11	13052	Yes	Yes	Yes	Yes
2/13/2018	Tue	64	5.904	9pm-10pm	45	680,000	14	4	10	12142	Yes	Yes	Yes	Yes
2/14/2018	Wed	69	5.866	9pm-10pm	35	780,000	14	4	10	12142	Yes	Yes	Yes	Yes
2/15/2018	Thu	65	4.963	8pm-9pm	46	780,000	14	3	11	13052	Yes	Yes	Yes	Yes
2/16/2018	Fri	67	4.753	7pm-8pm	45	780,000	14	4	10	12142	Yes	Yes	Yes	Yes
2/17/2018	Sat	71	6.687	5pm-6pm	38	600,000	14	4	10	12312	Yes	Yes	Yes	Yes
2/18/2018	Sun	65	6.001	10pm-11pm	45	780,000	14	4	10	13121	Yes	Yes	Yes	Yes
2/19/2018	Mon	55	4.787	4pm-5pm	46	780,000	14	3	11	14031	Yes	Yes	Yes	Yes
2/20/2018	Tue	55	6.141	9pm-10pm	45	780,000	14	5	9	11491	Yes	Yes	Yes	Yes
2/21/2018	Wed	58	5.888	10pm-11pm	45	780,000	14	4	10	13121	Yes	Yes	Yes	Yes
2/22/2018	Thu	58	4.898	10pm-11pm	45	780,000	14	4	10	13121	Yes	Yes	Yes	Yes
2/23/2018	Fri	54	4.834	10am-11am	46	780,000	14	4	10	12996	Yes	Yes	Yes	Yes
2/24/2018	Sat	60	6.202	10pm-11pm	46	820,000	14	4	10	13121	Yes	Yes	Yes	Yes
2/25/2018	Sun	62	6.227	1pm-2pm	45	780,000	14	4	10	13121	Yes	Yes	Yes	Yes

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

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

- 18 **Total Wells**
 4 **Wells Not Available**
 #16 Being Retrofitted for Submersible Pump to Gain 500 gpm
 #20 Air intrusion
 #26 Pulled as of 11/2/2017
 #27 Redevelopment in process
 14 **Number of Wells Available**





[Return to Agenda](#)

REPORT TO CITY COUNCIL

Approved By:

Department Director

City Administrator

Council Meeting of March 7, 2018

Agenda Item Number B-4

SUBJECT: CONSIDERATION OF A RESOLUTION APPROVING AN AGREEMENT WITH KLEINFELDER INC. FOR PROFESSIONAL ON-DEMAND SERVICES FOR QUALITY ASSURANCE AND MATERIALS TESTING SERVICES FOR WATER MAIN INSTALLATIONS AT VARIOUS LOCATIONS, CITY PROJECT NO. W 16-03

RECOMMENDATION:

Approve Resolution No. 18-_____ approving agreement with Kleinfelder Inc. for Quality Assurance and Testing Services and authorizing the Mayor to execute the Agreement.

SUMMARY:

The Agreement is for providing on-call professional geotechnical engineering and construction quality assurance (QA) and materials testing services to assure compliance with City of Madera requirements for the installation of pipelines, utilities, appurtenances and associated reconstruction of City right of way improvements. The quality control and materials testing services will consist of materials sampling and testing and providing reports of the results.

The agreement for the inspection and testing services is in the amount of \$30,000 with an Extra Services amount of \$5,000 to be approved by the City

Engineering

205 W. Fourth Street • Madera, CA 93637 • TEL (559) 661-5418 • FAX (559) 675-6605

www.cityofmadera.ca.gov

Engineer if additional funding is necessary to address quality assurance and materials testing requirements not originally anticipated. The actual cost of services will be paid according to the agreed prices in Exhibit "A" Fee Schedule included in the agreement.

DISCUSSION:

The City maintains a list of six (6) testing firms that are certified to provide testing service as needed for construction projects. Firms are selected based on their position in the rotation. Kleinfelder Inc. is next in line to provide quality assurance and materials testing services for a City project. A contract was awarded to Emmett's Excavation on December 20, 2018 for the Water Main Installation at Various Locations Project, W 16-03.

Kleinfelder Inc. shall be responsible for quality assurance in the construction of the water main pipeline installation, appurtenances, trench backfill, compaction and trench resurfacing. The services provided during construction will generally consist of material sampling and testing and providing test results and record keeping. Kleinfelder Inc. shall coordinate all construction testing activities within the project with the City of Madera's Project Manager/Resident Engineer and the project inspector.

FISCAL IMPACT:

Funding for the Testing Services Agreement Project is included in the adopted FY 2017/18 CIP Budget in Water Utility Fund Org Code 20303830 and DIF Org Code 40810000.

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

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The support services for this capital improvement project supports Vision Strategy 101.6, Ensure infrastructure can sustain population growth.

RESOLUTION NO. 18-__

A RESOLUTION APPROVING AN AGREEMENT WITH KLEINFELDER INC. FOR PROFESSIONAL ON-DEMAND SERVICES FOR QUALITY ASSURANCE AND MATERIALS TESTING SERVICES FOR WATER MAIN INSTALLATIONS AT VARIOUS LOCATIONS, CITY PROJECT NO. W 16-03

WHEREAS, the City Council has awarded a construction contract for the Water Main Installations at Various Locations, City Project No. W 16-03

WHEREAS, funding for project construction and construction administration is programmed in the City's FY 2017/18 Budget, and

WHEREAS, the construction quality assurance and materials testing by a certified engineering or testing firm is required for the successful construction of the Project; and

WHEREAS Kleinfelder Inc. has the particular skills, equipment and facilities to perform the necessary services and the City desires to retain Kleinfelder Inc.; and

WHEREAS, the Agreement with Kleinfelder Inc. for construction quality assurance and materials testing services is recommended for approval.

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 Agreement with Kleinfelder Inc. for construction quality assurance and materials testing services for an amount not to exceed \$30,000, a copy of which is on file in the office of the City Clerk and referred to for more particulars, is hereby approved.
3. The Mayor is authorized to execute the Agreement.
4. This resolution is effective immediately upon adoption.

* * * * *

**AGREEMENT FOR PROFESSIONAL ON-DEMAND SERVICES FOR QUALITY
ASSURANCE AND MATERIALS TESTING SERVICES FOR
WATER MAIN INSTALLATIONS AT VARIOUS LOCATIONS
CITY PROJECT NO. W 16-03**

This Agreement made and entered into this 7 day of March, 2018 between the City of Madera, a municipal corporation of the State of California, hereinafter called "**CITY**", and Kleinfelder Inc., hereinafter called "**ENGINEER**".

WITNESSETH

WHEREAS, CITY plans to construct Water Main Installations at Various Locations, City Project No. W 16-03, hereinafter called "the Project"; and

WHEREAS, CITY needs the services of the ENGINEER, for the Quality Assurance and Materials Testing Services of backfill materials, compaction of backfill, concrete materials, subgrade and aggregate base surfaces and trench resurfacing for the Project, as specified in the Caltrans Construction Manual and Materials Testing Manual and City of Madera Quality Assurance Manual; and

WHEREAS, ENGINEER is qualified and licensed to provide the required professional quality assurance and materials testing services required by Caltrans and CITY desires to hire ENGINEER for such purposes.

NOW THEREFORE:

The parties hereto mutually agree as follows:

1. SERVICES OF ENGINEER:

CITY hereby hires ENGINEER to provide on-demand quality assurances and materials testing services for backfill materials, compaction of backfill, concrete materials, subgrade and aggregate base surfaces and trench resurfacing for the Water Main Installations at Various Locations, City Project No. W 16-03 to support CITY as set forth herein in connection with the Project. Said work to be performed pursuant to this agreement is more particularly described in Section 2 – Scope of Work.

2. SCOPE OF WORK:

ENGINEER shall provide the professional on-demand quality assurance and materials testing services for quality control management of pipeline(s) installations set forth in EXHIBIT A – FEE SCHEDULE and EXHIBIT B – ON_DEMAND QUALITY ASSURANCES AND MATERIALS TESTING SERVICES, attached hereto and incorporated herein by reference. ENGINEER shall comply with all Caltrans and City of Madera construction engineering and inspection standards and requirements consistent with the Standard of Care.

3. RESPONSIBILITIES:

The City Engineer shall be the Responsible Engineer in charge of the Project. The ENGINEER shall report to the City's Construction Manager/Resident Engineer for the Project or other construction managers as designated by the CITY. The ENGINEER'S responsibility will only be related to the quality assurance and materials testing services of roadway construction, roadway materials and pipeline(s) installations for the Project.

4. COMPENSATION:

The ENGINEER shall be reimbursed for actual costs based on hourly billing rates that include labor wages, employee benefits, overhead and net fee/profit and be reimbursed for direct costs for supplies, travel/mileage and printing reports and for actual materials testing lab cost for the total estimated amount of Thirty Thousand Dollars (\$30,000). The reimbursement for actual costs shall be paid at the hourly billing rates and itemized rates set forth in the ENGINEER'S FEE SCHEDULE, EXHIBIT "A" – attached here to and incorporated herein by reference.

CITY and ENGINEER agree that the hourly rates in EXHIBIT "A" shall remain in full force and effect through June 30, 2018. It is understood and agreed by both parties that all expenses incidental to ENGINEER'S performance of services and deliverables to be reimbursed are included in Other Direct Costs listed in the Cost Proposal. There shall be no compensation for any type of equipment purchase.

CITY and ENGINEER mutually agree that the on-demand quality assurance and materials testing services may change due to the contractor's schedule and selection of vendors and differing conditions encountered during construction. Therefore, the final compensation may be more or less than the ENGINEER'S estimated cost. However, the ENGINEER shall not be entitled to compensation for any expenses exceeding \$30,000 unless the parties enter into an approved amendment to this agreement which provides for such compensation.

5. COST PRINCIPLES AND PAYMENT:

Allowable elements of cost shall comply with the Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq. Also, compliance with the administrative requirements set forth in 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments is required.

Payments for all undisputed portions of each invoice as provided for hereunder shall be made within 30 days of receipt and approval of ENGINEER'S monthly invoices for the work performed as specified herein. ENGINEER'S invoice shall specify the billed hours and hourly rates for each employee classification. A summary of costs to date for each component of the work shall accompany the invoice. This summary shall also estimate the percentage of the work completed for each component.

The Cost Proposal is subject to an audit or Certified Public Account (CPA) Indirect Cost (Overhead) Audit Work Review. The Cost Proposal shall be adjusted by the ENGINEER and

approved by the CITY to conform to the Workpaper Review recommendations or audit recommendations. The ENGINEER agrees that the individual terms of cost identified in the audit report shall be incorporated into the Agreement by this reference if directed by the CITY at its sole discretion. Refusal by the ENGINEER to incorporate the Workpaper Review recommendations or audit recommendations will be considered a breach of the Agreement terms and cause for termination of the Agreement.

Progress payments will be made monthly in arrears based on services provided and allowable incurred costs including the fixed fee percentage. If ENGINEER fails to submit the required deliverables specified in the Scope of Services, CITY shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions of this Agreement.

ENGINEER shall submit invoices no later than 45 calendar days after the performance of work for which ENGINEER is billing. Invoices shall follow the format included in the ENGINEER'S cost proposal. Invoices shall include a detail of ENGINEER'S services related to the tasks listed in the Contractor's schedule. The final invoice shall be submitted within 60 days of the CITY'S acceptance of the Project. Invoices shall be mailed to the address listed in Section 28 of this Agreement.

6. EXTRA SERVICES:

Extra services not contemplated hereunder as set forth in this Agreement or for such services beyond the control of the CITY or ENGINEER as may be specifically requested by CITY or ENGINEER through the City Engineer in writing. Extra services shall be mutually agreed to and ENGINEER shall be compensated at the hourly rates in EXHIBIT "A", provided however, the City Engineer's authority is limited to expenditures not to exceed an additional amount of \$5,000.

7. DOCUMENTATION & DELIVERABLES:

ENGINEER shall provide to the City's Resident Engineer the appropriate documentation in a format specified in the Caltrans Construction Manual, of the work to be inspected and approved to the Resident Engineer. Such documentation and reports shall be consistent with the Caltrans Construction Manual and provided in a timely manner for the task at hand and per the contract documents. ENGINEER shall provide proof of Caltrans certification for testing laboratory.

Upon Completion and acceptance of the project by the CITY, ENGINEER shall deliver the original documents, files, records, drawings, final reports required by Caltrans and other documents prepared for the project.

8. AUDITS AND INSPECTIONS ACCESS:

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of this Agreement pursuant to Government Code 8546.7; the CITY and ENGINEER shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Agreement, including but not limited to, the costs of administering this Agreement.

ENGINEER shall, upon reasonable notice and at any time during regular business hours, and as often as CITY, may deem necessary, make available to the CITY, or its authorized representative for examination, all of its books, records and data with respect to matters covered by this Agreement. ENGINEER shall permit CITY, to audit and inspect all invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to matters covered by this Agreement. ENGINEER shall retain all of these documents for a period of three (3) years after final payment to ENGINEER.

9. LIABILITY INSURANCE:

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

Minimum Scope and Limits of Insurance

Consultant shall maintain limits no less than:

- **\$1,000,000 General Liability** (including operations, products and completed operations) per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO form CG 20 10 that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **\$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, with the exception of Professional Liability, 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.

10. OWNERSHIP OF DOCUMENTS:

The responsible Professional Engineer shall sign and date all construction materials inspection documents and reports and other engineering reports furnished by ENGINEER and, where appropriate, indicate their registration number. The documents shall be prepared in a format consistent with the Caltrans Construction Manual.

If the Agreement is terminated at any time, the ENGINEER shall submit all project related documents, deliverables and correspondence whether in complete form, draft form or in progress. These items will become the sole property of the CITY which may use them to complete the Project.

Upon completion and acceptance of the Project and payment in full, all documents required in performing services under this Agreement shall, be submitted to, and remain the sole property of CITY.

Reuse or modifications of documents for any purpose other than as intended under this Agreement shall be at CITY'S sole risk and without liability to ENGINEER. CITY shall indemnify, defend and hold harmless ENGINEER for any claims, loss, cost or damages arising out of, pertaining to, or relate to such reuse or modification, including use of incomplete documents.

11. CONFIDENTIALITY OF DATA:

All financial, statistical, personal, technical, or other data and information relative to the CITY'S operations, which are designated confidential by the CITY and made available to the ENGINEER, in order to carry out this Agreement, shall be protected by the ENGINEER from unauthorized use and disclosure. Permission to disclose information on one occasion, or public hearing held by the CITY relating to this Agreement, shall not authorize the ENGINEER to further disclose such information or disseminate the same on any other occasion.

The ENGINEER shall not comment publicly to the press or any other media regarding this Agreement or the CITY'S actions on the same, except to the CITY'S staff, ENGINEER'S own personnel involved in the performance of the Agreement, at public hearings or in response to questions from a Legislative committee. The ENGINEER shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this Agreement without prior review of the contents thereof by the CITY, and receipt of the CITY'S written permission.

12. TIME OF COMPLETION:

Based on the contractor's construction schedule, ENGINEER'S quality control and testing services should be completed by April 30, 2018. The final task will be the submittal of documents for the Final Report. This agreement may be extended by mutual written agreement.

13. TERMINATION OF AGREEMENT:

A. This agreement may be terminated at any time by either party upon thirty (30) calendar days written notice. In the event the Agreement is terminated by either party, ENGINEER shall be compensated for services performed to the effective date of termination based upon the compensation rates and subject to the maximum amounts payable agreed to together with such

additional services performed after termination which are authorized by the City Engineer to wind up the work performed to date of termination.

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

1. An illegal use of funds by ENGINEER;
2. A failure by ENGINEER to comply with any material term of this Agreement;
3. A substantially incorrect or incomplete report submitted by ENGINEER to CITY.

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

14. APPROVAL:

CITY will give reasonably prompt consideration to all matters submitted by ENGINEER for approval to the end that there will be no significant delays in ENGINEER'S program of work. An approval, authorization or request to ENGINEER given by CITY will only be binding upon CITY under the terms of this Agreement if in writing and signed on behalf of CITY by a CITY representative or designee.

15. HOLD HARMLESS:

Indemnity for Professional Liability: To the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless Agency and any of its officials, employees from and against any losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent the Consultant (and its Subconsultants) are responsible for such damages, liabilities and costs on a comparative basis of fault between the Consultant (and its Subconsultants) and the Agency in the negligent performance of professional services under this agreement. Consultant shall not be obligated to defend or indemnify Agency for the Agency's own negligence or for the negligence of others.

Indemnity for Other Than Professional Liability: Other than in the performance of professional services, Consultant shall indemnify, defend, and hold harmless Agency, and any of its employees, officials from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs, whether actual, or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, or resulting from, the negligence or other

fault in performance of this Agreement by Consultant or by any individual or Agency for which Consultant is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of Consultant.

16. RESPONSIBILITY FOR OTHERS:

ENGINEER shall be responsible to CITY for its services and the services of its sub consultants. ENGINEER shall not be responsible for the acts or omissions of the CITY or other parties engaged by CITY, nor for their construction means, methods, techniques, sequences, or procedures, or their health and safety precautions and programs.

17. PROFESSIONAL RESPONSIBILITY:

ENGINEER shall be obligated to comply with applicable standards of professional care in the performance of the Quality Assurance and Materials Testing Services defined herein as performing Services in a manner consistent with that level of care and skill ordinarily exercised by other members of ENGINEER's profession practicing in the same locality under similar conditions and at the date the services are provided ("Standard of Care"). ENGINEER makes no other representation, guarantee or warranty, express or implied, regarding the services, or in any communication (oral or written), certification, report, opinion, document or instrument of service provided under this Agreement. Engineer recognizes that opinions relating to environmental, geologic, and geotechnical conditions are based on limited data and that actual conditions may vary from those encountered at the times and locations where the data are obtained, despite the use of due professional care.

18. PARTIES BOUND BY AGREEMENT:

This Agreement shall be binding upon CITY, ENGINEER, and their successors in interest, legal representatives, executors, administrators and permitted assigns with respect to all covenants as set forth herein. ENGINEER shall not subcontract, assign, or transfer any of the work except as otherwise provided for in this agreement.

19. COMPLETE AGREEMENT OF PARTIES:

This Agreement, including attachments incorporated herein by reference, represents the entire Agreement and understanding between the parties. Any modifications of 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.

20. ASSIGNMENT WITH APPROVAL:

It is understood that neither party shall assign, sublet, subcontract or transfer its rights or obligation under this Agreement without the prior express, written consent of the other party.

21. INDEPENDENT CONTRACTOR:

In performance of the work, duties and obligations assumed by ENGINEER under this Agreement, it is mutually understood and agreed that ENGINEER, including any and all of ENGINEER'S officers, agents and employees will, at all times, be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant,, employee, joint venture, fiduciary, partner or associate of CITY. Furthermore, CITY shall have no right to control or supervise or direct the manner or method by which ENGINEER shall perform its work and function. However, CITY shall retain the right to administer this Agreement so as to verify that ENGINEER is performing its obligations in accordance with the terms and conditions hereof. ENGINEER and CITY shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over the subject matter hereof.

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

22. CONFLICT OF INTEREST

The ENGINEER shall disclose any financial, business, or other relationship with CITY that may have an impact upon the outcome of the Agreement, or any ensuing CITY construction project. The ENGINEER shall also list current clients who may have a financial interest in the outcome of the Agreement, or ensuing CITY construction project. The ENGINEER hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.

The ENGINEER hereby certifies that neither the ENGINEER, its employees, nor any firm affiliated with the ENGINEER providing services on this Project, prepared the Plans, Specification, and Estimates for any construction contract included within the Agreement. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise. The

ENGINEER further certifies that neither the ENGINEER, nor any firm affiliated with the ENGINEER, will bid on any construction subcontracts included within the construction contract. Additional, ENGINEER certifies that no person working under this Agreement is also employed by the construction contractor for any project included within this Agreement.

23. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

The ENGINEER warrants that this Agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any CITY employee. For breach or violation of this warranty, CITY shall have the right in its discretion; to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

24. GOVERNING LAW:

Any controversy or claim arising out of, or relating to, this Agreement which cannot be amicably settled without court action shall be litigated either in the appropriate State court for Madera County, California, or as appropriate in the U. S. District Court for the Eastern District of California, located in Fresno County. The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the State of California.

25. AMENDMENTS:

Any changes to this Agreement requested either by CITY or ENGINEER may only be affected if mutually agreed upon in writing by duly authorized representatives of the parties hereto. This Agreement shall not be modified or amended or any rights of a party to it waived except by such in writing.

26. COMPLIANCE WITH LAWS AND WAGE RATES:

Consistent with the professional standard of care, ENGINEER shall comply with all Federal, State, and local laws, ordinances, regulations and provisions applicable in the performance of ENGINEER'S services. ENGINEER may use professional practices and standards regarding the interpretation of these laws.

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

compliance with prevailing wage rates and their payment in accordance with California Labor Code, Section 1775.

Per DIR registration requirements the Consultant must pay prevailing wages for testing personnel.

27. DISADVANTAGE BUSINESS ENTERPRISE PROGRAM:

Federally funded projects adhere to the Disadvantage Business Enterprise (DBE) Program requirements. The ENGINEER shall attempt to meet the Federal DBE project goal. If the goal cannot be met the ENGINEER shall follow Federal DBE good faith effort requirements under the Division of Procurement and Contracts.

28. ENGINEER'S LEGAL AUTHORITY:

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

29. NOTICES:

Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either party to this Agreement by the other party shall be in writing, and shall be deemed duly served and given when personally delivered to the party to whom it is directed or any managing employee or that party or, in lieu or personal service, when deposited in the United States mail, first class postage prepaid, addressed as follows:

CITY
Engineering Division

205 W. 4th Street

Madera, CA 93637

Attention: Keith B. Helmuth, P.E.

City Engineer

ENGINEER

Kleinfelder, Inc.

121 Heron Way, Suite D

Merced, CA 95341

Michael R. Beltran, PE

Principal Professional

30. COVENANT AGAINST CONTINGENT FEES

The ENGINEER warrants that they have not employed or retained any company or person, other than a bona fide employee working for the ENGINEER; to solicit or secure this agreement; and that they have not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award, or formation of this agreement. For breach or violation of this warranty, CITY shall have the right to annul this agreement without liability, or at its discretion; to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

31. PROHIBITION OF EXPENDING CITY, STATE OR FEDERAL FUNDS FOR LOBBYING

The ENGINEER certifies to the best of his or hers knowledge and belief that:

1. No city, state or federal appropriated funds have been paid, or will be paid by-or-on behalf of the ENGINEER to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the entering into of any cooperative agreement, and the extension, contribution, renewal, amendment, or modification of any state or federal contract, grant, loan or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; the ENGINEER shall complete and submit Standard Form-LL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. The ENGINEER also agrees by signing this document that he or

she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly.

32. CERTIFICATIONS

The Exhibits and Certifications listed on the ATTACHMENTS page, incorporated herein and attached hereto, are a part of this agreement.

33. NO THIRD PARTY BENEFICIARIES

The parties do not intend to create, and nothing in this Agreement shall be construed to create, any benefit or right in any third party, nor is this Agreement or the services provided hereunder intended to create any special relationship or fiduciary duty to third parties.

34. SOLE AGREEMENT:

This instrument constitutes the sole and only agreement between ENGINEER and CITY respecting the Project and correctly sets the obligations of the ENGINEER and CITY to each other as of this date. Any agreements or representations respecting the above project, not expressly set forth in this instrument are null and void.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

* * * * *

CITY OF MADERA

ENGINEER

By: _____
Andrew J. Medellin, Mayor

By: _____

APPROVED AS TO FORM:

Taxpayer I.D. Number

By: _____
Brent Richardson, City Attorney

DIR Registration number

ATTEST:

By: _____
Sonia Alvarez, City Clerk

ATTACHMENTS

EXHIBIT A FEE SCHEDULE

EXHIBIT B ONDEMAND MATERIALS TESTING SERVICES

**KLEINFELDER
SOUTH VALLEY FEE SCHEDULE
GEOTECHNICAL AND MATERIALS
TESTING SERVICES**

**2018 STAFF RATES
PREVAILING WAGE**

Senior Principal Professional.....	\$ 245 / hour
Principal Professional.....	\$ 225 / hour
Senior Professional.....	\$ 210 / hour
Project Professional.....	\$ 170 / hour
Staff Professional II.....	\$ 155 / hour
Staff Professional I.....	\$ 145 / hour
Project Manager.....	\$ 175 / hour
Draftsman/CADD Operator.....	\$ 105 / hour
Technician for Onsite Masonry, Shotcrete & NDT Welding.....	\$ 127 / hour
Technician for Onsite Welding (Non NDT).....	\$ 125 / hour
Technician for Onsite Soils and Asphalt.....	\$ 117 / hour
Technician for Concrete Flatness Testing (Includes Equipment).....	\$ 175 / hour
Technician for Other Onsite Services (Concrete, Bolts, Epoxy, etc.).....	\$ 113 / hour
Technician for Offsite NDT Welding.....	\$ 108 / hour
Technician for Offsite Welding (Non NDT)	\$ 100 / hour
Technician for Other Offsite Services and Travel (Non-prevailing Wage)	\$ 95 / hour
Administrative	\$ 82 / hour

EXHIBIT A

KLEINFELDER 2017 FEE SCHEDULE FOR GEOTECHNICAL / MATERIALS TESTING SERVICES

SOIL TESTS

SOIL DENSITY TESTS

<u>Test</u>	<u>Invoice Name</u>	<u>Test Method[†]</u>	<u>Price</u>
Standard Proctor, 4" Mold	STANDARD PROCTOR, 4"	D698, T99	\$230.00 each
Standard Proctor, 6" Mold	STANDARD PROCTOR, 6"	D698, T99	\$255.00 each
Modified Proctor, 4" Mold	MODIFIED PROCTOR, 4"	D1557, T180	\$235.00 each
Modified Proctor, 6" Mold	MODIFIED PROCTOR, 6"	D1557, T180	\$265.00 each
Proctor Check Point	PROCTOR CHECK POINT	T272	\$150.00 each
Proctor Oversize Correction	PROCTOR CORR OVRSZ	D4718	\$86.00 each
Treated Soil Proctor	TREATED SOIL PROCTOR	D558	\$310.00 each
California Impact, CTM 216, Dry Method	CTM 216, DRY	CTM216	\$235.00 each
California Impact, CTM 216, Wet Method	CTM 216, WET	CTM216	\$205.00 each

SOIL CLASSIFICATION AND INDEX TESTS

<u>Test</u>	<u>Invoice Name</u>	<u>Test Method[†]</u>	<u>Price</u>
Visual Classification	CLASSIFICATN, VISUAL	D2488	\$12.00 each
Sieve Analysis, % Finer than 200 Sieve	SIEVE ANALYSIS, -200	C117, D1140	\$95.00 each
Sieve Analysis, Fine	SIEVE ANALYSIS, F	C136, D422, D6913	\$135.00 each
Sieve Analysis, Coarse	SIEVE ANALYSIS, C	C136, D422, D6913	\$95.00 each
Sieve Analysis, Coarse and Fine	SIEVE ANALYSIS, C&F	C136, D422, D6913	\$165.00 each
Hydrometer Analysis	HYDROMETER ANALYSIS	D422	\$180.00 each
Water Content	WATER CONTENT	D2216, D4643	\$30.00 each
Water Content and Dry Unit Weight	WATER/DENSITY, SOIL	D2216, D2937, D7263	\$58.00 each
Atterberg Limits, Multiple Point	ATTERBERG, MULTI PT.	D4318-Method A	\$180.00 each
Atterberg Limits, Liquid Limit Only	LIQUID LIMIT ONLY	D4318	\$120.00 each
Soil Specific Gravity	SOIL SPEC. GRAV.	D854	\$155.00 each
Soil Organic Content	SOIL ORGANIC CONTENT	D2974-Method C	\$115.00 each
Soil pH	SOIL PH	D4972, G51	\$60.00 each
Soil Resistivity	SOIL RESISTIVITY	G187	\$175.00 each

SOIL BEARING PRESSURE TESTS

<u>Test</u>	<u>Invoice Name</u>	<u>Test Method[†]</u>	<u>Price</u>
California Bearing Ratio, Single Point *	CBR, 1 POINT	D1883	\$385.00 each
California Bearing Ratio, 3 Points *	CBR, 3 POINTS	D1883	\$650.00 each
Resistance R-Value	R-VALUE	D2844	\$325.00 each
Resistance R-Value of Treated Material	R-VALUE, TREATED	D2844	\$380.00 each
Rock Correction for R-Value	R-VALUE, ROCK CORR.	D2844	\$90.00 each
CTM 373, 1 Lime Content, w/o Opt. Moist.	CTM 373, CHECK POINT	CTM373	\$180.00 each
CTM 373, 1 Lime Content	CTM 373, 1 LIME %	CTM373	\$385.00 each

*Note: Does not include Proctor Values

[†]Examples of common test methods. Other methods may exist.

KLEINFELDER 2017 FEE SCHEDULE FOR GEOTECHNICAL / MATERIALS TESTING SERVICES

SOIL TESTS (continued)

SOIL STRENGTH AND PERMEABILITY TESTS

<u>Test</u>	<u>Invoice Name</u>	<u>Test Method[†]</u>	<u>Price</u>
Unconfined Compressive Strength	UNCONFINED COMP STR.	D2166	\$150.00 each
Direct Shear, 1 Point	DIRECT SHEAR, 1 PT.	D3080	\$135.00 each
Consolidation without Time Rate Plots	CONSOL. W/O TR	D2435	\$365.00 each
Consolidation with 2 Time Rate Plots	CONSOL. W/2 TR	D2435	\$460.00 each
Expansion Index	EXPANSION INDEX	D4829	\$190.00 each
Permeability, Flexible Wall	PERMEABILITY, FLEX	D5084-Method C	\$385.00 each
Triaxial Shear, UU, 1 Point	TRIAx, UU, 1 POINT	D2850	\$220.00 each

AGGREGATE TESTS

<u>Test</u>	<u>Invoice Name</u>	<u>Test Method[†]</u>	<u>Price</u>
Clay Lumps and Friable Particles, per sz *	AG CLAY LUMP/FRIABLE	C142	\$110.00 each
Cleanness Value	AG CLEANNESs VALUE	CTM227	\$165.00 each
Coarse Durability	AG COARSE DURABILITY	D3744	\$175.00 each
Fine Durability	AG FINE DURABILITY	D3744	\$140.00 each
Coarse Specific Gravity & Absorption	AG COARSE SPG/ABSORP	C127	\$67.00 each
Fine Specific Gravity & Absorption	AG FINE SPG/ABSORP	C128	\$110.00 each
Flat and Elongated Particles, per size *	AG FLAT&ELONG/SIZE	D4791	\$83.00 each
Fractured Faces, per size *	AG FRACT. FACES/SIZE	D5821	\$165.00 each
Lightweight Pieces **	AG LIGHTWT. PIECES	C123	\$360.00 each
Los Angeles Abrasion, Large Aggregate	AG LA ABRASION, LG	C535	\$220.00 each
Los Angeles Abrasion, Small Aggregate	AG LA ABRASION, SM	C131	\$190.00 each
Organic Impurities	AG ORGANIC IMPURITIES	C40	\$67.00 each
Sand Equivalent, 3 points	AG SAND EQUIV., 3PT.	D2419	\$125.00 each
Soundness of Aggregate, per size *	AG SULFATE SOUND/SZ.	C88	\$155.00 each
Unit Weight	AG UNIT WEIGHT	C29	\$67.00 each

***Note:** Tests are billed by each size fraction tested. The quantity of fractions tested is dependent on the sample gradation and specific test method.

****Note:** Tests are billed by each size fraction tested, and the specific gravity of the test solution used (2.0 and/or 2.4). The quantity of fractions tested is dependent on the sample gradation.

CONCRETE TESTS

<u>Test</u>	<u>Invoice Name</u>	<u>Test Method[†]</u>	<u>Price</u>
Compression	CONCRETE COMP. – 4"	C39	\$33.00 each
Compression	CONCRETE COMP. – 6"	C39	\$40.00 each
Core Compression	CONCRETE CORE COMP.	C42	\$75.00 each
Cylinder Unit Weight	CONC. CYL. UNIT WT.	C567	\$110.00 each
Drying Shrinkage, set of 3	CONC. DRY SHRINKAGE	C157	\$475.00 each
Flexural Strength	CONC. FLEX STRENGTH	C78	\$120.00 each
Splitting Tensile Strength	CONC. SPLIT. TENSILE	C496	\$90.00 each
Concrete Core Thickness	CONC. CORE THICKNESS	C174	\$12.00 each
Laboratory Trial Batch	CONCRETE TRIAL BATCH	C192	\$1,150.00 each
Cylinder Molds			\$7.00 each

[†]Examples of common test methods. Other methods may exist.

KLEINFELDER 2017 FEE SCHEDULE FOR GEOTECHNICAL / MATERIALS TESTING SERVICES

MASONRY TESTS

<u>Test</u>	<u>Invoice Name</u>	<u>Test Method†</u>	<u>Price</u>
Grout Compression	GROUT COMPRESSION	C1019	\$33.00 each
Mortar Compression	MORTAR COMPRESSION	C942	\$33.00 each
Core Shear	MASONRY CORE SHEAR	CA DSA	\$56.00 each
Prism Compression	MASONRY PRISM COMP.	C1314	\$120.00 each
CMU Absorption and Received Moisture	CMU ABSORP/MOIST.	C140	\$90.00 each
CMU Compression	CMU COMPRESSION	C140	\$110.00 each
CMU Dimension Verification	CMU DIMENSION VERIF.	C140	\$28.00 each
CMU Lineal Shrinkage	CMU LINEAL SHRINKAGE	C426	\$190.00 each
Breaking Load, Roof Tile		UBC 15-5	\$50.00 each
Grout or Mortar Mold			\$4.00 each

ASPHALT TESTS

MIX PROPERTY TESTS

<u>Test</u>	<u>Invoice Name</u>	<u>Test Method†</u>	<u>Price</u>
Gradation of Extracted Aggregate	AC AGGREGATE GRADATION	D5444	\$110.00 each
Core Thickness	AC CORE THICKNESS	D3549	\$12.00 each
AC Content by Extraction	AC EXTRACTION	D2172	\$220.00 each
Hveem Stability	AC HVEEM STABILITY	D1560	\$170.00 each
AC Content by Ignition Oven	AC IGNITION OVEN	D6307, T308	\$155.00 each
Ignition Oven Calibration	AC IGNT. OVEN CALIB.	D6307	\$325.00 each
Moisture Content	AC MOISTURE CONTENT		\$56.00 each
AC Content by Nuclear Gauge	AC NUC. CONT. GAUGE	D4125	\$220.00 each
Marshall Stability and Flow	AC STABILITY & FLOW	D6927	\$420.00 each
Core Unit Weight & Thickness	AC CORE WT./THICK.	D1188, D2726	\$56.00 each

DESIGN AND DENSITY TESTS

<u>Test</u>	<u>Invoice Name</u>	<u>Test Method†</u>	<u>Price</u>
Unit Weight, Hveem Method	AC UNIT WT., HVEEM	D1561	\$315.00 each
Unit Weight, Marshall Method	AC UNIT WT., MARSH.	D6926	\$330.00 each
Maximum Theoretical Specific Gravity	AC MAX THEO. SPG	D2041	\$165.00 each
Mix Design, Hveem Method	HVEEM MIX DESIGN		\$5,800.00 each
Mix Design, Marshall Method	MARSHALL MIX DESIGN		\$3,300.00 each

Note: A 25 percent surcharge will be applied to each rubberized asphalt test.

†Examples of common test methods. Other methods may exist.

KLEINFELDER 2017 FEE SCHEDULE FOR GEOTECHNICAL / MATERIALS TESTING SERVICES

METAL TESTS

BOLT TESTS

<u>Test</u>	<u>Invoice Name</u>	<u>Test Method[†]</u>	<u>Price</u>
Bolt Assembly Suite (Bolt, Nut, Washer) *	BOLT ASSEMBLY SUITE	F606	\$230.00 each
Bolt Hardness	BOLT HARDNESS	E18	\$28.00 each
Bolt Proof Load	BOLT PROOF LOAD	F606	\$56.00 each
Bolt Wedge Tensile	BOLT WEDGE TENSILE	F606	\$56.00 each
Nut Hardness	NUT HARDNESS	E18	\$28.00 each
Nut Proof Load	NUT PROOF LOAD	F606	\$66.00 each
Washer Hardness	WASHER HARDNESS	E18	\$28.00 each

***Note:** An 'assembly' is one bolt, one nut and one washer. The suite consists of a bolt wedge tensile test, bolt and nut proof load tests, and hardness tests on all three pieces.

STRUCTURAL METAL TESTS

<u>Test</u>	<u>Invoice Name</u>	<u>Test Method[†]</u>	<u>Price</u>
Bend	METAL, BEND	A370	\$45.00 each
Rebar Coupler Slippage	METAL, COUPLER SLIP	A370	\$145.00 each
Rebar Coupler Tensile	METAL, COUPLER TENS.	A370	\$88.00 each
PT Strand Tensile	METAL, PT TENSILE	A370	\$160.00 each
Spliced Specimen Tensile	METAL, SPLICE TENS.	A370	\$88.00 each
Tensile <2.0 Sq. In. Cross-Sect.	METAL, TENSILE <2"	A370	\$98.00 each
Tensile ≥2.0 Sq. In. Cross-Sect.	METAL, TENSILE >2"	A370	\$155.00 each
Rockwell Hardness	ROCKWELL HARDNESS	E18	\$55.00 each

***Note:** Price does not include cost of machining test specimens. Price is for testing at 40 F; other test temperatures will result in additional fees.

SAMPLE PREPARATION AND MISCELLANEOUS TESTS

SAMPLE PREPARATION

<u>Test</u>	<u>Invoice Name</u>	<u>Test Method[†]</u>	<u>Price</u>
Rock Sample Preparation	ROCK SAMPLE PREP.		\$88.00 each
Sample Crushing	SAMPLE CRUSHING		\$110.00 each
Sample Cutting and Trimming	SAMPLE CUT & TRIM		\$62.00 each
Sample Mixing and Processing	SAMPLE MIX&PROCESS		\$35.00 each
Sample Preparation	SAMPLE PREPARATION		\$28.00 each
Sample Preparation, per hour	SAMPLE PREP./HR.		\$100.00 hour
Sample Remolding	SAMPLE REMOLDING		\$85.00 each
Contamination Fee	CONTAMINATION FEE		\$275.00 each
Sample Disposal Fee	SAMPLE DISPOSAL FEE		\$18.00 each

[†]Examples of common test methods. Other methods may exist.

**KLEINFELDER 2017 FEE SCHEDULE FOR
GEOTECHNICAL / MATERIALS TESTING SERVICES**

SAMPLE PREPARATION AND MISCELLANEOUS TESTS (continued)

MISCELLANEOUS TESTS

<u>Test</u>	<u>Invoice Name</u>	<u>Test Method[†]</u>	<u>Price</u>
Fireproofing Density	FIREPROOFING DENSITY	E605	\$56.00 each
Hydraulic Ram Calibration	HYDRAULIC RAM CALIB.		\$220.00 each
Non-Masonry Grout Compression	NON-MAS. GROUT COMP.	C579	\$35.00 each
Pocket Penetration Value	POCKET PENETRATION		\$12.00 each
Roof Tile Absorption	ROOF TILE ABSORPTION		\$110.00 each
Roofing, Unit Weight of Surfacing	ROOF UNIT WT. SURF.	D2829	\$110.00 each

OTHER EQUIPMENT CHARGES

MATERIALS TESTING EQUIPMENT

<u>Equipment</u>	<u>Invoice Name</u>	<u>Test Method[†]</u>	<u>Price</u>
Anchor Bolt Testing Device	ANCHOR BOLT TST/DAY		\$170.00 / day
Asphalt Sampling Box	ASPHLT SAMPLE BOXES		\$2.00 each
Brinell Hardness Tester	BRINELL HARDNESS/DAY	E10	\$30.00 / day
Concrete Rebound (Schmidt) Hammer	SCHMIDT HAMMER/DAY	C805	\$70.00 / day
Concrete Vapor Emission Test Kit	MOIST FLOOR/SLAB TST	F1869	\$32.00 / kit
Coring Machine	CORING MACHINE /DAY		\$105.00 / day
Coring Machine with Generator	CORING MCH W/GEN DAY		\$195.00 / day
Cylinder Mold	CYLINDER MOLDS		\$7.00 each
Diamond Bit Core Barrel Charge			
2" Diameter	CORING, 2" DIAM./IN		\$4.00 / inch
3" Diameter	CORING, 3" DIAM./IN		\$5.00 / inch
4" Diameter	CORING, 4" DIAM./IN		\$6.00 / inch
6" Diameter	CORING, 6" DIAM./IN		\$8.00 / inch
Digital Thickness Gauge	THICKNESS GAUGE /DAY		\$60.00 / day
FerroScan Equipment	FERROSCAN EQUIPMENT		\$310.00 / day
Floor Flatness Testing Device (Per Sq Ft)	FLOOR FLATNESS /SF	E1155	\$0.17 / sq ft
Floor Flatness Testing Device (Per Test)	FLOOR FLATNESS TST	E1155	\$185.00 / day
Hand Auger and Soil Sampler	HAND AUGER/DAY		\$85.00 / day
Magnetic Particle Testing Device	MAGNETIC PARTICLE	ASNT, AWS B1.1	\$55.00 / day
Nuclear Asphalt Content Gauge	NUC ASPHLT CON GAUGE		\$125.00 / day
Nuclear Soil Density/Moisture Gauge	NUCLEAR DENS GAUGE	D6938	\$90.00 / day
Nuclear Soil Density/Moisture Gauge	NUCLEAR DENSOMTR/TST	D6938	\$7.00 / test
Thin-Lift Nuclear Asphalt Density Gauge	THIN LFT ASPHT GG/DY		\$125.00 / day
Rebar Locator	REBAR LOCATOR/DAY		\$90.00 / day
Skidmore Bolt Tension Calibrator	SKID WILH BOLT/DAY	A325, A490	\$85.00 / day
Torque Wrench, up to 1,000 foot-pounds	TORQUE WRENCH/DAY	A325, A490	\$60.00 / day
Ultrasonic Testing Device	UT TESTING EQUIP/DAY	ASNT, AWS B1.1	\$95.00 / day

[†]Examples of common test methods. Other methods may exist.

KLEINFELDER 2017 FEE SCHEDULE FOR GEOTECHNICAL / MATERIALS TESTING SERVICES

OTHER EQUIPMENT CHARGES (continued)

VEHICLES

Description

Mileage, 2 Wheel Drive (Per Mile)
Mileage, 4 Wheel Drive (Per Mile)
Vehicle, 2 Wheel Drive (Per Hour)
Vehicle, 4 Wheel Drive (Per Hour)
Vehicle w/Std Testing Equip (Per Hour)
Vehicle w/Nuclear Dens Equip (Per Hour)
Vehicle w/ Ultrasonic, Magnetic Particle Equip (Per Hour)

VEHICLES

MILEAGE, 2 WH/MILE
MILEAGE, 4 WH/MILE
VEHICLE, 2 WHEEL/HR
VEHICLE, 4 WHEEL/HR
VEH W/STD EQUIP/HR
VEH W/ND EQUIP/HR
VEH W/UT EQUIP/HR

VEHICLES

\$0.80 / mile
\$1.60 / mile
\$10.00 / hour
\$20.00 / hour
\$20.00 / hour
\$25.00 / hour
\$25.00 / hour

OFFICE EQUIPMENT

Description

Microcomputer & Support Hardware (Per Hour)
Personal Computer with Basic Software (Per Hour)
Reproduction (Per Page)
Telephone (Per Minute)
Facsimile Copies (Per Page)
Report Surcharge (Per Copy)
Bond Cost for CADD (Per Square Foot)
Mylar Cost for CADD (Per Square Foot)
Press Bond for CADD (Per Square Foot)
Vellum Cost for CADD (Per Square Foot)
CADD Workstation (Per Hour)

Invoice Name

MICROCOMPUTER / HR.
PERSONAL COMPUTER/HR
REPRODUCTION/PAGE
TELEPHONE, PER MIN.
FAXES (PER PAGE)
REPORT (PER COPY)
CADD – BOND
CADD – MYLAR
CADD – PRESS BOND
CADD – VELLUM
CADD WORKSTATION /HR

Price

\$30.00 / hour
\$25.00 / hour
\$0.65 / page
\$0.65 / min
\$3.00 / page
\$44.00 / each
\$0.60 / sq ft
\$3.50 / sq ft
\$1.15 / sq ft
\$1.75 / sq ft
\$15.75 / hour

EXHIBIT B



January 25, 2018
Proposal No. LOCALMKT

Mr. Victor Aldama, Assistant Engineer
City of Madera
205 W. Forth Street
Madera, CA 93637

Via Email: valdama@cityofmader.com

**SUBJECT: Proposal for Construction Materials Testing
and Special Inspection Services (CoMET)**

**PROJECT: Water Main Installation
City Project No. W16-03
Various Sites
Madera, California**

Mr. Aldama:

Kleinfelder is pleased to present this proposal to provide construction materials testing and special inspection (CoMET) services for the water main installation project located at various sites in Madera, California.

PROJECT UNDERSTANDING

Kleinfelder's proposed scope of services is based on the email prepared by you dated January 18, 2018, and our experience with similar projects. It is understood that the proposed project will involve the installation of water main at various locations in Madera, California. There are seven (7) sites that are within the roadway and it is assumed there are seven (7) sites that are not contained in the roadway. If the understanding of the project is different, Kleinfelder can revise this proposal as needed.

SCOPE OF SERVICES

Kleinfelder's project manager assigned to this project is Mr. Michael Beltran, PE, who will oversee services for this project supported by technicians and staff to complete the scope of services described in this proposal.

A description of the proposed scope of services and a budget estimate of services is presented in the following task summaries. A detailed breakdown of the estimated labor hours and costs for the project are included in Table 1.



Task 1 – Soils Observation and Laboratory Tests

Kleinfelder will provide a technician for observation and testing during construction activities related to trench backfill. These services will include in-situ density testing by nuclear methods when applicable. Recommendations provided in the project specifications will be utilized as the requirements for this part of the work. Any engineered fill and/or backfill material will need to be observed for appropriate moisture content, oversized material, and debris. Compaction testing will generally be performed as required by the project specifications. Kleinfelder personnel will sample the engineered fill and backfill materials and transport them to the Merced laboratory for evaluation of the following:

- Maximum Density/Optimum Moisture Contents

It should be noted that the City has requested that Kleinfelder test the soils for compaction only in the 1st and last lift of trench backfill. There is a risk that material between these lifts that are not tested may not have proper compaction and trench settlement could occur. Kleinfelder assumes no risk if trench settlement occurs.

Task 2 – Project Management and Reports

Project management is an ongoing activity throughout the life of the project to facilitate project execution, communication, health and safety and staff coordination. Interaction between staff and project managers, and between the project manager and the general contractor, are essential to communicate site developments and respond accordingly. In addition, ongoing dispatch scheduling for field inspections also involves administrative and other personnel who assist in preparing and distributing reports, scheduling and coordination of health and safety.

SCHEDULING

To schedule services, call Kathlien Red at (209) 384-7552 or email KRed@Kleinfelder.com a minimum of 24 hours before required testing.

ESTIMATED FEES

Kleinfelder's proposes our services be compensated on a time-and-expense basis. A detailed project estimate breakdown is included in Table 1.

TABLE 1

SOILS SERVICES				
Soils (Lab)	Tests		Rate	Total
Native Soils (ASTM D-1557 - A) (1 per site + 7 additional)	14		\$ 230.00	\$ 3,220.00
Aggregate Base (ASTM D-1557 C) (1 per roadway site)	7		\$ 255.00	\$ 1,785.00
Soils Field Observation and Testing	Visits	Hrs/Visit	Rate	Total
Trench Backfill (1 Visit per 250 Lineal Feet) Top and Bottom (Lift 7000 feet of Trench)	56	2	\$ 117.00	\$ 13,104.00
Aggregate Base Testing (Roadway only, 1 visit per site)	7	2	\$ 117.00	\$ 1,638.00

CONCRETE SERVICES				
Concrete	Tests		Rate	Total
ASSUME THERE IS NO CONCRETE				
REINFORCING STEEL				
Reinforcing Steel	Tests		Rate	Total
ASSUME THERE IS NO REINFORCING STEEL				
STEEL SERVICES				
Structural Steel				
ASSUME THERE IS NO STEEL				
TRAVEL and MILAGE				
	Visits	Miles/Visit/Hours	Rate	Total
Travel Time	63	1	\$ 95.00	\$ 5,985.00
63 Visits at 60 miles per round trip	63	60	\$ 0.545	\$ 2,060.10
ENGINEERING SERVICES				
		Hours	Rate	Total
Project Management, safety meetings, quality assurance		10	\$ 175.00	\$ 1,750.00
Administrative Support, reporting, and document production		5	\$ 82.00	\$ 410.00
TOTAL :			\$	29,952.10

Depending on construction schedules during the course of the project, and schedule efficiencies that develop over the course of the project, the fees could vary and be less or more than those shown in the attached breakdown. As a partner on the project team, Kleinfelder will strive to achieve cost efficiencies wherever possible and will closely communicate with project personnel on project status. Any services requested that are not currently anticipated and included in Table 1, will be charged in accordance with our current rates. The fees provided in Table 1 assume no show-up/stand-by time will be incurred.

In the event conditions arise which are beyond Kleinfelder's control, were unknown at the time this proposal was prepared, unanticipated based on the available information, or differ significantly from the assumptions outlined above, the scope and estimated fees may need to be revised in order to complete the project. Should this occur, you will be contacted for authorization before proceeding with additional work.

AUTHORIZATION

As with other City of Madera projects, it is assumed that the City will issue a contract with mutually agreeable terms

LIMITATIONS

Our work will be performed in a manner consistent with that level of care and skill ordinarily exercised by other members of Kleinfelder's profession practicing in the same locality, under similar conditions and at the date the services are provided. Our conclusions, opinions and recommendations will be based on a limited number of observations and data. It is possible that



conditions could vary between or beyond the data evaluated. Kleinfelder makes no guarantee or warranty, express or implied, regarding the services, communication (oral or written), report, opinion, or instrument of service provided.

Even with diligent monitoring, construction defects may occur. In all cases the contractor is solely responsible for the direction and quality of the work, adherence to plans and specifications, and repair of defects.

Kleinfelder appreciates the opportunity of providing assistance to you on this project. If you have questions or require additional information, please contact the undersigned at (209) 384-7552.

Respectfully submitted,
KLEINFELDER, INC.

Kathlien Red
Project Professional

Michael R. Beltran, PE
Project Manager



REPORT TO THE CITY COUNCIL

COUNCIL MEETING OF March 7, 2018

AGENDA ITEM NUMBER B-5

APPROVED BY

Julie Shultz
GRANT ADMINISTRATOR

Steve Frangola
INTERIM CITY ADMINISTRATOR

SUBJECT:

CONSIDERATION OF A RESOLUTION APPROVING A THREE-YEAR AGREEMENT FOR SERVICES WITH LAURIN ASSOCIATES, A DIVISION OF RANEY PLANNING AND MANAGEMENT, TO CONDUCT ANNUAL HOME LONG-TERM MONITORING FOR THE ARBORPOINT AND MADERA FAMILY APARTMENTS AND AUTHORIZING THE NECESSARY BUDGET ADJUSTMENTS

RECOMMENDATION:

Staff recommends Council adopt a resolution approving an agreement with Laurin Associates, a division of Raney Planning and Management, authorize the Mayor to execute the agreement on behalf of the City, and authorize the necessary budget adjustments.

DISCUSSION:

Pursuant to federal and state regulations, HOME-assisted rental projects with 26 or more total units must undergo an annual site-monitoring visit. (Source: HOME Guidelines 24 CFR 92.504(d)(1)) During the visits, monitoring is conducted to determine compliance, prevent/identify deficiencies and design corrective actions to improve or reinforce owner/managing agent performance. Since both the Arborpoint Apartments (64 units) and the Madera Family Apartments (39 units) received HOME grant assistance and exceed the unit threshold, these projects will require ongoing monitoring to satisfy the regulations.

Staff believes that an independent consultant would produce more satisfactory monitoring reports than the City could generate internally. The submission of accurate and timely reports would satisfy the controlling regulations and help preserve the City's eligibility for future HOME grants. Further, Staff negotiated a developer fee and identified other sources of HOME funds to pay for these monitoring expenses. As a result, Staff requested quotes from thirteen consultants for monitoring since it believes that specialists would provide reports more likely to satisfy the program and has identified sources of non-City funds to pay for such services. *(Please see Exhibit A to the Agreement: Scope of Work and Budget.)*

Two consultants responded to the request and submitted the following three-year quotes:

Consultant	Location	Quote
Laurin Associates, a division of Raney Planning and Management	Sacramento, CA	\$15,315 on a not to exceed agreement for years 2018, 2019 and 2020.
R.L. Hastings & Associates, LLC	Placerville, CA	\$17,500 on a not to exceed agreement for years 2018, 2019 and 2020.

Staff has reviewed the bids and qualifications of both consulting firms and believes that Laurin Associates has submitted the best overall proposal. They are the lowest and responsive bidder. As a result, Staff urges Council to adopt a resolution that approves a three-year agreement with them to provide monitoring services for the HOME-funded projects known as the Arborpoint Apartments and Madera Family Apartments, authorizes the Mayor to execute the agreement on behalf of the City, and approves the necessary budget adjustments. *(Please see the attached Long-Term Monitoring Agreement & Exhibit AA.)*

FINANCIAL IMPACT:

Awarding the three-year agreement to Laurin Associates for monitoring of the Arborpoint Apartments and Madera Family Apartments will not impact the General Fund because all expenses associated with this agreement will be provided through a combination of a developer fee and HOME Program Income funds.

VISION MADERA 2025 ACTION PLAN CONSISTENCY:

Long-term monitoring of these affordable rental projects supports Action 101.8 by promoting and encouraging the development and redevelopment of low- and moderate-cost housing.

RESOLUTION NO. 2018-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, APPROVING A THREE-YEAR AGREEMENT FOR SERVICES WITH
LAURIN ASSOCIATES, A DIVISION OF RANEY PLANNING AND MANAGEMENT,
TO CONDUCT ANNUAL HOME LONG-TERM MONITORING FOR THE
ARBORPOINT AND MADERA FAMILY APARTMENTS AND
AUTHORIZING NECESSARY BUDGET ADJUSTMENTS**

WHEREAS: The Arborpoint and Madera Family Apartments both require annual site monitoring visits to determine compliance, prevent/identify deficiencies and design corrective actions to improve or reinforce owner/managing agent performance; and

WHEREAS: Pursuant to HOME Guidelines 24 CFR 92.504(d)(1), HOME-assisted rental projects with 26 or more total units must undergo an annual site monitoring visit; and

WHEREAS: Staff circulated a Request for Quote to Conduct Annual Monitoring of Home-Assisted Rental Projects and received an acceptable quote from Laurin Associates, a division of Raney Planning and Management; and

WHEREAS: To conduct the Long-Term Monitoring, a budget adjustment within Funds 4380 and 1021 is required as specified in Exhibit AA.

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

1. The recitals listed above are true and correct.
2. The Agreement for Services with Laurin Associates, a Division of Raney Planning and Management, to Conduct Annual HOME Long-Term Monitoring, a copy of which is on file in the office of the City Clerk and referred to for particulars, is approved.
3. The Mayor of the City of Madera is authorized to execute the Agreement on behalf of the City.
4. The budget adjustments as shown in Exhibit AA are hereby approved and the Finance Director is authorized to take any steps necessary to effectuate the budget adjustments.
5. This resolution is effective immediately upon adoption.

EXHIBIT AA
CITY OF MADERA
Budget Adjustment

<u>FUND</u>	<u>ACCOUNT NUMBER</u>	<u>DESCRIPTION</u>	<u>DEBITS</u>	<u>CREDITS</u>
Revenue Accounts				
4380	43800000-4659	HOME - Project Grants U/A Refunds and Reimbursements		(6,403.84)
1021	10211300-4339	Grant Entitlement/Oversight - Interfund Charges - HOME		(8,911.16)
Expenditure Accounts				
4380	43800000-6440	Contracted Services	6,403.84	
1021	10211300-6440	Contracted Services	8,911.16	
Long-Term Monitoring Budget			<u>15,315.00</u>	<u>(15,315.00)</u>

To appropriate additional HOME funds for a consulting firm to provide monitoring services.

AGREEMENT BETWEEN THE CITY OF MADERA AND LAURIN ASSOCIATES, A
DIVISION OF RANEY PLANNING AND MANAGEMENT FOR PROFESSIONAL
CONSULTING SERVICES TO INCLUDE THE COMPLETION OF THE CITY OF
MADERA'S ARBORPOINT AND MADERA FAMILY APARTMENTS
ANNUAL HOME LONG-TERM MONITORING

This Agreement made and entered into this 8th day of March 2018, between the City of Madera, a municipal corporation of the State of California, hereinafter called "CITY," and, Laurin Associates hereinafter called "CONTRACTOR."

RECITALS:

WHEREAS, the CITY has been designated as the sponsoring agency to administer and implement the program for the Home Investments Partnership Program (HOME) activities of the CITY, and in accordance with the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and the laws of the State of California; and

WHEREAS, pursuant to federal and state regulations each rental project that has received HOME assistance must receive an annual site visit to determine compliance, prevent/identify deficiencies and design corrective actions to improve or reinforce owner/managing agent performance; and

WHEREAS, the CITY has determined that services of a qualified consulting firm are required to complete the PROJECT; and

WHEREAS, the City has determined that HOME Program Income and Madera Family Apartments' Long-Term Monitoring Fees will be used to fund completion of the PROJECT; and

WHEREAS, the CONTRACTOR has submitted a project proposal and budget to provide in-depth expertise to carry out the HOME Long-Term Monitoring consistent with the intent and purpose of the HOME Program; and

WHEREAS, the CONTRACTOR is dedicated to establishing a partnership with the community and to assist CITY in preparing its HOME Long-Term Monitoring.

NOW THEREFORE, the parties hereto agree as follows:

1. Services

The CONTRACTOR shall provide all services and responsibilities as set forth in the Scope of Work and Budget, which is attached to this Agreement, marked as Exhibit "A," and incorporated herein by reference.

2. Funding and Method of Payment

a. Compensation

Payments shall be made after receipt and verification of actual expenditures incurred by the CONTRACTOR in the performance of this Agreement and shall be documented to the CITY by the fifteenth (15th) day of the month following the end of the Project. Allowable expenditures under this Agreement are specifically established and attached hereto marked Exhibit "A" and incorporated herein by reference. The total obligation of the CITY under this Agreement shall not exceed a total expenditure of \$15,315, for three years (2018, 2019 and 2020) with annual prorated payments. Any compensation not consumed by expenditures of the CONTRACTOR by the expiration of this Agreement shall automatically revert to the CITY.

b. Public Information

The CONTRACTOR shall disclose its funding source in all public information.

c. Lobbying Activity

The CONTRACTOR shall not directly or indirectly use any of the funds provided under this Agreement for publicity, lobbying, or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States or the Legislature of the State of California.

d. Political Activity

The CONTRACTOR shall not directly or indirectly use any of the funds under this Agreement for any political activity or to further the election or defeat of any candidate for public office.

3. Fiscal Compliance

The CONTRACTOR shall be subject to the same fiscal regulations imposed on CITY by the California Department of Housing and Community Development HOME Program for the use of HOME funds.

4. Compliance with Laws

If the CONTRACTOR receives HOME and Madera Family Apartments' Long-Term Monitoring Fees funding under this Agreement, CONTRACTOR shall comply with all rules and regulations established pursuant to the Housing and Community Development Act of 1974 and

its amendments. The CONTRACTOR and any subcontractors shall comply with all applicable local, State and Federal regulations, including but not limited to those requirements listed in Exhibit "B" attached hereto and incorporated herein by reference.

5. Agreement Administrator

CITY shall retain the right to administer this Agreement to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions thereof. CONTRACTOR and CITY shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

6. Period of Performance

The CONTRACTOR shall commence performance under this Agreement upon receipt of a notice to proceed and shall end its performance on March 30, 2018, unless terminated sooner as provided for elsewhere in this Agreement. Agreement may be extended upon written approval of the CITY.

7. Time of Completion

a. The parties hereto agree to the schedule set forth in Exhibit "A", including the deadlines specified therein for submission of Final PROJECT documents to the California Department of Housing and Community Development.

b. CONTRACTOR shall not be held responsible for delays caused by CITY review, or by reasons beyond CONTRACTOR's control. CONTRACTOR shall not stop work on the PROJECT, including work in areas unrelated to any extra services request, unless it can be shown that the PROJECT work cannot proceed while a claim or request for extra services is being evaluated.

c. Time is of the essence in the completion of the services covered by this Agreement. Failure of CONTRACTOR to comply with the above time schedule by more than thirty (30) calendar days, unless the delay is not attributable to CONTRACTOR or is attributable to CITY, is sufficient cause to terminate this Agreement, at the option of CITY, in accordance with Paragraph 13.

8. Records

a. Record Establishment and Maintenance

CONTRACTOR shall establish and maintain records in accordance with those requirements prescribed by CITY, with respect to all matters covered by this Agreement. CONTRACTOR shall retain all fiscal books, account records, and client files for services performed under this Agreement for at least three (3) years from the date of the final payment under this Agreement or until all State and Federal audits are completed for that fiscal year, whichever is later. Pursuant to State and Federal law, it is the intent of the parties to this Agreement that the CONTRACTOR shall be reimbursed for actual costs incurred in the performance of this Agreement but that no profit is to accrue to the CONTRACTOR on account of such performance.

b. Reports/Required Notifications

The CONTRACTOR shall submit reimbursement claims with substantiating invoices. The CONTRACTOR shall also furnish to the CITY such statements, records, reports, data, and information as the CITY may request pertaining to matters covered by this Agreement. In the event that the CONTRACTOR fails to provide such reports, it shall be deemed sufficient cause for the CITY to withhold payment until there is compliance. In addition, the CONTRACTOR shall provide written notification and explanation to the CITY within five (5) days of any funds received from another source to conduct the same services covered by this Agreement.

CITY shall notify CONTRACTOR in writing within thirty (30) days of any potential State or Federal exception discovered during an examination. Where findings indicate that program requirements are not being met and State and Federal participation in this program may be imperiled in the event that corrections are not accomplished by CONTRACTOR within thirty (30) days, written notification shall constitute CITY's intent to terminate this Agreement.

CONTRACTOR shall report to CITY promptly and in written detail, each notice of claim of copyright infringement received by CONTRACTOR with respect to all subject data delivered under this Agreement. CONTRACTOR shall not affix any restrictive markings upon any data. If markings are affixed, CITY shall have the right at any time to modify, remove, obliterate, or ignore such markings.

c. HOME Reporting Requirements

The CITY will inform CONTRACTOR in writing if HOME funds are provided under this Agreement, which require CONTRACTOR to submit an application or to complete a record as an integral part of receiving these funds.

CONTRACTOR shall submit with each invoice copies of paid invoices/receipts, copies of cash receipts or checks used to pay each invoice submitted for reimbursement.

9. Assignment

CITY and CONTRACTOR may not assign, or transfer their obligation of this Agreement or any rights hereunder without the prior written consent of the other party.

10. Subcontracts

If the CONTRACTOR should propose to subcontract with one or more third parties to carry out a portion of those services described in Exhibit "A" insofar as it deems proper or efficient, any such subcontract shall be in writing and approved as to form and content by the

CITY prior to execution and implementation. Any such subcontract, together with all other activities performed, or caused by the CONTRACTOR, shall not allow compensation greater than the total project budget contained in Exhibit "A." An executed copy of any such subcontract shall be received by the CITY before any implementation and shall be retained by the CITY.

The CONTRACTOR shall be responsible to the CITY for the proper performance of any subcontract. Any subcontractor shall be subject to all of the same terms and conditions that the CONTRACTOR is subject to under this Agreement. No officer or director of the CONTRACTOR shall have any direct monetary interest in any subcontract made by the CONTRACTOR. A direct monetary interest contrary to this paragraph shall be deemed to exist, if an officer or director of the CONTRACTOR is also an owner, officer, or director of a corporation, association, or partnership subcontracting with the CONTRACTOR.

In addition, if the CONTRACTOR receives HOME funds under this Agreement, the subcontractor shall be subject to federal regulations and HOME state regulations, including those listed in Exhibit "B."

11. Conflict of Interest

No officer, employee, or agent of the CITY who exercises any function or responsibility for planning and carrying out of the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. The CONTRACTOR shall comply with all Federal, State and local conflict of interest laws, statutes, and regulations, which shall be applicable to all parties and beneficiaries under this Agreement and any officer, employee, or agent of the CITY.

12. Discrimination

a. Eligibility for Services

The CONTRACTOR shall prepare and make available to the CITY and to the public all eligibility requirements to participate in the program plan set forth in Exhibit "A." No person shall, on the grounds of race, color, national origin, sex, religion, age, or disability status, be excluded from participation in, and denied the benefits of, or be subjected to discrimination with respect to the services funded under this Agreement.

b. Employment Opportunity

The CONTRACTOR shall comply with the CITY policy, the HOME regulations, and the Equal Employment Commission guidelines, which forbids discrimination against any person on the grounds of race, color, national origin, sex, religion, age, familial status or disability status in employment practices. Such practices include retirement, recruitment advertising, hiring, layoff, termination, upgrading, demotion, transfer, rates of pay or other forms of compensation, use of facilities, and other terms and conditions of employment.

c. Suspension of Compensation

If an allegation of discrimination occurs, the CITY shall withhold all further funds until the CONTRACTOR can show by clear and convincing evidence to the satisfaction of the CITY that funds provided under this Agreement were not used in connection with the alleged discrimination.

d. Nepotism

Except by written consent of the CITY, no person shall be employed by the CONTRACTOR who is related by blood or marriage or who is a member of the Board of Directors or an officer of the CONTRACTOR. In the event HUD determines a HOME-funded

CONTRACTOR'S organization/agency operations violate federal rules and regulations with regard to nepotism and/or conducts business and a conflict of interest issue arises, then CONTRACTOR shall accept all responsibility to return any HOME funds received from CITY.

13. Termination

a. This Agreement may be immediately terminated by CITY for cause where in the determination of CITY, any of the following conditions exist: (1) an illegal or improper use of funds, (2) failure to comply with any terms of this Agreement, (3) a materially incorrect or incomplete report, (4) an improper performance of services.

b. Any one of or combination of the above conditions will constitute grounds for suspension or termination of the Agreement. In no event shall any payment by the CITY hereunder constitute a waiver by the CITY of any breach of this Agreement or any default which may then exist on the part of the CONTRACTOR, nor shall such payment impair or prejudice any remedy available to the CITY with respect to the breach of default. When there is a breach of this Agreement, as defined by this section, the CITY may, in its sole discretion, immediately suspend or terminate this Agreement.

c. CITY shall have the option to terminate this Agreement without obligation of CITY to reimburse CONTRACTOR from the date the Federal or State Government withholds or fails to disburse funds to CITY, in the event such government withholds or fails to disburse funds, CITY shall give CONTRACTOR notice of such funding limitation or termination within a reasonable time after CITY receives notices of same.

d. Upon thirty (30) days written notice to the other party, either party may terminate this Agreement without cause. Notice shall be deemed served upon mailing.

14. Amendments

Adjustment of any line item within the total approved budget contained in Exhibit "A" or changes in the nature or scope of the program plan set forth in Exhibit "A" may be approved in writing by the City Administrator, or his designee.

15. Administration

This Agreement shall be administered by the City of Madera Grant Administration Department.

16. Evaluation

The CITY shall monitor and evaluate the performance of the CONTRACTOR under this Agreement to determine to the best possible degree the success or failure of the services provided under this Agreement and the adequacy of the program plan contained in Exhibit "A." The CONTRACTOR shall participate in evaluation of the program.

CONTRACTOR shall cooperate fully with CITY, State and Federal agencies, which shall have the right to monitor and audit all work performed under this Agreement.

17. Audits and Inspections Access

CONTRACTOR shall, upon reasonable notice and at any time during regular business hours, and as often as CITY may deem necessary, make available to CITY or its authorized representative for examination all of its records and data with respect to matters covered by this Agreement. CONTRACTOR shall permit CITY to audit and inspect all invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to matters covered by this Agreement.

18. Governing Law

Any controversy or claim arising out of or relating to this Agreement which cannot be amicably settled without court action shall be litigated only in the County of Madera, California. The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the State of California.

19. Reversion of Assets

The CONTRACTOR must obtain prior written approval from the CITY whenever there is any modification or change in the use of any property acquired or improved, in whole or in part, using HOME funds. If any real or personal property acquired or improved with HOME funds is sold and/or is utilized by the CONTRACTOR for a use which does not qualify under the HOME program, the CONTRACTOR shall reimburse the CITY in an amount equal to the current fair market value of the property, less any portion thereof attributable to expenditures of non-HOME funds. These requirements shall continue in effect for the life of the property. In the event the HOME program is closed-out, the requirements of this Section shall remain in effect for activities or property funded with HOME funds, unless action is taken by the Federal government to relieve the CITY of these obligations.

20. Breach of Agreement

In the event the CONTRACTOR fails to comply with any of the terms of this Agreement, the CITY may, at its option, deem the CONTRACTOR's failure as a material breach of this Agreement and utilize any of the remedies set forth in 24 CFR 85.43 or that it deems appropriate. Should the CITY deem a breach of this Agreement material, the CITY shall immediately be relieved of its obligations to make further payment as provided herein. In addition to the Agreement being terminated by the CITY in accord with a material breach of this Agreement by the CONTRACTOR, this Agreement may also be terminated for convenience by the CITY in accord with 24 CFR 85.44.

21. No Third-Party Beneficiaries

This Agreement is not intended to create and does not create any rights in or benefits to any third party, nor will it be deemed to confer rights or remedies upon any person or legal entity not a party to this Agreement.

22. Indemnification

IN THE EVENT HUD OR HCD DETERMINES A HOME-FUNDED CONTRACTOR HAS VIOLATED FEDERAL RULES AND REGULATIONS AND HUD OR HCD REQUIRES REPAYMENT OF HOME FUNDS, THEN CONTRACTOR SHALL REPAY ANY HOME FUNDS WITHIN 90 DAYS OF A WRITTEN REQUEST FROM CITY.

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

23. Entire Agreement

This Agreement constitutes the entire agreement between CONTRACTOR and CITY with respect to the subject matter hereof and supersedes all previous negotiations, proposals,

commitments, writings, advertisements, publications and understandings of any nature whatsoever unless expressly included in this Agreement.

24. Insurance Requirements for Consultants

CONTRACTOR shall procure and maintain for the duration of the Agreement 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 the CONTRACTOR, his/her agents, representatives, or employees.

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

Minimum Scope and Limits of Insurance

Consultant shall maintain limits no less than:

- **\$2,000,000 General Liability** (including operations, products and completed operations) per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO form CG 20 10 that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **\$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, it's 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 Agreement, 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.

25. Compliance with Law

CONTRACTOR shall comply with all Federal, State, and local laws, ordinances, regulations and provisions applicable in the performance of CONTRACTOR'S services.

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

26. Contractor's Legal Authority

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective officers thereunto duly authorized on the date first written above.

CITY OF MADERA:

**LAURIN ASSOCIATES, A DIVISION
OF RANEY PLANNING AND
MANAGEMENT**

By: _____
Andrew J. Medellin, Mayor

By: _____
Cindy Gnos, Vice President

Date: _____ Date: _____

ATTEST:

APPROVED AS TO LEGAL FORM:

By: _____
Sonia Alvarez, City Clerk

By: _____
Brent Richardson, City Attorney

Date: _____ Date: _____

Exhibit A
SCOPE OF WORK AND BUDGET

Arborpoint Apartments Madera Family Apartments

Submitted to:

Jorge Antonio Rojas
Program Manager
City of Madera
jrojas@cityofmadera.com

Submitted by:



LAURIN ASSOCIATES

a division of



1501 Sports Drive
Sacramento, CA 95834
Phone (916) 372-6100
Fax (916) 419-6108

Contacts:

Jayne Raab
Division Manager
jraab@laurinassociates.com

I. BACKGROUND

Laurin Associates, a Division of Raney Planning and Management, Inc., is pleased to provide this proposal and scope of services to perform HOME annual monitoring for the City of Madera. Since the early 1990s, Laurin Associates has been working with HOME Programs, including grant applications and administration. Our diverse experience gives us the knowledge and expertise to efficiently deliver a high quality product to the City on time and on budget.

Purpose of This Proposal

The City currently has the following HOME assisted rental projects:

- Arborpoint Apartments, 300 W. Clark Street, Madera
- Madera Family Apartments, 781 Milano Lane, Madera

As stipulated by the State Housing and Community Development Department (HCD) the City of Madera is responsible for annual monitoring of HOME assisted rental projects to ensure the continued compliance with Federal and State regulations. The City is required to annually review the written policies, procedures, and forms; confirm that staff is following established policies and procedures; and verify that all monitoring, recordkeeping and retention is in compliance with the HOME Final Rule.

II. SCOPE OF SERVICES

The following scope of services has been prepared by Laurin Associates to perform HOME annual monitoring services for the City of Madera's HOME assisted projects. This scope of services identifies each task in the preparation of the necessary documents and services. All reporting and documentation associated with the projects is subject to HOME requirements.

One electronic copy of each of the products listed under each task will be submitted to the HCD HOME Department, the City of Madera, the owner, and the management agent.

HOME ANNUAL MONITORING

Task 1 Required Noticing

Laurin Associates will draft a letter on behalf of the City of Madera, to be submitted to the owner, management staff, and HOME representative. The letter will include the following, 1) notification to schedule a site visit within a specified timeframe; 2) the name and contact information of the person performing the site visit; 3) a request for management to notify all HOME assisted tenants that their unit may be inspected during the scheduled visit; 4) a list of areas to be monitored; 5) requirements to be met before site visit; 6) a summary of what to expect both during and after the site visit; 7) a request to complete enclosed documentation, including Annual Affirmative Marketing Analysis, and the Annual Project Compliance Report; and 8) a request for all requisite documents (financials, rent roll, etc.).

Task 2 Site Visit

Laurin Associates will conduct a site visit to determine compliance with HOME regulations, identify deficiencies, and provide corrective actions to improve or reinforce owner and managing agent performance based on HOME requirements. During the site visit Laurin Associates will meet with the owner and/or management staff to complete the Annual Monitoring Report and to review and collect the Annual Project Compliance Report, the Affirmative Marketing Annual Report, and the utility allowance schedule from management. Laurin Associates will work with the owners and/or management staff to meet HOME requirements and complete all requisite documentation.

Laurin Associates will review tenant files to ensure that the owner and management staff are meeting HOME documentation requirements. Two to five files per project will be selected at random for examination. If any discrepancies are found, they will be reported in the summary of findings to be completed by Laurin Associates.

During the period of affordability, a minimum of one on-site property standards review per year is required. During the on-site review, staff will collect data, inspect units selected at random, and document information on checklists which reflect HOME requirements. The review will consist of a walk-through of at least two to five HOME assisted units per project. The Physical Conditions Report will be completed and submitted.

Exhibit A
SCOPE OF WORK AND BUDGET

Task 3 Document Review

The following documents will be reviewed as backup documentation.

1. Utility allowance schedule with effective date
2. Last audited financials to verify beginning and ending balance of all reserve accounts and cash available for distributions
3. Insurance verification
4. Current management plan
5. Current management agreement with amendments or extensions
6. Current project application
7. Current tenant rent roll with all HOME assisted units identified
8. Notice advising HOME assisted households of possible unit inspection
9. HOME Regulatory Agreement

Task 4 Monitoring Summary Letter and Package

Laurin Associates will draft a Monitoring Summary Letter, which will contain formal notification of both positive and negative results of the site visit. Conclusions reached in the letter will be supported by the completed reports, monitoring notes, checklists, and any additional documentation obtained. If applicable, any deficiencies will be labeled "Finding" or "Concern" as appropriate. A "Finding" is a deficiency in program or project performance due to a statutory or regulatory requirement that was not met. A "Concern" relates to program or project performance that should be improved before it leads to a finding.

In addition, the Monitoring Summary Letter will specify a timeframe for the owner or managing agent to submit a written response to the monitoring agency, Laurin Associates.

Task 5 Receipt and Review of Proof of Compliance and Clearance Letter

If applicable, Laurin Associates will review all submitted documentation and proof of HOME Program compliance for fulfillment of corrective actions specified within the Monitoring Summary Letter. Laurin Associates will rely on receipt and review of documentation provided by the owner or managing agent to determine that corrective actions have been taken. When corrective actions have been completed and all concerns have been addressed, Laurin Associates will incorporate these findings into the Clearance Letter.

Exhibit A
SCOPE OF WORK AND BUDGET

III. SCHEDULE

This schedule could be lengthened or shortened, depending on the needs of the City of Madera and the projects. Factors that could lengthen or shorten the schedule include the date of the site visit, timing of receipt of proof of corrective action, length of document reviews and unanticipated issues arising from City staff, project owners or management staff.

Tentative 2018 Schedule ARBORPOINT APARTMENTS & MADERA FAMILY APARTMENTS	
Task	Date
Notice To Proceed	February 28, 2018
Required Noticing	Week of March 5, 2018
Site Visits, Tenant File Reviews, On-Site Standards Review	March 2018
Submit required reporting to HCD	April 1, 2018
Monitoring Summary Letter	Prior to April 1, 2018
30-day Period for written response from owner or managing agent, if applicable	April 1-May 1, 2018
Receipt and Review of Proof of Compliance, if applicable	April / May, 2018
Clearance Letter	April / May 2018

Tentative 2019 & 2020 Schedule ARBORPOINT APARTMENTS & MADERA FAMILY APARTMENTS	
Task	Date
Required Noticing	February 1-15
Site Visits, Tenant File Reviews, On-Site Standards Review	February 1-15
Submit required reporting to HCD	February 15
Monitoring Summary Letter	February 15
30 day Period for written response from owner or managing agent, if applicable	February 15-March 15
Receipt and Review of Proof of Compliance, if applicable	March 15
Clearance Letter	Prior to April 1

Exhibit A
SCOPE OF WORK AND BUDGET

BUDGET

The cost for completion of HOME annual monitoring of Arborpoint Apartments and Madera Family Apartments for the City of Madera for three years (2018, 2019, and 2020) is on a not to exceed service fee of \$14,465 plus actual expenses not to exceed \$850. The tasks are summarized in the Scope of Services of this proposal and costs by task are shown in the attached spreadsheet. These costs are based on the estimates of time for each task provided in the chart below.

PROPOSED COST ESTIMATE					
City of Madera - HOME Annual Monitoring					
		Division Manager	Housing Associate	Administrative	Cost Per Task
Task 1	Required Noticing		6		\$ 600
Task 2	Site Visit including Travel		48		\$ 4,800
Task 3	Document Review	12	30		\$ 4,800
Task 4	Monitoring Summary Letter & Package	12	12	1	\$ 3,065
Task 5	Receipt & Review of Proof of Compliance		12		\$ 1,200
	Total Hours	24	108	1	
	Hourly Rate	\$ 150.00	\$ 100.00	\$ 65.00	
Services					\$ 14,465
	Copies & Fees				\$ 250
	Travel Costs				\$ 600
Expenses					\$ 850
Total Cost					\$ 15,315

EXHIBIT B

STATE AND FEDERAL REGULATIONS

- A. Federal Common Rule Requirements, including, but not limited to, Executive Order 11246, as amended by Executive Orders 11375 and 120860 and implementing regulations issued at 41 CFR Chapter 60; Davis-Bacon Act as amended (40 U.S.C. 276 a to a-7 and 29 CFR, Part 5); Copeland "Anti-Kick Back" Act (18 U.S.C. 874 and 29 CFR, Part 3); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330 and 29 CFR, Part 5); Section 306 of the Clean Air Act (42 U.S.C. 0857 (h)); Section 506 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738; Environmental Protection Agency Regulations (40 CFR Part 15); and applicable sections of 24 CFR 85. Also in the common rule are mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub L. 94 - 163).
- B. Office of Management and Budget Circulars No. -21, A-102 revised, A-87, A-110, A-122 and A-128 as they relate to the acceptance and use of Federal funds under this program.
- C. Executive Order 11063, as amended by Executive Order 11259, and implementing regulations at 24 CFR Part 107, as they relate to non-discrimination in housing.
- D. The Architectural Barriers Act of 1968 (42 U.S.C. 4151).
- E. Clean Air Act of 1970 (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.).
- F. Bidding requirements contained in the California Public Contracts Code.
- G. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) and HUD implementing regulations, 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.
- H. Provisions of the California Water Code Section 55350 et. sequens.
- I. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.
- J. Title VIII of the Civil Rights Act of 1968, (Pub. L. 90-284) as amended and implementing regulations 24 CFR 107 as it relates to fair housing.
- K. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended and implementing regulations when published for effect as they relate to non-discrimination against the handicapped.

- L. The Age Discrimination Act of 1975, (Pub. L. 94-135) as amended, and implementing regulations contained in 10 CFR Part 1040 and 45 CFR Part 90.
- M. The lead based paint requirements of 24 CFR Part 35 Subpart B issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et.seq.).
- N. Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto (24 CFR Section 570.601) as it relates to prohibiting discriminatory actions and activities funded by Community Development Funds.
- O. Section 3 of the Housing and Urban Development Act of 1968, as amended and implementing regulations at 24 CFR Part 135.
- P. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution.
- Q. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234).
- R. No member, officer or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, and that it shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this certification.
- S. Additionally, all conflict requirements noted in 24 CFR 570.611 shall be complied with by all parties.
- T. Title I of Section 104(b)(5) of the Housing and Community Development Act as amended and implementing regulations at 24 CFRE 570.200 relating to Special Assessments.
- U. Section 106 of the National Historic Preservation Act and implementing regulations at 36 CFR Part 800.
- V. The Endangered Species Act of 1973, as amended, and implementing regulations at 50 CFR Part 402.
- W. Title I of the Housing and Community Development Act of 1974, as amended, and implementing regulations contained in 24 CFR Part 570 and in 24 CFR Part 85.
- X. The use of CDBG funds by a religious organization shall be subject to those conditions as prescribed by HUD for the use of CDBG funds by religions organizations in accordance with Section 570.200(j) of the Federal CDBG regulations.

Y. All contracts shall include a “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions” as required by 29 CFR Part 98.



REPORT TO THE CITY COUNCIL

COUNCIL MEETING OF: March 07, 2018

AGENDA ITEM NUMBER: B-6

APPROVED BY:

Justin Frabets
GRANTS ADMINISTRATOR

Steve Frazier
CITY ADMINISTRATOR

SUBJECT: CONSIDERATION OF A RESOLUTION APPROVING AN AMENDMENT TO THE LEASE AGREEMENT WITH GREYHOUND LINES, INC. FOR THE LEASE OF PROPERTY AT THE MADERA INTERMODAL FACILITY AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT ON BEHALF OF THE CITY OF MADERA

RECOMMENDATION:

Staff recommends that Council adopt a resolution approving an amendment to the lease of the Madera Intermodal Facility office space to Greyhound Lines, Inc. and authorizing the Mayor to execute the amendment to the lease agreement.

DISCUSSION:

Greyhound Lines, Inc. currently leases 960 square feet of office space at the Madera Intermodal Facility under an agreement set to expire on February 28, 2018. Greyhound has paid \$768 per month to rent this space (\$.80 sq. ft.) since Council last approved an amendment in 2017. Staff considers that an extension of the term of the lease is merited at the same rate for another year, given the stability of current market rates in the downtown. In order to preserve regional bus transportation services for the residents of Madera, staff recommends that Council approve the attached resolution to amends the lease agreement with Greyhound by extending the term until February 28, 2019. No further extensions are allowed under this lease agreement which was originally established in 2003. Therefore, a new lease will need to be furnished for any period beyond the term of this amendment.

FISCAL IMPACT:

Revenues and expenses related to the Intermodal Facility only affect the Transit budgets. Therefore, extending the term of Greyhound's lease at this facility will not impact the General Fund. The rent collected will generate \$9,216 in revenue for the City's transit budgets during the extension period.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

Approving the proposed amendment to the lease agreement with Greyhound is consistent with Strategy 121- Multi-modal transportation: Develop a citywide multimodal transportation plan to ensure safe, affordable and convenient transportation modes for residents and businesses within Madera.

RESOLUTION NO. 18-

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA,
CALIFORNIA, APPROVING THE FINAL AMENDMENT TO THE LEASE
AGREEMENT WITH GREYHOUND LINES, INC. FOR LEASE OF PROPERTY
AT MADERA INTERMODAL FACILITY AND AUTHORIZING THE MAYOR
TO EXECUTE THE AMENDMENT ON BEHALF OF THE CITY OF MADERA**

WHEREAS, Greyhound Lines, Inc. ("Greyhound") has proposed to continue to lease property located at the Madera Intermodal Facility in the City of Madera; and

WHEREAS, the current lease hereby being extended is on file in the Office of the City Clerk; and

WHEREAS, the proposed amendment to the lease agreement (the "Agreement") extends the lease term for one year; and

WHEREAS, the proposed amendment to the Agreement if the final amendment allowed under this current lease that was originally established in 2003.

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 Amendment to the Lease Agreement between the City of Madera and Greyhound Lines, Inc., a copy of which is on file in the office of the City Clerk and referred to for particulars, is approved. The City's participation in the agreement as amended from March 1, 2018 through the date of this approval is hereby ratified.
3. The Mayor of the City of Madera is authorized to execute the Amendment on behalf of the City of Madera.
4. This resolution is effective immediately upon adoption.

AMENDMENT TO LEASE AGREEMENT

This Amendment to Lease Agreement (this "Amendment") is effective the 7th day of March 2018, by and between **GREYHOUND LINES, INC.**, a Delaware corporation, Lessee, and **CITY OF MADERA, CALIFORNIA** a Municipal Corporation, as Lessor.

WHEREAS, the parties entered into a Lease Agreement ("Agreement") described as follows:

Lease Agreement dated June 18, 2003, as amended, modified or otherwise extended, by and between Lessor and Lessee covering that certain premises located at 123 North "E" Street, Madera, California; and

WHEREAS, the term of the Agreement will expire on February 28, 2018, and the parties desire to extend the Agreement subject to all of its original terms and conditions, for one additional year ending on February 28, 2019.

IT IS HEREBY AGREED, in consideration of the premises, the mutual covenants contained herein and other good and valuable consideration paid, the parties hereto agree as follows:

1. Section 3 TERM of the Agreement is hereby amended to add the following:

Commencing March 1, 2018, the term of the Agreement shall be extended for an additional one (1) year ending February 28, 2019.

2. In all other respects, the terms and conditions of the Agreement shall remain in full force and effect.

This Amendment is executed to be made effective the day and year first above written.

LESSEE:

GREYHOUND LINES, INC.
a Delaware corporation

LESSOR:

CITY OF MADERA

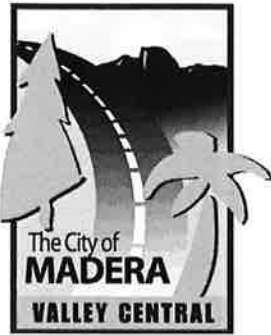
By:

Its: Chandricka McCormack, CFO

By:

Andrew J. Medellin, Mayor

Report to City Council



Council Meeting of March 7, 2018

Agenda Item Number B-7

Approved by:


Department Director


City Administrator

Informational Report on Civil Service Activity

REQUESTED ACTION

This report is for informational purposes only. It will cover information for the months of January and February 2018.

SUMMARY OF CIVIL SERVICE ACTIVITY

The Civil Service Commission has met three times during January and February 2018, certifying eligibility lists for the following job classifications:

- Public Safety Dispatcher
 - Candidates in background with department
- Engineering Project Manager
 - Candidate hired
- Police Officer Trainee
 - Candidates in background with department
- Paralegal Office Administrator
 - Candidate declined employment; a new recruitment will be conducted
- Streets & Storm Drainage Supervisor
 - Candidate promoted
- Wastewater Treatment Plant Lead Operator
 - Candidates in background with the department
- Wastewater Treatment Plant Operator III
 - Candidates in background with the department

Since January 1, 2018, the City has hired the following individuals for the positions listed:

- Keng Lee, Wastewater Treatment Lab Analyst/Environmental Compliance Inspector I
- Kendra Nevarrez, Part Time Parking Enforcement Officer for Downtown Business District
- Francisco Holguin, Engineering Project Manager

- Cheryl Chacon, Part Time Wastewater Treatment Lab Analyst/Environmental Compliance Inspector II
- Jamie Hickman, Streets & Storm Drainage Supervisor (Promotion)
- Ruth Padilla, Neighborhood Preservation Specialist I (Promotion)

Since January 1, 2018, the following employees have left employment with the City of Madera:

- Sandra Brown, Part Time Redevelopment Secretary, Successor Agency
- Matthew Tuckness, Police Officer II, Police Department
- Robin Bravo, Administrative Analyst, Public Works
- Marissa Estabrooke, Program Leader I, Parks & Community Services
- Carolyn Perez, Program Leader I, Parks & Community Services
- Stephanie Pantoja, Program Leader I, Parks & Community Services
- Carlos Bermudez, Maintenance Technician, Public Works Sewer Division

Going forward, staff will provide updates monthly on Civil Service Activity for the prior month.

REPORT TO CITY COUNCIL

Approved By:

Council Meeting of March 7, 2018



Department Director

Agenda Item Number C-1



City Administrator

SUBJECT: Consideration of a Resolution Amending the Development Impact Fee Program to Specify that Public Agency and Government Buildings Shall be Excluded From Any Requirement to Pay City Development Impact Fees and to Specify that Privately Owned Buildings Which are Used Primarily for Public Charter School Purposes Shall be Required to Pay Only Those Development Impact Fees Related to the City's Water, Sewer, and Storm Drainage Systems.

RECOMMENDATION: That Council consider whether the City should specify that public agency and government buildings be excluded from any requirement to pay City development impact fees and specify that privately owned buildings used primarily for public charter school purposes be required to pay only those City development impact fees related to the city's water, sewer, and storm drainage systems; and adopt the subject resolution if it is consistent with the Council's intent.

DISCUSSION:

In 2017, on separate occasions, the City Council was presented with questions related to the application of the City's Development Impact Fee program on non-profit (charter schools) and public agency/government construction projects. The Council expressed an interest in modifying the fee program to distinguish these uses from other uses specified in the fee program. The recommended resolution would implement the preferences previously expressed by the Council.

Privately Owned Buildings Used Primarily for Public Charter Schools

Some time back, the Council heard a written communication item which included a discussion about whether or not to treat non-profit development projects differently than for-profit projects when applying the City's Development Impact Fee program. The discussion focused on a new church-owned building that is

intended to be used primarily for a fully accredited charter school which is open to the public. The Council heard from Pastor Roger Leach who runs such a charter school and was in the process of constructing a new 5,250 square foot building.

During the discussion the Council weighed in on the foregoing concept. There was a general consensus that the Council wished to recognize the community benefit created by public charter schools and to distinguish them from other private construction projects. Members of the Council expressed an interest in implementing a provision within the Development Impact Fee program which would limit the fees applied to fully accredited charter schools to the capacity charges required for the City's water, sewer, and storm drainage systems.

The following chart was included with the staff report during the Council's prior discussion on this topic and is reproduced here to illustrate the impact of the proposed change that would distinguish privately owned buildings used primarily for public charter schools from other private construction projects.

**5,250 Square Foot Classroom/Multi-Purpose Building
Private Commercial vs. Private Building With Public Charter School**

Fee Category	Private Building	Charter School
Commercial Admin Impact Fee	\$126.00	\$0
Commercial Fire Impact Fee	\$189.00	\$0
Commercial General Government Fee	\$63.00	\$0
Commercial Police Impact Fee	\$378.00	\$0
Commercial Public Works Impact Fee	\$698.25	\$0
Commercial Additional Sewer NE	\$887.25	\$887.25
Commercial Existing Sewer NE	\$189.00	\$189.00
Commercial Storm Drain NE	\$6,352.50	\$6,352.50
Commercial 12 Ft. Arterial Street Lane	\$1,317.75	\$0
Commercial 16 Ft. Arterial Median Island	\$745.50	\$0
Commercial 24 Ft Collector Street Lane	\$1,317.75	\$0
Commercial Traffic Signals	\$456.75	\$0
Commercial Transportation Facilities	\$1,333.50	\$0
Commercial Water Pipes Impact Fee	\$698.25	\$698.25
Commercial Water Wells	\$378.00	\$378.00
Commercial Wastewater Treatment Plant	\$4,005.75	\$4,005.75
Total Development Impact Fees	\$19,136.25	\$12,510.75

The main qualifiers here are that the building must be primarily used for public school purposes which includes the requirement that it be open to everyone, and also that the school facility be fully accredited.

Public Agency/Government Owned and Operated Buildings

Subsequent to the foregoing discussion regarding non-profit uses and charter schools, the Council debated how to treat public or governmental use facilities for

purposes of the Development Impact Fee program. Examples of such facilities include City fire stations and Madera Unified School District campuses. During that discussion staff sought direction from the Council as to how it wishes to treat development projects undertaken by other governments within the City and specifically whether the Council wished to assess all Development Impact Fees, no impact fees or something in between. The Council gave direction to staff to eliminate impact fees for these governmental projects. Accordingly staff is bringing this item before you to adopt a resolution which will exempt development projects undertaken by government entities for public buildings, from paying fees under the Development Impact Fee program.

Summary

The resolution before you would specify that buildings to be primarily used as fully accredited public charter schools would pay only those impact fees related to the City's water, sewer, and storm drainage fees. The resolution further creates an exemption to the Development Fee Program in its entirety for the development of public facilities by government agencies.

FISCAL IMPACT:

Unknown at this time, but it will result in diminished recovery for infrastructure costs which will be dependent on the size and frequency of applicable projects.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

The activity described in this report is not specifically incorporated in the strategies contained in the action plans of the Vision Madera 2025 and is not in conflict with any of the action or goals contained in the plan.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA,
AMENDING THE DEVELOPMENT IMPACT FEE PROGRAM TO SPECIFY THAT
PUBLIC AGENCY AND GOVERNMENT BUILDINGS SHALL BE EXCLUDED FROM
ANY REQUIREMENT TO PAY CITY DEVELOPMENT IMPACT FEES AND TO
SPECIFY THAT PRIVATELY OWNED BUILDINGS WHICH ARE USED PRIMARILY
FOR PUBLIC CHARTER SCHOOL PURPOSES SHALL BE REQUIRED TO PAY
ONLY THOSE DEVELOPMENT IMPACT FEES RELATED TO THE CITY'S WATER,
SEWER, AND STORM DRAINAGE SYSTEMS

WHEREAS, the City of Madera has in place a Development Impact Fee program which imposes certain fees on development projects to offset the costs of infrastructure improvements which will be ultimately rendered necessary proportionately by impacts of said projects; and

WHEREAS, the City Council desires to implement a provision within the Development Impact Fee program which would limit the fees applied to fully accredited charter schools to the capacity charges required for the City's water, sewer, and storm drainage systems; and

WHEREAS, the City Council further desires to exempt development projects undertaken by government entities for public buildings, from paying fees under the Development Impact Fee program; and

WHEREAS, the City Council desires to amend the current Development Impact Fee program to implement the above described changes.

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

1. The above recitals are true and correct.
2. The Development Impact Fee program for the City of Madera is hereby amended as follows:
 - A. Development projects for buildings used primarily for fully accredited charter schools which are generally open to the public shall, under the City of Madera's Development Impact Fee program, only be charged fees for capacity charges required for the City's water, sewer, and storm drainage systems.

- B. Development projects undertaken by government entities for public buildings shall be exempt from paying any fees under the City of Madera's Development Impact Fee program.
 - C. Any disputes as to whether a development projects qualify under either Subsection A or B above, shall be subject to the determination of the Community Development Director.
3. This resolution is effective immediately upon adoption.

REPORT TO THE CITY COUNCIL

COUNCIL MEETING OF:
March 7, 2018

AGENDA ITEM NUMBER:
C-2

Approved By:


PLANNING MANAGER


CITY ADMINISTRATOR

SUBJECT: Public hearing and consideration of introduction of an ordinance adding Title X, Chapter 2, Sections 1300 et seq. to the Madera Municipal Code pertaining to acquisition of park lands as provided by the Quimby Act.

RECOMMENDATION:

Staff and the Planning Commission recommend that the City Council, after considering public testimony, introduce the ordinance.

ANALYSIS

Since the passage of the Quimby Act in 1975, cities and counties have been authorized to pass ordinances requiring that developers set aside land or pay fees for park land acquisition. Revenues generated through the Quimby Act cannot be used for the operation, maintenance and/or development of park facilities. Instead, the act provides a consistent means of providing land acquisition for park development. The City though has never adopted a Quimby Act ordinance.

The Quimby Act recommends a ratio of three (3) acres of park space per each 1000 residents. Many municipalities require as much as five (5) acres of park space per each 1000 residents within their adopted ordinance. Per the General Plan's Parks and Recreation element Policy PR-1, the proposed ordinance has used the minimum ratio of three acres per thousand as a goal. Currently, the City provides approximately 2.2 acres of park space per each 1000 residents. Because of the shortfall of park lands, the General Plan acknowledges the need to "endeavor to acquire new parklands." Consistent with that directive, the General Plan's Parks and Recreation element includes Action Item PR-10.1, which directs staff to evaluate and implement a Parkland Dedication Ordinance consistent with the Quimby Act.

Specifically, the ordinance requires new residential development projects, including mixed-use projects with residential components, to dedicate land and/or pay in-lieu fees to contribute to the acquisition of lands for parks and recreation facilities. The determination of which method is appropriate (land dedication and/or payment of in-lieu fees) is made at the City's sole discretion. Formulas which determine the amount of land to be dedicated and/or the amount of in-lieu fee to be paid are included in the ordinance, as is a methodology to update those formulas periodically.

The Planning Commission considered the proposed ordinance on February 13th and adopted a resolution recommending to the City Council adoption of the ordinance.

FISCAL IMPACT:

The costs associated with parkland acquisition have historically been included within the parks development impact fee. The proposed ordinance would essentially separate parkland acquisition costs from the cost of parkland development. The fiscal impact of the ordinance should be minimal.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The ordinance amendment will further the core vision statements which "recognizes the need for Madera's parks and open spaces to be convenient and well-maintained [which] reflects the community's desire to create a caring environment in which to raise a family."

ATTACHED:

Planning Commission Resolution No. 1824
Ordinance

RESOLUTION NO. 1824

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MADERA RECOMMENDING TO THE CITY COUNCIL OF THE CITY OF MADERA ADOPTION OF AN ORDINANCE ADDING CHAPTER 10-2.1300 TO THE MADERA MUNICIPAL CODE IN ORDER TO ESTABLISH A METHOD FOR COORDINATED ACQUISITION AND DEVELOPMENT OF CITY PARK FACILITIES.

WHEREAS, the City of Madera has adopted the mandatory elements of the General Plan, as required by the State of California; and

WHEREAS, the City has adopted subdivision regulations to supplement and implement the Subdivision Map Act; and

WHEREAS, the General Plan states that the City shall endeavor to develop a system of public parks at a minimum of three acres of parks per one thousand residents; and

WHEREAS, the General Plan includes an Action Item directing the adoption of an ordinance consistent with Government Code section 66477 (the Quimby Act); and

WHEREAS, the City currently lacks ordinance which would implement the Quimby Act and provide for the coordinated acquisition of park lands; and

WHEREAS, State law also provides for periodic review, updates, and amendments of its various Plans and Codes; and

WHEREAS, the Planning Commission recommends to the City Council of the City of Madera adoption of an ordinance adding Chapter 10-2.1300 to the Madera Municipal Code in order to establish a method for the coordinated acquisition of City park facilities; and

WHEREAS, the Madera Municipal Code authorizes the Planning Commission to initiate Code Amendments through adoption of a Resolution; and

WHEREAS, the Planning Commission has completed its final review and evaluated information contained in the Staff Report.

NOW THEREFORE BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF MADERA AS FOLLOWS:

1. The above recitals are true and correct.

2. The proposed ordinance is exempt under Section 15061(b)(3) of the California Environmental Quality Act.

3. It is recommended that the City Council of the City of Madera adopt an ordinance adding Section 10-2.1300 to the Madera Municipal Code as set forth in the attached Exhibit 'A'.

4. This resolution is effective immediately upon adoption.

* * * * *

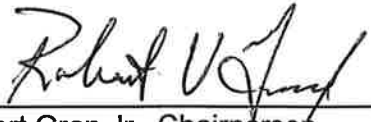
Passed and adopted by the Planning Commission of the City of Madera this 13th day of February, 2018 by the following vote:

AYES: Robert Gran Jr., Kenneth Hutchings, Pamela Tyler
Jim DaSilva, Richard Broadhead

NOES:


ABSTENTIONS:

ABSENT: Bruce Norton, Israel Cortes



Robert Gran Jr., Chairperson
City of Madera Planning Commission

Attest:



Christopher Boyle
Planning Manager

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA ADDING SECTION 1300 TO CHAPTER 2 OF TITLE X OF THE MADERA MUNICIPAL CODE IN ORDER TO ESTABLISH A METHOD FOR COORDINATED ACQUISITION AND DEVELOPMENT OF CITY PARK FACILITIES.

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

SECTION 1. The Planning Commission of the City of Madera and this City Council have held public hearings and have determined that the proposed ordinance text amendment is consistent with the General Plan.

SECTION 2. The Planning Commission and this City Council have determined the ordinance text amendment to be consistent with the purpose and intent of Chapter 2 of Title X of the Madera Municipal Code.

SECTION 3. Section 1300 of Chapter 2 of Title X, Acquisition and Development of City Parks, is hereby added as follows:

[ACQUISITION OF LAND AND/OR PAYMENT OF FEES FOR CITY PARK FACILITIES

§10-2.1300 PURPOSE.

(A) The purpose of this chapter is to establish the procedures for requiring the dedication of land, the payment of fees in-lieu thereof (or a combination of both) to serve new subdivisions in accordance with the requirements of the City's General Plan and in compliance with the requirements of California Government Code section 66477 (the "Quimby Act"). This chapter is enacted pursuant to the authority granted by the Quimby Act. The Quimby Act specifically authorizes the City to require dedication of parkland or the payment of fees in-lieu of such dedication in set amounts to meet the needs of the citizens of the community for parkland and to further the health, safety and general welfare of the community.

§10-2.1301 DEFINITIONS

(A) Except where the context otherwise requires, the definitions given in this section govern the construction of this article. If any of the definitions in this section conflict with definitions in other chapters of the Municipal Code, these definitions shall prevail for the purpose of interpreting and enforcing this section. If a term is not defined in this section, or other sections of the Municipal Code, the most common dictionary definition is assumed to be correct.

(B) The following definitions are listed in alphabetical order.

DEVELOPER. Every person, firm, or corporation constructing a new dwelling unit, directly or through the services of any employee, agent, independent contractor, or otherwise.

LAND VALUE. The fair market value of a buildable acre of land, as determined by the City Council.

NEW DWELLING UNIT. Any structure of permanent character, placed in a permanent location, which is planned, designed or used for residential occupancy, including, but not limited to, one-family, two (2) family, and multifamily dwellings, apartment houses and complexes and mobile home spaces, but not including hotels, motels, and boarding houses for transient guests.

SUBDIVISION. Any type of construction, land division or improvement of land which provides for dwelling units identified under the provisions of Section 66424 of the California Government Code. "Subdivision" shall also include any increase in the number of mobile home spaces.

§10-2.1302 APPLICABILITY.

At the time of approval of the tentative map, parcel map, or final map, or upon issuance of a building permit, the Community Development Director, or his/her assignee, shall determine pursuant to Section 10-2.1304 hereof the land required for dedication and/or determine pursuant to Section 10-2.1306 the payment of a fee in lieu of dedication of land. As a condition of approval of a final subdivision map or parcel map, or upon issuance of a building permit, the subdivider shall dedicate land, pay a fee in lieu thereof, or both, at the option of the City, for neighborhood and community park or recreational purposes at the time and according to the standards and formula contained in this chapter.

§10-2.1303 PARK ACREAGE STANDARD.

It is hereby found and determined that the public interest, convenience, health, welfare, and safety require that a minimum of three (3) acres of property for each one thousand (1,000) persons residing within this City be devoted to local parks and recreational purposes. Said three (3) acres are justified by the existing ratio of 2.202* acres of parks per one thousand (1,000) residents in the City, and the current maximum utilization of said acreage by the residents of Madera.

* 66,082 residents / 145.52 acres of parks = 454.109 residents per acre.
1000 residents / 454.109 residents per acre = 2.202 acres per thousand residents.

§10-2.1304 FORMULA FOR THE DEDICATION OF LAND.

(A) The formula for determining the minimum acreage to be dedicated is based on a standard of three acres of park area per one thousand members of the population, and shall be as follows:

Average number of persons per unit / 1000 population X 3 acres of parkland X number of units in subdivision/development = land to be dedicated per unit.

Development Type	Population Per Dwelling Unit
Residential – Single Family	3.85
Residential – Multi-family	3.50
Residential – Mobile Home	1.70

Example: for a subdivision of 120 units: $3.85 / 1000 \times 3 = 0.01155 \times 120 = 1.386$ acres to be dedicated (at a minimum).

(B) For the purpose of this section, the number of new dwelling units shall be based upon the number of parcels indicated on the tentative or parcel map when in an area zoned for one dwelling unit per parcel. When all or part of the subdivision is located in an area zoned for more than one dwelling unit per parcel, the number of proposed dwelling units in the area so zoned shall equal the maximum allowed under that zone, including any applicable density increases. In the case of a condominium project, the number of dwelling units shall be the number of condominium units. The term "new dwelling unit" does not include dwelling units lawfully in place prior to the date on which the parcel or final map is filed.

(C) Nothing in this section shall prohibit the dedication and acceptance of land for park and recreation purposes where the developer proposes such dedication voluntarily and the land is approved by the Community Development Director.

(D) Dedication of the land shall be made in accordance with the procedures contained in Section 10-2.1311 hereof.

§10-2.1305 STANDARDS FOR THE DEDICATION OF LAND.

(A) The developer shall, without credit:

- (1) Provide full street improvements and utility connections including, but not limited to, curbs, gutter, street paving, traffic control devices, street trees, and sidewalks to land which is dedicated pursuant to this section;
- (2) Provide for fencing along the property line of that portion of the subdivision contiguous to the dedicated land;
- (3) Provide improved drainage through the site; and
- (4) Provide other minimal improvements which the City determines to be essential to the acceptance of the land for recreational purposes.

(B) The land to be dedicated and the improvements to be made pursuant to this section shall be reviewed at the tentative map stage in accordance with the criteria set forth in Section 10-2.1309 and approved by the Community Development Director.

(C) Use of money. The money collected hereunder shall be used only for the purpose of acquiring necessary land and developing new or rehabilitating existing park or recreational facilities reasonably related to serving the subdivision.

§10-2.1306 AMOUNT OF FEES IN LIEU OF LAND DEDICATION.

(A) When a fee is to be paid in lieu of land dedication, the amount of such fee shall be based upon the fair market value determined by the City Council per Section 10-2.1307. The fee shall be determined by the following formula where:

DUs	=	number of new dwelling units as defined in Section 10-2.1304
Pop DU	=	population per dwelling unit as defined in Section 10-2.1304
FMV	=	fair market value determined by Section 10-2.1307
Buildable acre	=	a typical acre of the subdivision, with a slope less than ten (10%) percent, and located in other than an area on which building is excluded because of flooding, easements, or other restrictions

$$\text{DUs} \quad \times \quad \text{Pop DU} \quad \times \quad \frac{3 \text{ acres}}{1,000 \text{ people}} \quad \times \quad \frac{\text{FMV}}{\text{buildable acre}} \quad = \quad \text{in-lieu fee}$$

Example: 1 DU x 3.85 Pop per DU x 3 acres / 1000 = 0.01155 X \$50,000 FMV per acre = \$577.50 in-lieu fee. The \$50,000 fair market value is used for example purposes only. The actual fair market value shall be determined by the City Council, consistent with Section 10-2.1307.

(B) Fees to be collected pursuant to this section shall be reviewed by the Community Development Director to ascertain if they comply with the formula set forth above. If compliance is found, then the fees shall be approved by the Community Development Director.

§10-2.1307 DETERMINATIONS OF FAIR MARKET VALUE.

(A) The fair market value per buildable acre shall be determined by resolution adopted by the City Council.

(B) The fair market value per buildable acre shall be updated from time to time as directed by the City Council.

§10-2.1308 PARK DEVELOPMENT IMPACT FEES.

(A) A fee shall be paid for park development by the developer of each new dwelling unit irrespective of whether the developer is required to dedicate land as set forth in Section 10-2.1304 and/or pay fees in lieu of land dedication as set forth in Section 10-2.1306.

(B) The park development impact fee shall be established at the rate set forth by a resolution of the City Council.

§10-2.1309 DETERMINATIONS OF LAND OR FEES.

(A) Only the payment of fees may be required in subdivisions containing fifty (50) parcels or less, except that when a condominium project, stock cooperative, or community apartment project, as those terms are defined in Section 1351 of the Civil Code, exceeds fifty (50) dwelling units, dedication of land may be required, notwithstanding that the number of parcels may be less than fifty (50).

(B) Whether the City accepts land dedication or elects to require payment of a fee in lieu thereof, or a combination of both, shall be determined by consideration of the following:

- (1) The General Plan and Parks Master Plan of the City of Madera.
- (2) The natural features, access, and location of land in the subdivision available for dedication;
- (3) The size and shape of the subdivision and land available for dedication;
- (4) The feasibility of dedication;
- (5) The compatibility of dedication with the Parks and Recreation Element of the General Plan; and,
- (6) The location of existing and proposed park sites and trailways.

§10-2.1310 CREDIT FOR PRIVATE OPEN SPACE.

(A) No credit shall be given for private open space in the subdivision except as hereinafter provided. Where private open space usable for active recreational purposes is provided in a proposed planned development or real estate development as defined in Section 4175 or 6562 of the Civil Code, partial credit, not to exceed forty-five (45%) percent, shall be given against the requirement of and dedication or payment of fees in lieu thereof if the City finds that it is in the public interest to do so and that all the following standards are met:

- (1) Yards, court areas, setbacks, and other open areas required by the zoning and building ordinances and regulations shall not be included in the computation of such private open space; and
- (2) Private park and recreational facilities shall be owned by an owners' association composed of all property owners in the subdivision and being an incorporated nonprofit organization capable of dissolution only by a one hundred (100%) percent affirmative vote of the membership and approved by the City, operated under recorded land agreements through which each lot owner in the neighborhood is automatically a member, and each lot is subject to a charge for a proportionate share of expenses for maintaining the facilities; and

- (3) Use of the private open space is restricted for park and recreation purposes by recorded covenant which runs with the land in favor of the future owners of the property and which cannot be defeated or eliminated without the consent of the City or its successor; and
- (4) The proposed private open space is reasonably adaptable for use for park and recreation purposes, taking into consideration such factors as size, shape, topography, geology, access, and location; and
- (5) The open space for which credit is given is a minimum of three (3) acres and provides a minimum of five (5) of the local park basic elements listed as follows, or a combination of such, and other recreation improvements that will meet the specific recreation needs of future residents of the area:

Elements	Acres
1. Children's play apparatus area	.50 to .75
2. Landscape park-like with quiet areas	.50 to 1.00
3. Family picnic area	.25 to .75
4. Game court area	.25 to .50
5. Turf playfield	1.00 to 3.00
6. Swimming pool (forty-two (42') feet by seventy-five (75') feet with adjacent deck and lawn areas)	.25 to .50
7. Recreation center building	.15 to .25

(B) Before credit is given, the Community Development Director shall make written findings that the above standards are met.

§10-2.1311 PROCEDURE.

(A) At the time of approval of the tentative map or parcel map, rezoning, or any other discretionary approval of development, the Community Development Director shall determine, pursuant to Section 10-2.1304 hereof, the land required for dedication. If the Community Development Director requires in-lieu fee payment by the developer, the Community Development Director shall set the amount of land upon which the in-lieu fee will be based at the time of final map approval. At the time of filing of final map, the subdivider shall dedicate the land. In-lieu fees and park development fees shall be paid at the time of building permit. In-lieu fees shall be established using current land values at the time of payment with the formula set forth in Section 10-2.1306. Park development impact fees shall be paid at time of building permit.

(B) Open space covenants for private park or recreation facilities shall be submitted to the City prior to approval of the final subdivision map or parcel map and shall be recorded contemporaneously with the final subdivision map.

(C) The land to be dedicated and/or in-lieu and park development fees to be paid, shall be subject to the latest adopted ordinances, resolutions, policies, and fees adopted by the City Council and in effect at the time of the final map review and approval.

§10-2.1312 DISPOSITION OF FEES.

(A) Fees pursuant to Sections 10-2.1306 and 10-2.1308 shall be paid to the City and shall be deposited into the subdivision park trust fund, or its successor. Money in said fund, including accrued interest, shall be expended solely for acquisition, development, or rehabilitation of park land or improvements related thereto.

(B) Collected fees shall be appropriated by the City to which the land or fees are conveyed or paid for a specific project to serve residents of the subdivision in a budgetary year within five (5) years upon receipt of payments or within five (5) years after the issuance of building permits on one-half (1/2) of the lots created by the subdivision, whichever occurs later.

(C) If such fees are not so committed, these fees shall be distributed and paid to the then record owners of the subdivision in the same proportion that the size of their lot bears to the total area of all lots in the subdivision.

(D) The City Director of Financial Services shall report to the City at least annually on income, expenditures, and status of the subdivision park trust fund.

§10-2.1313 EXEMPTIONS.

(A) Subdivisions containing less than five (5) parcels and not used for residential purposes shall be exempted from the requirements of this article; provided, however, that a condition shall be placed on the approval of such parcel map that if a building permit is requested for construction of a residential structure or structures on one or more of the parcels, the fee may be required to be paid by the owner of each such parcel as condition to the issuance of such permit.

(B) The provisions of this article do not apply to commercial or industrial subdivisions; nor do they apply to condominium projects or stock cooperatives which consist of the subdivision of air space in an existing apartment building which is more than five (5) years old when no new dwelling units are added.

§10-2.1314 DEVELOPER-PROVIDED PARK AND RECREATION IMPROVEMENTS.

After the Planning Commission or Community Development Director determines that land is required for dedication and/or in-lieu fee payment by the developers, the developer may apply to the Engineering Department for permission to construct specified park and recreation improvements on the land of said developer required for dedication or on other land within the same service area to be developed as a park. If the Engineering Department grants the developer permission for construction of specified parks and recreation improvements on said land, said Department shall fix the dollar value of the parks and recreation improvements prior to construction. The agreed dollar value of park and recreation improvements provided by the developer may be credited against the fees, if any, required by this section, provided the improvements are constructed per the approved plans by the Engineering Department.

§10-2.1315 SCHEDULE FOR THE USE OF LAND OR FEES.

The Parks and Community Services Department shall develop a schedule specifying how, when, and where it will use the land or fees, or both, to develop park or recreational facilities to serve residents of the subdivision.

§10-2.1316 ACCESS.

All land offered for dedication for local park or recreational purposes shall have access to at least one existing or proposed public street. This requirement may be waived by the City if the City determines that public street access is unnecessary for maintenance of the park area or use thereof by residents.

§10-2.1317 SALE OF DEDICATED LAND.

If during the ensuing time between dedication of land for park purposes and commencements of first-stage development, circumstances arise which indicate that another site would be more suitable for local park or recreational purposes serving the subdivision and the neighborhood (such as receipt of a gift of

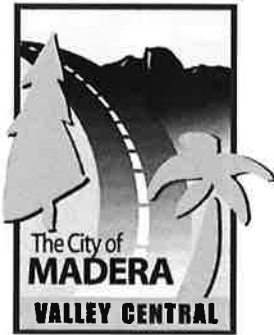
additional park land or a change in school location), the land may be sold upon the approval of the City with the resultant funds being used for the purchase of a more suitable site.]

SECTION 4. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or void for any other reason.

SECTION 5. This Ordinance shall be effective and of full force and effect at 12:01 am on the sixtieth (60th) day after its passage.

* * * * *

Report to City Council



Council Meeting of March 7, 2018

Agenda Item Number C-3

Approved by:

Wendy Siler
Department Director

Steve Frazier
City Administrator

Consideration of a Resolution Approving a Limited Term At-Will Employment Agreement for Steve Frazier as the City Administrator and Authorizing the Mayor to Execute the Agreement

REQUESTED ACTION

The Ad Hoc Committee recommends Council adopt the resolution approving an at-will employment agreement for Steve Frazier, City Administrator, and authorize the Mayor to execute the agreement on behalf of the City.

Pursuant to Government Code § 54953 (c) (3), prior to taking action on this item, the Council must publicly announce a summary of the action being considered.

Announcement - *If approved, the proposed Limited Term City Administrator At-Will Employment Agreement would confirm Steve Frazier as the City Administrator for the City of Madera. There is no recommended increase to Mr. Frazier's salary. All applicable fringe benefits are captured in the At-Will Employment Agreement provided with this report and are consistent with those offered to Council's direct reports.*

SITUATION

Upon retirement of the prior City Administrator, Council appointed Police Chief Steve Frazier as Interim City Manager by Minute Order at the December 13, 2017 City Council Meeting. The Mayor then appointed an Ad Hoc Committee consisting of himself, Councilmember Rigby and Councilmember Oliver to negotiate the terms and conditions of Chief Frazier transitioning to the full time City Administrator position for a limited term.

An At-Will Employment Agreement has been prepared to reflect compensation and benefits for the City Administrator position consistent with what is provided to other Council direct reports. The agreement is for a term not to exceed 1 year from December 16, 2017, or if a new City Administrator is hired before then, not

to exceed 1 ½ months after the new City Administrator's hire date to allow for a transition period. The recommended base pay is the same Mr. Frazier was receiving as Police Chief. All applicable fringe benefits are captured in the At-Will Employment Agreement provided with this report and are consistent with those received by Council's direct reports.

Staff is recommending that Mr. Frazier be employed as "City Administrator" as opposed to "Interim City Administrator." The City uses the term "Interim" in its normal business practice to describe an assignment that is temporary in nature and that has the intent of returning the employee to their previous position. Mr. Frazier's appointment is intended to be limited term followed by his retirement, as opposed to a temporary assignment that would see him returning to the position of Police Chief. For this reason, the use of the descriptor "Interim" is not necessary and may cause confusion with new CalPERS reporting requirements for temporary assignments. Temporary assignments must be reported differently than normal assignments to CalPERS. Recent legislative changes limit the hours a CalPERS agency can work an employee in a temporary assignment to 960 hours per fiscal year effective January 1, 2018. Referring to Mr. Frazier as City Administrator without "Interim" will allow a clear administrative record of the assignment not being temporary with the intent to return him to the position of Police Chief, but instead a limited term assignment to City Administrator ending with his planned retirement.

Additionally, if this assignment is termed "Interim," Mr. Frazier will stay in the CalPERS Safety Formula which has an Employer Contribution Rate of 49.244% including the unfunded liability contribution. Moving Mr. Frazier to City Administrator (not "Interim") will allow the City to move Mr. Frazier into the CalPERS Miscellaneous Formula which has an Employer Contribution Rate of 22.771% including the unfunded liability contribution. This will allow the City to capture approximately \$4,000 per month in retirement contribution savings. The proposed employment agreement is retroactive to the first whole pay period following Council's initial appointment in December so that the City can maximize its capture of these savings.

Relative to the term of the agreement, Mr. Frazier's intent is to file for retirement once the new City Administrator is hired. He will make himself available as needed for approximately 1 ½ months to provide for a transition period and then he will retire from City service.

The proposed agreement does contain severance pay provisions, however Mr. Frazier will only be paid severance pay should Council choose to terminate Mr. Frazier's employment, without cause, prior to the conclusion of the term of the agreement. If Mr. Frazier is terminated for cause or in the event he retires as planned 1 ½ months after the new City Administrator is hired, there would be no payment of severance pay. Additionally, if the City has not hired a new City

Administrator and the full 1-year term expires without the agreement being renewed, there would be no payment of severance pay.

Both Mr. Frazier and the Ad Hoc Committee are in consensus with the proposed agreement.

FISCAL IMPACT

Mr. Frazier's proposed agreement at his existing pay rate will be less than the budgeted compensation for City Administrator. Additionally, because this is being filled using existing City staff, there will be salary savings. If appointed as City Administrator, the City will also realize approximately \$4,000 in retirement contribution savings for each month that Steve is in the City Administrator position compared to his Police Chief salary and benefits.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

Approval of the appointment 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.

RESOLUTION No. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA
APPROVING A LIMITED TERM AT WILL EMPLOYMENT AGREEMENT FOR
THE CITY ADMINISTRATOR AND AUTHORIZING THE
MAYOR TO EXECUTE THE AGREEMENT**

WHEREAS, the City of Madera (the "City") desires to employ Steve Frazier as the City Administrator (the "Employee") for a limited term to provide the services as outlined by the City Administrator Job Description, Madera Municipal Code, and State Law; and

WHEREAS, it is the desire of the City to provide a salary and to establish certain conditions of employment, and to set working conditions of said Employee in the position; and

WHEREAS, the City Council of the City of Madera deems it appropriate to approve the employment agreement.

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

1. The above recitals are true and correct.
2. The Limited Term Employment Agreement between the City and Steve Frazier for the position of City Administrator is hereby approved. The Agreement is on file with the Office of the City Clerk and referred to for more particulars.
3. The Mayor is authorized to execute the Agreement on behalf of the City of Madera.
4. The City Finance Department is hereby directed to take all actions necessary to implement the Agreement.
5. This resolution is effective immediately upon adoption.

* * * * *

LIMITED TERM
CITY ADMINISTRATOR AT-WILL EMPLOYMENT AGREEMENT

THIS AGREEMENT, entered into this 7th day of March, 2018, by and between the CITY OF MADERA, State of California, a municipal corporation (hereinafter referred to as "Employer" or "City"), and Steve Frazier (hereinafter referred to as "Employee"), both of whom understand as follows:

Recitals

WHEREAS, Employer desires to employ the services of Steve Frazier as City Administrator for the City of Madera while a recruitment for a new City Administrator is conducted; and

WHEREAS, it is the desire of the City Council of the Employer, hereinafter called "Council", to provide certain benefits, to establish certain conditions of employment, and to set working conditions of said City Administrator; and

WHEREAS, Steve Frazier desires to be employed as City Administrator for said City of Madera for a limited term.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Agreement

Section 1: TERM

- A. The term of this Agreement shall be no more than one (1) year from December 16, 2017. The Employer will provide written notice to the Employee on or before September 16, 2018 of its intent to offer to extend, renew, or otherwise not renew this contract for an additional term should Employee still be employed on September 16, 2018. If the Employer chooses to extend the Agreement, the Employer will inform the Employee of the newly proposed term(s) at the time of its offer to renew. The Employee must respond to an offer to extend or renew the Agreement within 45 days of the offered extension or renewal.

In the event Employer hires a new City Administrator prior to December 16, 2018, this Agreement will terminate and be of no further force and effect one and one half (1 1/2) months after the hire date of the new City Administrator.

- B. The City Administrator shall at all times serve at the pleasure of the Council. This means that the Employee is an at-will employee. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employer to suspend or terminate the services of the Employee at any time.

- C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with Employer upon thirty (30) days' advanced written notice to Employer.

Section 2: TERMINATION AND SEVERANCE PAY

- A. In the event Employee is terminated by the Council before expiration of the aforesaid term of employment and during such time that Employee is willing and able to perform his duties under this Agreement, then in that event, Employer agrees to pay Employee a lump sum cash payment equal to the maximum amount of pay permitted by law under Government Code sections 53260 and 53261, up to a lump sum cash payment equal to six (6) months' aggregate salary and health benefits. Upon such termination, Employee shall also be compensated for all earned paid leave and other accrued benefits to date of termination. This shall not include the payout of accumulated sick leave other than as authorized pursuant to this Agreement.

In the event Employee is terminated for cause or for conviction, then, in that event, Employer shall have no obligation to pay the aggregate severance sum designated in the above paragraph.

- B. In the event Employer at any time during the term of this Agreement reduces the salary or other financial benefits of Employee in a greater percentage than an applicable across-the-board reduction for all Employees of Employer, or in the event Employer refuses, following written notice, to comply with any other provision benefiting Employee herein, or the Employee resigns following a suggestion, whether formal or informal, by the Council that he resign, then, in that event, Employee may, at his option, be deemed to be "terminated" at the date of such reduction, such refusal to comply or such suggestion within the meaning and context of the herein severance pay provisions.

Section 3: DUTIES

- A. Employer hereby agrees to employ the Employee to perform the functions and duties of such office as set forth in the City Administrator Job Description on file with the Office of the City Clerk and referred to for more particulars, and to perform such other duties as the Council may from time to time assign.
- B. The City Administrator is exempt from the overtime provisions of the Fair Labor and Standards Act, as amended, but is expected to engage in those hours of work that are necessary to fulfill the obligations of the City Administrator.
- C. Employee may engage in up to five (5) hours per week for teaching without prior written approval of the Employer. Employee shall not be involved in any other outside employment without written prior approval from the Employer. This includes, but is not limited to, consultant work, speaking engagements, entering an

independent contract relationship, or any other activities unrelated to the Employee's employment with the City.

- D. Employee will maintain on file with the Employer his current place of residence and telephone number(s), and shall notify the Employer of any changes within twenty-four (24) hours.
- E. In the event the Employee becomes mentally or physically incapable of performing the City Administrator job duties, the Employer will comply with the law in regard to separating the City Administrator from employment.

Section 4: PERFORMANCE EVALUATION

The Council shall review and evaluate the performance of the Employee on an ongoing basis and shall, at least once annually on the employment anniversary date established, complete a written performance review and/or evaluation. The review and/or evaluation shall be in accordance with specific criteria developed by the Council. Specific criterion may be added or deleted as the Council may determine.

Section 5: SALARY

Employer agrees to pay the City Administrator for his services rendered pursuant hereto a base salary of \$6,644.01 bi-weekly (City of Madera Salary Schedule M, Range 554, Step F) effective December 16, 2017, payable in installments at the same time as the majority of the Employer's employees. The Council may review and adjust said base salary thereafter in such amounts and to such extent as the Council determines.

Employee has opted to make an irrevocable election to convert 7 days of leave to salary, equivalent to a 2.7% management incentive. Said management incentive is in addition to the base salary identified above. Employee's annual leave allotment provided in Section 6.A. reflects the modified leave amount.

Employee desires to take a reduction in his compensation package equivalent to the salary contribution Safety employees are making towards the CalPERS Employee Contribution. Because Employee already pays the full 8% Employee Contribution per Section 6.D. of the Agreement, Employee desires to contribute an equivalent amount of salary towards the Employer Contribution to CalPERS. These contributions toward the CalPERS Employer Contribution shall be made as an after tax payroll deduction and be equivalent to 3% of salary.

Section 6: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. Paid Leave

Employee will receive Annual Leave to be used at his discretion. This benefit shall be in lieu of receiving any vacation, holiday, administrative, or sick leave.

Because this agreement is effectuated mid-fiscal year, and Employee has been employed as Police Chief for Employer under an At-Will Employment Agreement that provided for terms and conditions of employment, Employee received a credit of Annual Leave on July 1, 2017. For Fiscal Year 2017-18, Employee's initial credit of Annual Leave will be 248 hours, with one hour credited for each hour used up to an additional 176 hours credited. Any annual leave not taken on or before June 30, 2018 shall be paid to the Employee at the end of the fiscal year at the hourly rate then in effect.

Effective July 1, 2018, Employee shall annually be entitled to receive 31 days of Annual Leave to be credited to his account on July 1 of each year of the contract. Employee will be credited with 1 hour of additional leave for each hour of leave actually taken in said period up to a total of 176 additional hours credited. Any annual leave not taken on or before the following June 30 shall be paid to the Employee at the end of each fiscal year at the hourly rate then in effect.

Employee will receive an additional 3 days of annual leave for each 5 years of City service, up to a maximum of 12 additional days (20 years of service). Leave will be added to the "additional hours credited" bank and will not be available for cash-out.

In lieu of cashing out all leave at the end of the fiscal year, Employee will have the option to roll over up to 80 hours of leave each year. This leave will be added to the "additional hours credited" bank and will no longer be available for cash-out. Written notice of the desire to roll time over must be provided to the payroll department no later than June 15 of each year.

Employee has a sick leave balance from prior employment with the City of Madera. Sick leave shall be frozen and not increased. Such leave shall remain on the books as Employee sick leave to be used when and if Employee is ill, and has exhausted all other Annual Leave.

B. Sick Leave Cash Out

Because of prior service with the City of Madera, Employee will have a sick leave balance consistent with Section 6.A. of this Agreement. Employee may convert a percentage of sick leave time on the books to cash per resignation, retirement or termination from the City, or elect to have such time used as CalPERS Service Credit or to purchase Medical Benefits upon retirement. Any conversion to cash for use as a cash payout or payment for insurance premiums that may be allowed under this Agreement shall be calculated at the hourly rate of the Employee in effect on the last date of employment.

Employee, with a minimum of five (5) years of service with the City of Madera, may cash-out under Option # 1 or purchase Medical Insurance as provided in Option #3 below. Employee, with twenty (20) years of service or more with the City of Madera, may select either Option #1 or Option #2 below. Option #4 does not require minimum years of City or Management Group service.

Cash-Out Without Health Insurance: (Option #1)

5 years of service - 10% cash-out unused sick leave on books
10 years of service - 25% cash-out unused sick leave on books
15 years of service - 30% cash-out unused sick leave on books
20 years of service - 50% cash-out unused sick leave on books

The percentage of cash-out shall be prorated based upon the number of years in service, to a maximum of 50%.

Cash-Out With Health Insurance: (Option #2)

Retiring employees with twenty years of service and receiving the medical insurance benefits as defined in Section 6.G. below, shall be eligible for a twenty percent cash-out of sick leave, plus 1% cash-out added for each year of service exceeding 20 years to a maximum of 30%.

Purchase of Medical Insurance: (Option #3)

In lieu of Cash-Out or CalPERS Service Credit, Sick Leave may be used to fund City purchase of medical insurance under the provisions of Section 6.G. below, with the exception that twenty years, of service is not required. Such purchase shall be accomplished by using the cash-out value as calculated in Option #1 above. In the event of death of an employee (retiree) prior to use of all Sick Leave for such purpose, the balance is forfeited.

Sick Leave Conversion: (Option #4)

An employee has the option to convert 100% of the remaining accrued sick leave not cashed out or used to purchase post-retirement medical insurance, upon retirement to Service Credit as provided by contract amendment with CalPERS.

C. Disability, Health, and Life Insurance

Employer will provide term life insurance for Employee in the amount of \$50,000 which includes accidental death and dismemberment (AD&D) coverage. Employer also will provide dependent life in the amount of \$5,000 and Long Term Disability Insurance, which provides salary replacement benefits.

Employer agrees to provide a monthly health benefit allowance for the employee to purchase health insurance (including medical, dental and vision coverage of the Employee and family) through an IRS Section 125 Cafeteria Plan. Effective July 1, 2017, that contribution will be as follows:

Enrollment Level	Monthly Allowance
Waiver of Coverage	\$300.00
EE Only	\$792.56
EE+1	\$1,439.11
EE+Family	\$2,093.09

Effective July 1, 2017, Employer will provide teledoc services as part of the medical plan offerings for the July 1, 2017-June 30, 2018 plan year. The teledoc services are captured in the medical plan premiums and monthly benefit allowance as indicated above and no contribution beyond the above monthly benefit allowance will be made by Employer.

Medicare - 1.45% Employer's contribution matched by an Employee contribution of 1.45% of Employee's salary for mandated Medicare coverage.

D. Retirement

The City participates in the CalPERS retirement system. Employee will be placed on the appropriate miscellaneous plan consistent with CalPERS membership requirements. The Employee will pay all of the Employee Contribution for the plan in pre tax dollars under IRS Code 414(h)(2). The Employee will also be responsible for the Employee's Contribution for the 1959 Survivor's Benefit.

E. Longevity Pay

In addition to the established base salary, Employee is eligible for longevity pay at the rate of 2 ½% for each five years of service as a management employee to a maximum of 10%.

F. Bereavement Leave

Employee is allowed an additional three (3) days leave per fiscal year in the event of death of any of the following members of the employee's family: spouse, child, parent or grandparent.

G. City Paid Health Insurance Upon Retirement

Upon retirement, if Employee has twenty years of service with the City, at least three (3) of which are in a department head management position, and Employee is eligible for CalPERS retirement at the time of retirement, Employee is eligible for the health benefits noted below.

a) City pays 100% of the premium for medical coverage for employee (retiree) only with City plan through age 64. Employee pays dental and vision coverage if desired. Coverage for a spouse is available at the expense of retired Employee.

b) At age 65, or when eligible for Medicare if earlier, the City will pay or provide a health insurance benefits program which will be supplemental to Medicare. The program will cover only the retired Employee. The retired Employee must first obtain both parts A & B of Medicare.

If Employee qualifies for employer paid health insurance in retirement as outlined in paragraph one of this section, he has the opportunity to make an irrevocable election to receive a monthly payment, equivalent to the premium charged by the carrier/plan the employee is enrolled in at the time of retirement, in lieu of participation in the City medical plan. The monthly payment would be equal to the premium amount charged to cover one person. The payment will continue until the retiree reaches age 65 or becomes eligible for Medicare, whichever comes first. At age 65, or when eligible for Medicare if earlier, the City will provide a monthly payment equivalent to the premium charged by the Medicare supplement carrier/plan selected by the retiree from those available through the City at the time provided the retiree has subscribed to or enrolled in parts A & B of Medicare. The monthly payment will be equal to the premium amount charged to cover one person.

If, in the future, the City no longer offers the carrier/plan, the premium for the replacement plan would be used to determine the amount of monthly payment in lieu of participation in the health plan.

When making an election to receive the cash equivalent of the medical insurance premium, the retiring employee waives the right to participate in the City's medical insurance plan for themselves and any dependents except for the rights provided by COBRA continuation coverage.

An employee electing to exercise the option to receive the cash equivalent of the retiree medical insurance premium will only be able to cash out sick leave using Option #1 provided in Section 6.B. of this agreement.

H. Retiree Paid Health Insurance

If Employee does not qualify for City Paid Health Insurance Upon Retirement as outlined in Section 6.G. of this agreement, the City will allow Employee to continue to participate in the City health plan offerings (medical, dental, and vision) at the retirees expense until age 65 or when eligible for Medicare, whichever comes first. Both retiree and dependent coverage are available under this program. An administrative fee in an amount equal to two percent (2%) of the insurance premiums will be charged to the retiree for the City to process the benefit. In the event the administrative fee increases, retiree shall pay the higher fee. If, in the future, the City no longer offers the same insurance carrier/plan the retiree and his or his spouse will be eligible to purchase insurance coverage under the new plan. Coverage must be selected upon retirement; no lapse in coverage will be allowed under this provision. If retiree chooses not to participate or chooses to terminate participation, retiree may not seek coverage under the City health plan at a later date.

I. Other

The Council shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the City Administrator, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City of Madera Municipal Code or any other law.

J. Technology Allowance

Employee will receive a monthly technology allowance of \$75. Employee will not receive a City-issued cell phone or be provided with any type of wireless or data plan for a cell phone through the City's wireless carrier and will be expected to utilize his personal cell phone for City business. Employee's personal cell phone number must be available to the public.

K. City Provided Automobile

The City Administrator will be provided with a City of Madera fleet vehicle for use while performing official duties.

Section 7: TERMINATION

The City Administrator is an at-will employee and serves at the will and pleasure of the Council and may be terminated at any time.

Section 8: DUES AND SUBSCRIPTIONS

Employer agrees, to the extent it is financially able, to budget for and to pay for professional dues and subscriptions of Employee necessary for his continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional participation, growth, and advancement, and for the good of the Employer.

Section 9: PROFESSIONAL DEVELOPMENT

- A. Employer hereby agrees, to the extent it is financially able, to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official functions for Employer, including but not limited to such other national, regional, state and local governmental groups and committees thereof which Employee serves as member.
- B. Employer also agrees, to the extent it is financially able, to budget for and to pay for travel and subsistence expenses of Employee for short courses, institutes and seminars that are necessary for his professional development and for the good of the Employer.

- C. Employer recognizes that Employee has served the City of Madera in the Police profession for over 30 years and has ongoing commitments to law enforcement professional organizations. Employer shall permit continued participation at Employee's discretion with advance notice of participation in such events provided to the City Council.

Section 10: INDEMNIFICATION

In addition to that required under state and local law, Employer shall defend, hold harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Administrator. Employer will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

Section 11: BONDING

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 12: CONFLICT OF INTEREST

- A. Employee shall not engage in any business or transaction or have a financial or other personal interest or association, direct or indirect, which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal interests, distinguished from financial interests, include an interest as arising from blood or marriage relationships or close business, and personal or political affiliations.
- B. Employee shall also comply with the conflict of interest provisions of the California Government Code and any conflict of interest code applicable to the City Administrator's employment.
- C. Employee is responsible for submitting to the City Clerk the appropriate Conflict of Interest Statements (including Form 700) at the time of appointment, annually thereafter, and at the time of separation from position.

Section 13: NOTICES

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

Employer: City Council, City of Madera, 205 West Fourth Street, Madera CA 93637

Employee: On file with the City of Madera Human Resources Department

Alternately, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 14: REDUCTION OF BENEFITS

Employer shall not at any time during the term of this Agreement reduce the salary, compensation or other financial benefits of Employee, except to the degree of such reduction across-the-board for all Employees of the Employer.

Section 15: GENERAL PROVISIONS

- A. The text herein shall constitute the entire and fully integrated Agreement between the parties and no promise, representation, warranty or covenant not included in this Agreement has been relied upon by any party hereto.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Employee; however, this Agreement is not assignable by either party.
- C. This Agreement shall become effective commencing December 16, 2017, and shall supersede any previous Employment Agreements, which shall be of no further force and effect as of the date of this agreement.
- D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable by a court of law, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect. This Agreement shall be construed under California law. No waiver of any term or condition of the Agreement shall be considered a continuing waiver thereof.

IN WITNESS WHEREOF, the City of Madera has caused this Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its City Clerk, and the City Administrator has signed and executed this Agreement, both in duplicate, the day and year first above written.

EMPLOYEE

CITY OF MADERA

By: Steve Frazier
Steve Frazier

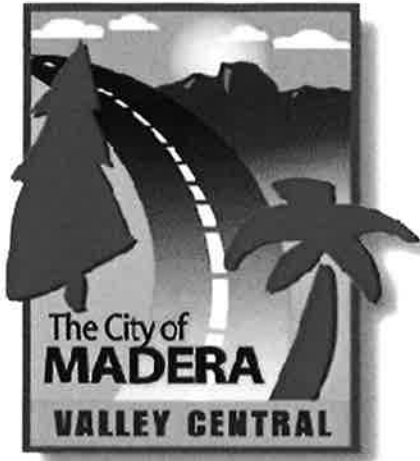
By: _____
Andrew J. Medellin, Mayor

ATTEST

APPROVED AS TO LEGAL FORM

By: _____
Sonia Alvarez, City Clerk

By: _____
Brent Richardson, City Attorney



REPORT TO CITY COUNCIL

MEETING DATE: March 7, 2018

AGENDA ITEM NUMBER: C-4

Approved By:


PUBLIC WORKS DIRECTOR


CITY ADMINISTRATOR

SUBJECT:

Consideration of a Resolution approving Amendment No. 1 to the Agreement with waterTALENT, LLC for Temporary Staffing Services, and Authorizing the Mayor to Sign the Amendment on behalf of the City.

RECOMMENDATION:

It is recommended that Council adopt the Resolution approving the Amendment to the Agreement with waterTALENT, LLC in order for temporary employees to provide on-call support services at the City's Wastewater Treatment Plant in the event that full time City staff are not available to fulfill this role.

SUMMARY:

This Agreement will allow for utilization of temporary contract employees at the City's Wastewater Treatment Plant to provide on-call support services in the event that full time City staff are not available. When use of the contract staff in this capacity is necessary, it will occur on a rotating schedule at which time the Operator will remain in an accessible, ready-to-respond state. The need for on-call support has arisen due to the retirement and departure of the two certified Wastewater Treatment Plant Operator III's. The State requires an Operator III or above to be either at the Plant or on call at all times. Beginning in March, the only remaining staff who meets this qualification is the Wastewater Treatment Plant Manager and one temporary employee currently being staffed through waterTALENT. The City is currently in the recruitment and hiring process for several full time operator positions.

DISCUSSION:

This process for contracting temporary staff 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 bids were opened on August 11, 2017. The City entered into a new Agreement with waterTALENT on October 4, 2017.

The current Agreement does not outline any provision for on-call or standby pay. While it is the City's intent to hire new certified employees as soon as possible to meet the need for continuous after-hours coverage, it is important that the City ensure the availability of temporary staff during the recruitment

process. Staff anticipates only utilizing the temporary service for on-call support services only to the extent that full time City employees are not yet online and then for a limited duration.

STATUS OF RECRUITMENT FOR PERMANENT CITY EMPLOYEES:

Recruitment for a WWTP Operator I/II/III has been ongoing since May 2016. The Civil Service Commission has certified multiple Operator eligibility lists during 2016, 2017 and 2018. However, several candidates have declined employment due to compensation and other issues. The City was successful in hiring an Operator II who began employment on September 2017. There are still four vacancies at the Operator I/II/III level, as well as a two WWTP Lead Operators. The City Council adjusted the salary schedule for WWTP positions in November 2017 in an effort to enhance its ability to hire employees into these critical positions.

The recruitments for these open positions are ongoing and will close on March 2, 2018. There are currently four candidates (two for Lead Operator and two for Operator III, accordingly) that have been established on an eligibility list through the Civil Service Commission. One Operator III candidate has completed his pre-employment processes and the City anticipates bringing him on board as soon as he gives appropriate notice to his current employer. The remaining three candidates are in the hiring process and the department anticipates moving forward as quickly as possible through the process.

FINANCIAL IMPACT:

If on-call services are utilized, the rate would be billed in two categories depending on the circumstances:

- **Standby On Call:** This is during close of business when the operator is in “standby” status. He will be able to respond to any alarms or emergency calls by phone, iPad, or in person. This will be billed at one (1) hour at Regular Rate if following a normal workday, and two (2) hours at Regular Rate if the operator is not actively working at the WWTP that day.
- **Activated On Call:** This is in the event that the operator is called to respond to a system alarm or emergency. This will be billed at two (2) hours or for the total duration of time from departure of domicile to return to domicile, whichever is greater, in accordance with the agreed overtime policy.

This on-call pay for temporary employees would be paid for out of the salary savings from the vacancies in the Sewer Fund. These expenses are already appropriated in the FY 17/18 budgets and do not impact the General Fund.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MADERA, CALIFORNIA, APPROVING AMENDMENT NO.
1 TO THE AGREEMENT WITH WATERTALENT, LLC, FOR
TEMPORARY STAFFING SERVICES, AND AUTHORIZING
THE MAYOR TO SIGN THE AMENDMENT ON BEHALF OF
THE CITY**

WHEREAS, the City of Madera (City) and waterTALENT, LLC (waterTALENT) entered into an agreement dated October 4, 2017 to provide temporary employees with the appropriate California Water Treatment certifications and Wastewater Treatment Plant Operator certifications to the City; and

WHEREAS, the City has need to add additional services to address on-call support services for the Wastewater Treatment Plant; and

WHEREAS, the City and waterTALENT have agreed to amend the Agreement to provide these on-call services.

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. Amendment No. 1 to the Agreement for Temporary Staffing Services with waterTALENT, a copy of which is on file in the office of the City Clerk and referred to for more particulars, is hereby approved.
3. The Mayor is authorized to execute the Amendment on behalf of the City.
4. This resolution is effective immediately upon adoption.

* * * * *

FIRST AMENDMENT TO TEMPORARY EMPLOYMENT SERVICES AGREEMENT

The First Amendment to the Agreement titled "Temporary Employment Services Agreement," dated October 4th, 2017, made and entered into this 7th day of March 2018, between the City of Madera, hereinafter called "City," and waterTALENT LLC, hereinafter called "Service Provider";

In consideration of the recital listed above and the mutual obligations of the parties herein, City and Service Provider agree that the Temporary Employment Services Agreement dated October 4th, 2017, shall be amended as follows:

1. *Addition of Number 12: On-Call Support Services*

12. On a rotating schedule, the Service Provider Temporary Employee ("Operator") will be in an "On-Call" status, during which time the Operator is expected to remain in an accessible, ready-to-respond state. The operator will be furnished with a City of Madera iPad while on-call to monitor the WWTP SCADA system and may, from time-to-time, be required to respond in-person to plant alarms. On-Call hours are divided into two categories and billed in the following manner:

12.1 Standby On Call: Beginning at the close of business (5:30 pm) until (7:00 am) every morning of the On-Call period, the Operator will be in a Standby On-call status, whereby he will be able to respond to any alarms or emergency calls by phone, or iPad, or in person. When the operator is on call following a normal workday, the City will be billed one (1) hour at Regular Rate for On-Call status. When the operator is not actively working at the WWTP that day (i.e. dayoff), but still remains in an On-Call status the city will be billed two (2) hours at Regular Rate.

12.2 Activated On Call: In the event that the Operator is called to respond to a system alarm or other emergency, the City will be billed two (2) hours or for the total duration of time from departure from domicile to return to domicile, whichever is greater, in accordance with the agreed overtime policy.

2. All other provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto caused this First Amendment to the Temporary Employment Services Agreement to be executed as of the day and year above written.

* * * * *

CITY OF MADERA

waterTALENT LLC

By: _____

Andrew J. Medellin, Mayor

By: _____

Peter Brooks, Vice President

APPROVED AS TO FORM:

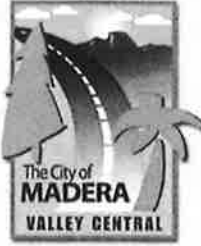
ATTEST:

By: _____

Joel Brent Richardson, City Attorney

By: _____


Sonia Alvarez, City Clerk



[Return to Agenda](#)

REPORT TO CITY COUNCIL

COUNCIL MEETING OF March 7, 2018
AGENDA ITEM NUMBER C-5


REPORT BY: John Scarborough,
Interim Public Works Operations Director


APPROVED BY: Steve Frazier
City Administrator

SUBJECT:

CONSIDERATION OF A RESOLUTION APPROVING A GRANT AGREEMENT WITH MADERA UNIFIED SCHOOL DISTRICT FOR A WATER CONSERVATION PILOT PROGRAM TO INSTALL ADVANCED CENTRAL CAPABLE SMART IRRIGATION CONTROLLERS AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY.

RECOMMENDATION:

Staff recommends that the City Council review and approve the proposed Grant Agreement with the Madera Unified School District (MUSD) to install advanced smart irrigation controllers. Staff further recommends Council authorize the Mayor to execute the Agreement on behalf of the City.

BACKGROUND:

At their November 1, 2017 Regular Meeting, City Council supported the concept of entering into a Grant Agreement with MUSD for a pilot water conservation program for large turf areas. The item before Council is to adopt said agreement and begin the pilot program.

With the adoption of new water rates, funds were made available to provide for water conservation activities for the City and residents. The City developed a comprehensive residential water conservation rebate program. Any resources in the water conservation fund not used on the rebate program were to be made available for water conservation projects.

Even though the rebates have been expanded with increased rebate amounts, there is significant funding available for water conservation projects. These funds have been used in past budgets to fund such things as drought tolerant landscaping on Fourth Street and Pine Avenue, installing vertical percolation structures in the City's drainage/percolation basins for ground water recharge, and other water conservation program activities.

DISCUSSION:

MUSD is one of the City's strongest partners and is also one of the largest consumers of municipal water for outdoor landscaping. City Staff and MUSD have worked collaboratively to consider ways to conserve water being used for landscaping on MUSD's campuses. It is proposed that the City consider issuing a grant of water conservation funding to MUSD for the installation of advanced smart irrigation controllers at the Martin Luther King Jr. Middle School.

These advanced smart systems have the potential to save 10%-40% of the water used for outdoor landscaping due to the following features:

- The systems continually compute and adjust optimal water timing and duration based on the evapotranspiration rate which defines the rate that water will leave your soil depending on real time weather conditions such as temperature, wind speed, solar radiation, humidity and precipitation along with landscape characteristics such as soil type and slope, plant type and shade.
- Flow sensors:
 - Flow sensors detect high flow situations indicative of broken heads etc., close offending stations and send notice to staff alerting them that repairs are needed.
 - Flow sensors detect stations with lower than anticipated flows and alert staff that repairs are needed.
 - Flow sensors allow the controller to build custom programs that optimize flow based on a system's maximum flow and pressure parameters.

The City's grant of these funds would generally be based on the following conditions:

- The funds will only be dispersed for the design and installation of an advanced irrigation control system and necessary appurtenances.
- The system shall be designed to address all the outdoor irrigation needs at Martin Luther King Jr. Middle School.
- The System shall be designed by a design professional experienced with advanced irrigation control systems.
- Every effort will be made so that the equipment utilized in the project shall be compatible with the equipment utilized by the City's Park Department.

- The City shall review the District approved design and approve prior to installation and shall verify that the system is generally installed and functioning as designed.
- Internal project administration costs shall not exceed \$5,000. Any construction performed externally shall be in conformity with California's prevailing wage laws.

The attached proposed grant agreement with MUSD is for an initial pilot program. Subsequent agreements with the District and other public interests having large outdoor watering needs could follow if the project is effective in significantly reducing water consumption.

FINANCIAL IMPACT:

The proposed \$100,000 of funding for the proposed grant agreement would come from water revenues within the existing unallocated balance of the Water Fund that were collected for water conservation rebates and projects. It would not cause any increase in General Fund Expenses.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The proposed plan is consistent with 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.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING A GRANT SERVICES AGREEMENT WITH MADERA UNIFIED SCHOOL DISTRICT FOR A WATER CONSERVATION PILOT PROGRAM TO INSTALL ADVANCED CENTRAL CAPABLE SMART IRRIGATION CONTROLLERS AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY.

WHEREAS, California has experienced significant recent drought conditions; and

WHEREAS, the City maintains water conservation resources reserved for programs that provide significant water conservation; and

WHEREAS, advanced central capable smart irrigation clocks reduce water consumption by 10 – 40%; and

WHEREAS, the Madera Unified School District is one of the City's largest consumers of water for landscape and has agreed to pilot the water conservation grant program using smart irrigation clocks; and

WHEREAS, a grant services agreement has been prepared between the City and the Madera Unified School District which details the responsibilities of each party; and

WHEREAS, such agreement is in the best interests of the City, Madera Unified School District and the citizens of Madera.

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 Grant Services Agreement between the City and 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 the Grant Services Agreement on behalf of the City.
4. This resolution is effective immediately upon adoption.



GRANT SERVICES AGREEMENT BETWEEN THE CITY OF MADERA AND MADERA UNIFIED SCHOOL DISTRICT

This agreement is made and entered into this _____ day of _____, by and between Madera Unified School District ("District") and The City of Madera ("City").

1. Purpose – The City and District are collaboratively considering ways to conserve water being used for landscaping at the District's campuses. The City wishes to issue a grant to the District for the installation of "advanced smart irrigation controllers" at Martin Luther King Jr. Middle School located at 601 Lilly Street, Madera, CA 93638.

2. Term - This Grant Services Agreement shall commence on _____ and shall terminate on _____ unless earlier terminated pursuant to Paragraph 8.

3. City Responsibility - The City will upon the filing by the District of a Notice of Completion of the Installation of Advanced Smart Irrigation Controllers at Martin Luther King Jr. Middle School Project ("Project") described in paragraph 1, reimburse District for all expenses necessary to complete the Project with the following limitations:

- a. Reimbursement for District internal administrative fees will be limited to \$5,000.
- b. Total reimbursement to the District is not to exceed \$100,000 for the combined reimbursement of internal administrative fees, staff labor/costs, contractor/consultant costs and equipment costs.

4. District Responsibility - District agrees to provide the following specified services:

- a. Secure the services of a qualified consultant to provide design and engineering services specific to the design, and installation of advanced central capable irrigation control equipment and necessary appurtenances.
- b. Design the system to include all of the outdoor irrigation at the Martin Luther King Jr. Middle School.
- c. Design the equipment utilized in the project to be compatible with irrigation control equipment utilized by the City for its landscape maintenance facilities.
- d. Obtain the City's review and approval of the design of the Project prior to advertising for bids to construct the project.
- e. Advertise, select a construction contractor and award the project (or perform the Project by force account) in accordance with District's standard procedure for such projects and in accordance with all local, state and federal laws governing such projects including California's prevailing wage laws.
- f. Perform project administration and inspection for the duration of the Project and verify that the system is generally installed and functioning as designed prior to final approval of the Project.
- g. Obtain City's review and approval of the project installation prior to final acceptance of project completion by District.

5. Indemnity.

District to Indemnify: 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. District shall cause any contractor or subcontractor utilized during the course of the project to indemnify City under the same provisions as apply to the District.

City to Indemnify: 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.

6. Insurance - Without limiting either party's indemnification obligations, each party represents that it is self-insured for all liability and that at all times during the term of this Agreement it shall remain self-insured to pay for

claims. Without limiting Districts' indemnification of City, and prior to commencement of Work, District shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all Subcontractors and Sub consultants of every Tier to obtain and maintain, policies of insurance of the type and amounts described herein and in form satisfactory to the City. The District agrees to procure and maintain throughout the term of this Agreement a comprehensive general liability insurance policy to protect City from damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from District responsibilities under this Agreement, whether such acts or omissions be by the District or anyone directly or indirectly employed by the District. This insurance shall name the City, and its officers, officials, employees and agents as additional insured and shall be written for not less than One Million Dollars (\$1,000,000) per occurrence, Two Million (\$2,000,000) aggregated liability coverage and One Million Dollars (\$1,000,000) for property damage. A certificate of insurance and applicable additional insured endorsements shall be filed with the City and shall provide that no changes shall be made to such insurance without thirty (30) days prior written notice to the City. Additionally, District agrees to maintain Workers' Compensation coverage as required by the State of California including a provision for waiver of subrogation in favor of the City, its officers, agents, employees, and volunteers.

7. Termination of Agreement - District and or City may terminate this Agreement for any reason upon 30 days written notice. In the event of early termination, District 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.

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

9. 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.

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

11. 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.

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

13. 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.

14. Licenses - District represents that all agents and employees of the District are licensed by the state of California, if applicable, to perform all the services required by this Agreement. District will maintain all licenses in full force and effect during the term of this Agreement. Additionally, District will only utilize consultants and contractors in the performance of the Project who are appropriately licensed to perform the applicable work.

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

16. 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.

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

18. Governing Code - 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:

City:

by: _____

Andrew J. Medellin, Mayor of City of Madera

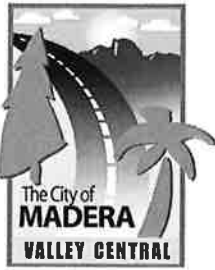
Signature

Signature

Date: _____

Date: _____

Report to City Council



Council Meeting of March 7, 2018

Agenda Item Number C-6

Approved by:

Wanda Silva
Department Director

Steve Franjo
City Administrator

- A) Review of Consultant Response to Request for Proposals to Perform a Management Employee Compensation Study from Sole Responder, Koff & Associates and Direction to Staff on Next Steps
- B) Consideration of a Resolution Approving an Agreement with Koff & Associates to Perform a Management Employee Compensation Study and Authorizing the Mayor to Execute the Agreement
- C) Consideration of a Resolution Authorizing and Approving an Amendment to the City of Madera Fiscal Year 2017/18 Budget

RECOMMENDATION

Staff requests Council review the proposal from Koff & Associates, the sole response received to the City's Request for Proposals (RFP) for consultants to perform a management employee compensation study. Staff requests that Council provide direction on next steps. If it so desires, Council may choose to approve an agreement with Koff & Associates to perform said study.

HISTORY

Due to public concern about management employee compensation, Council directed staff to seek proposals from consultants to perform a current compensation study of all City management positions. Staff published an RFP for 30 calendar days consistent with City Purchasing Policy. Notice of the RFP was published in the local paper, on the City's website and direct mailings of notification were made to fourteen (14) known consultants who perform such studies. The City received one proposal to perform the study from Koff & Associates. Koff & Associates performed the 2014 Total Compensation Study for the City of Madera. They additionally started a study in 2008 for the City, however the City terminated that project because the City's financial position at that time did not support completing the study.

At its meeting on February 21, 2018, Council entered into an agreement with Mr. Ron Manfredi to provide consulting services. Part of the defined scope of work

includes input on the parameters to be used in the study, specifically defining comparable agencies and defining elements of compensation and how they are quantified. Staff has met with Mr. Manfredi to review the City's salary and benefit structure. Mr. Manfredi plans on presenting a written report to City Administrator Steve Frazier prior to the March 21, 2018 City Council meeting containing his recommendations relating to the elements of the compensation study. Mr. Manfredi has been asked to be in attendance at the March 7, 2018 Council meeting in case Council desires his input on how to proceed in this matter.

SITUATION

Included with this staff report are the proposed agreement for services, the published RFP (begins on page 1 of Exhibit 1 to the proposed agreement) and Koff & Associates submitted proposal (begins on page 13 of Exhibit 1 to the proposed agreement).

Due to concerns that have previously been expressed by Council and the public regarding the 2014 study, staff contacted Koff & Associates to discuss methods of quantifying benefits, specifically retirement. In the 2014 study, retirement was valued as the benefit received by the employee. Staff shared with Koff & Associates the concerns that have been expressed about the difference in the value of the benefit to the employee and the actual cost of pension plans to the employer. Koff & Associates confirmed that this is a concern expressed by many of their public sector clients in more recent times, and depending on how a client directs the study to be conducted, they have reported on both the value received by the employee and the actual cost to the employer. If Koff & Associates were awarded the agreement, this along with other elements of compensation would be defined in the workshop to be held at the March 21, 2018 City Council meeting.

At this time, Council has the following options to consider:

- 1) Council may reject the proposal from Koff & Associates.
 - a) If Council rejects the proposal, staff requests Council to advise on desired next steps, which could include one of the following:
 - i) Direct staff to contact other consultants and seek their proposal or determine why they chose not to submit a proposal. Staff believes the timeline of the project may have been an issue for some consultants; the RFP specifically required the consultant to attend the March 21, 2018 Council meeting;
 - ii) Direct staff not to solicit additional proposals; or
 - iii) Other alternatives identified by Council.
- 2) Council may accept the proposal from Koff & Associates and award an agreement based on the terms of the draft agreement that was published with the RFP.
 - a) Under the terms of the RFP and Agreement, Koff & Associates would attend the March 21, 2018 City Council meeting to conduct a workshop in open

session to define comparable agencies, the elements of compensation and how those elements are quantified.

- b) Council will have the input of Mr. Manfredi for this workshop on these matters provided in a written report to the City.

If Council desires to award the agreement to Koff & Associates, Council would need to adopt the provided resolution approving the agreement and authorizing the Mayor to sign the agreement. In addition, Council would need to adopt the amendment to the Fiscal Year 2017/2018 budget to fund the study.

FISCAL IMPACT

If Council desires to award the agreement to Koff & Associates, the proposed not-to-exceed cost for the project is \$20,540. This amount is not included in the adopted budget and if the contract is awarded, a budget amendment will be required and has been provided with this report.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

Completion of a total compensation study is not addressed in the Vision Madera 2025 Plan, nor is the suggested action in conflict with the Plan.

RESOLUTION No. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA
APPROVING AN AGREEMENT WITH KOFF & ASSOCIATES FOR A TOTAL COMPENSATION
STUDY FOR MANAGEMENT CLASSIFICATIONS OF THE CITY OF MADERA AND AUTHORIZING
THE MAYOR TO EXECUTE THE AGREEMENT

WHEREAS, the City of Madera (City) published a Request for Proposals (RFP) to perform a Total Compensation Study for Management Classifications; and

WHEREAS, Koff & Associates was the sole respondent to the RFP and the submitted proposal demonstrates an ability to perform the desired consulting services; and

WHEREAS, the City desires to enter into an agreement with Koff & Associates to complete a Total Compensation Study for Management Classifications on behalf of the City.

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

1. The above recitals are true and correct.
2. The agreement with Koff & Associates to perform the City of Madera's Total Compensation Study for Management Classifications, 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 is authorized to execute the agreement on behalf of the City.
4. This resolution is effective immediately upon adoption.

* * * * *

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AUTHORIZING AND
APPROVING AN AMENDMENT TO THE CITY OF MADERA FISCAL YEAR 2017/2018 BUDGET

WHEREAS, the City Council has awarded an agreement to Koff & Associates for performance of a Total Compensation Study for Management Classifications; and

WHEREAS, funds for such a study were not originally included in the adopted budget; and

WHEREAS, the appropriation amendment to the City of Madera Fiscal Year 2017/2018 Budget, listed in Exhibit AA attached hereto, is necessary to fund the Total Compensation Study for Management Classifications and to account for the expenses.

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

1. The above recitals are true and correct.
2. The appropriation for the Total Compensation Study for Management Classifications listed in Exhibit AA, attached hereto, is approved.
3. The City Clerk is authorized and directed to forward a certified copy of the resolution to the Director of Financial Services, who is authorized to take such action as necessary to implement the terms of this resolution.
4. The resolution is effective immediately upon adoption.

EXHIBIT AA

CITY OF MADERA

Budget Appropriations: Res. 18- 3/7/2018

Budget Amendment for Fiscal Year 2017/18

FUND	ORG CODE	OBJECT CODE	DESCRIPTION	(+)	(-)
<u>Human Resources</u>					
	10201500	6440	Contracted Services	20,540	
				20,540	

CITY OF MADERA

COMPENSATION STUDY CONSULTING SERVICES AGREEMENT

THIS AGREEMENT made and entered into the 7th day of March, 2018, by and between the CITY OF MADERA, a municipal corporation of the State of California, hereinafter called "City" AND Koff & Associates, hereinafter called "Consultant";

RECITALS:

- A. The City desires to obtain market compensation information for comparison with the City's current compensation plan for management classifications.
- B. Consultant is a firm having the necessary experience and qualifications to provide such consultation services to the City.

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 Consultant as follows:

1. Services. The City hereby contracts with Consultant to provide consulting services herein set forth at the compensation and upon the terms and conditions herein expressed, and Consultant hereby agrees to perform such services for said compensation, and upon said terms and conditions. City hereby authorizes Consultant to commence work immediately upon approval of this agreement by the City Council at a regularly scheduled meeting of said governing body.

2. Obligations, duties and responsibilities of Consultant. It shall be the duty, obligation and responsibility of the Consultant, in a skilled and professional manner, to perform the consulting services in accordance with the RFP and Consultant's response to the RFP attached hereto collectively as Exhibit 1.

3. Consultant's fees and compensation: amount, how and when payable. Consultant will bill at the hourly rate of \$130.00 per hour. Consultant's not-to-exceed cost based on the project scope as defined in the RFP and Consultant's response to the RFP is a total of 158 hours or \$20,540.00. Any additional work or services beyond the proposed 158 hours to complete the defined work must be approved by the City in writing prior to conducting said work. Said hours, if approved, would be billed at the rate of \$130.00 per hour.

Billings are to be made directly to the following address:

City of Madera
Attn: Accounts Payable
205 W. 4th Street
Madera, CA 93637

4. Term of agreement. This Agreement shall be in effect starting March 7, 2018 and terminating upon completion of the project. Consultant may be contacted following submittal of the final report for clarification and consultation on information provided in said report.

5. Consultant's agreement to hold harmless and insurance requirements.

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

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

5.3. Insurance. During the term of this Agreement, Consultant shall maintain, keep in force and pay all premiums required to maintain and keep in force the policies and limits of such policies as required in 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 written agreement or it may be terminated by the City upon giving ten (10) days written notice of intent to terminate the agreement.

Notice of termination shall be mailed to the City:

City of Madera
Sonia Alvarez, City Clerk
205 W. 4th Street
Madera, CA 93637
salvarez@cityofmadera.com

To the Consultant:

Koff & Associates
Katie Kaneko, President
2835 Seventh Street
Berkeley, CA 94710

In the event of such termination, Consultant 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 Consultant 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 Consultant 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 Consultant's designated Manager and all notices and communications from the Consultant shall be to the City Clerk for distribution to the Council as a whole. All communications shall be conducted 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 and exhibits 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

Koff & Associates

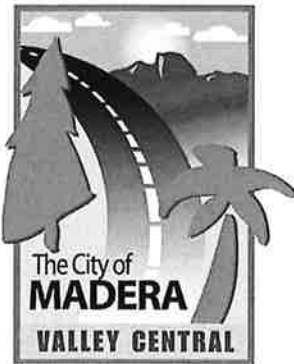
BY: _____
Name:
Title:

ATTEST:

Sonia Alvarez, City Clerk

APPROVED AS TO FORM
CITY ATTORNEY:

By: _____
Joel Brent Richardson



City of Madera
Request for Proposals
Compensation Study

City of Madera
City of Madera Purchasing-Central Supply
1030 South Gateway Drive,
Madera, California 93637
(559) 661-5463

RFP # 201718-08
Issue Date: January 23, 2018
Submission Deadline: Thursday, February 22, 2018 by 3:00 pm

PART ONE: GENERAL INFORMATION

1. Background and Objective

The City of Madera (City) is a general law City operated under the Council/Manager form of government. The City employs approximately 259 full time employees in 142 classifications. The employees are represented by 4 different bargaining units, with management employees on individual employment agreements.

Due to public concern over management compensation, the City Council desires a complete salary and benefit study be conducted for all management classifications. The study would be specific to the following classifications:

- City Administrator
- City Clerk
- City Attorney
- Director of Community Development
- Director of Human Resources
- Grant Administrator
- Information Services Manager
- Director of Financial Services
- City Engineer
- Chief Building Official
- Planning Manager
- Public Works Operations Director
- Director of Parks and Community Services
- Police Chief

Specific information on the City's existing classification plan and salary schedule can be found on the City's website www.cityofmadera.ca.gov/compensation.

2. Submission of Proposal

One (1) original and twelve (12) copies of the proposal shall be submitted. The original must be unbound and fastened with a removable clip. Copies may be in color or black and white, and should be fastened with a single staple. A complete proposal should also be provided on CD or USB memory stick that contains the entire proposal in one pdf document. All proposals must be sealed and will not be opened until after the closing date for receipt of proposals. Proposals will remain confidential until the City has reviewed all of the proposals submitted and a notice of intent to award a contract has been released.

All proposals must be delivered to Rosa Hernandez, Interim Procurement Services Manager, City of Madera, Purchasing-Central Supply, 1030 South Gateway Drive, Madera, California 93637. Proposals must be received by 3:00 pm Thursday, February 22, 2018. Proposals received after the filing deadline will be returned to the proposer.

unopened. The opening of any proposal shall **NOT** be considered as acceptance of the proposal as a responsive proposal.

The entire proposal (1 unbound original, 12 copies and 1 digital copy) must be submitted in one sealed envelope. 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: Compensation Study

RFP No.: 201718-08

Filing Deadline: Thursday, February 22, 2018 by 3:00 pm

Proposals shall be prepared and submitted in accordance with the requirements set forth in this document. All proposals must be complete and must address concisely and clearly all information requested in the RFP.

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.

Evaluation of proposals and consideration of award of an agreement will be conducted by the City Council in open session of a scheduled City Council meeting. All documents provided by any bidders shall become public record in their entirety and subject to disclosure. 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.

The City of Madera is an Equal Opportunity Employer and no proposal shall be rejected on the basis of race, color, religious creed, ancestry, national origin, age, sex (includes sexual harassment), pregnancy (childbirth or related medical conditions), marital status, sexual orientation (heterosexuality, homosexuality and bisexuality), medical condition (cancer and genetic characteristics), mental or physical disability (includes HIV and AIDS), political affiliation/opinion, Veteran's status, or request for family medical leave.

The City reserves the right to make a written or verbal request for additional information from a bidder to assist in understanding or clarifying a proposal.

There is no expressed or implied obligation for the City to reimburse responding firms for any expenses incurred in preparing proposals in response to this request or participating in the consultant selection process.

Key Dates:

Deadline for Questions and Inquiries: Wednesday, February 14, 2018 by 3:00 p.m.

Submission Deadline: Thursday, February 22, 2018 by 3:00 pm

City Council Evaluation of Proposals: March 7, 2018

Anticipated Proposed Agreement to City Council for Consideration: March 14, 2018

3. Scope of Services

The City is seeking a consultant to conduct a compensation study for the City of Madera. The City is particularly interested in a consultant with demonstrated public sector experience to appropriately capture and value all elements of employee salary and benefits.

A. Required Tasks

1. Conduct a workshop with the City Council in open session at a scheduled City Council meeting to evaluate and determine appropriate comparable agencies, to include public comment.
2. Conduct a workshop (may be the same date as workshop identified in Task 1) with the City Council in open session at a scheduled City Council meeting to define the elements of total compensation to be included in the study.
3. Conduct a workshop (may be the same date as workshop identified in Task 1) with the City Council in open session at a scheduled City Council meeting to define how compensation elements will be valued to provide appropriate comparison (for example, tiered retirement system or different retirement formulas).
4. Contact identified comparable agencies to develop compensation data for comparison.

B. Deliverables

1. Progress reports on project status must be submitted in writing via email every 2 weeks once an Agreement has been awarded. Such reports should be directed to Sonia Alvarez, City Clerk, at salvarez@cityofmadera.com for distribution to the City Council.
2. Hold workshop for Required Tasks 1-3 with City Council in open session no later than the March 21, 2018 City Council meeting.
3. Draft compensation study report to be reviewed with the City Council in open session. Time is of the essence and every effort should be made to complete the initial draft as soon as is practicable after the March 21, 2018 workshop. The City shall be provided with both an electronic and thirteen (13) hard copy draft reports.
4. Final compensation study report to be reviewed with the City Council in open session at a City Council meeting. Time is of the essence and every effort should be made to present the final draft as soon as practicable after review of the draft study report with the City Council. The City shall be provided with both an electronic and thirteen (13) hard copy final reports. The final report should also include a description of the general methodology utilized to calculate the various elements of compensation and an analysis of where Madera lies with regard to the defined comparable market.

4. Contract Award

Issuance of the RFP and receipt of proposals does not commit the City to award a contract. 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.

Any agreement resulting from this RFP will be signed only after successful negotiation of contract terms and conditions and all applicable procedural requirements have been met.

An award under this RFP will not be based solely on the lowest price. If an award is made, it will go to the bidder(s) with the best overall proposal. The successful proposal will be competitively priced and provide for adequate service to meet the City's needs.

The City Council will review and evaluate all qualified proposals in open session at the March 7, 2018 City Council meeting and make a determination based on their evaluation of which consultant best meets their need. The City Council may conduct telephonic interviews with top ranked candidates as well as reference checks. The City Council may also desire for select firms to attend a scheduled meeting of the City Council for an in-person presentation and/or interview. The City Council regularly meets on the first and third Wednesday of each month at 6:00pm. The City Council reserves the right to call a special meeting if necessary on a day other than a regular meeting date.

5. Questions and Inquiries

Questions concerning this RFP may be submitted in writing no later than 3:00 p.m. Wednesday, February 14, 2018 to:

Rosa Hernandez
Interim Procurement Services Manager
City of Madera Purchasing-Central Supply
1030 South Gateway Drive,
Madera, California 93637
E-mail: rhernandez@cityofmadera.com

All questions and responses will be published with the RFP document on the City's website. Documents, amendments, addenda, etc. will be posted to the City website at <https://www.cityofmadera.ca.gov/purchasing> under Bid Announcement & Results.

PART TWO: PROPOSAL PREPARATION AND CONTENT

1. Overall Presentation

Proposals must be submitted on 8 ½" by 11" paper with all segments attached in one package. Proposals must be typed and must not include any unnecessary, elaborate, promotional or display materials. Proposals should be clear and concise. Pages must be numbered at the bottom of the page. All content must pertain to the requirements of this RFP. The entire proposal (1 unbound original, 12 copies and 1 digital copy) must be submitted in one sealed envelope clearly marked on the outside that it is in response to the Compensation Study RFP.

2. Title Page

The proposal must have a title page which indicates the name of the company, principal business address, name of the proposal, and the date of the proposal.

3. Table of Contents

The proposal must contain a table of contents listing major topics and relevant page numbers.

4. Transmittal Letter

The proposal must include a transmittal letter that states the company's objective, why the company should be selected, the company's commitment to the City of Madera, the unique aspects of the proposal, and must be signed by a person who is duly authorized to bind the company to an agreement.

5. Company Profile

In this section, please describe your organization; identify key personnel to be assigned to the City, including name, title, telephone number(s), and experience; and describe your company's experience in providing similar services to other public agencies.

6. Proposed Method of Performance

Please provide information on how your company intends to provide its services to the City if awarded the contract. Services provided must meet the minimum guidelines provided in the Scope of Services of this RFP. The following topics must be addressed:

- Your approach and methodology for identifying comparable employers for the compensation study.
- Your approach and methodology to determine components of total compensation, including a list of components your organization generally considers when calculating total compensation.
- Your approach and methodology to normalize components of compensation across employers (i.e. how do you address tiered retirement systems and make an apples to apples comparison of one benefit level to another?).
- Your approach and methodology to determine appropriate positions with comparable employers for benchmark analysis.

- Projected timeline for completion of the project. Time is of the essence and consultants are encouraged to provide a realistic, yet expeditious, timeline for completion of the project.
- Methods, frequency, and extent to which customer satisfaction is measured and reported.

7. Cost Outline

Please provide your proposed fee schedule, payment provisions expected, and estimated expenses. The fee schedule should provide a cost outline for specific services to be provided as requested in this RFP and any other services your firm provides that you feel may be beneficial to the City of Madera.

8. Equal Opportunity Employer Status

Please provide a statement as to whether your organization meets state and federal standards regarding equal opportunity employment laws and regulations. Also provide information as to whether there is any current litigation pending alleging a violation of state or federal fair employment provisions.

9. Proof of Insurance

The proposal must include the name of the consultant's insurance carrier, the policy coverages and limits, and expiration dates.

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

Without limiting Consultant's indemnification of City, upon contract award 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:

- **\$1,000,000 General Liability** (including operations, products and completed operations) per occurrence, \$2,000,000 general aggregate, for bodily injury,

personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO form CG 20 10 that the City and its officers, officials, employees and agents shall be additional insureds under such policies.

- **\$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.

10. City of Madera Business License Status

Prior to beginning any work, or delivering any equipment or material to be furnished 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) 661-5408. Should the bidder already have his/her license, please include a copy with your submittal.

11. References

Please provide the company name, contact person, and telephone number for at least five recent customers that the City may contact regarding your company's services.


12. Sample Agreement

A sample agreement is provided with this RFP as Exhibit A. Please indicate any changes or modifications you would require to the agreement should you be selected as the consultant of choice.

ADDENDUM NO. 1

**RFP #201718-08
Compensation Study**

Dated: 02/02/2018

Issued by: 
Rosa Hernandez, Procurement Services Manager
CITY OF MADERA
Purchasing – Central Supply
1030 South Gateway Drive
Madera, CA 93637

The foregoing documents are amended in the respects as herein set forth. This addendum and the amendments herein shall become part of said documents and of any contract entered into pursuant to said documents.

1. Remove last sentence from Part 1, Section 2, 1st paragraph – “Proposals will remain confidential until the City has reviewed all of the proposals submitted and a notice of intent to award a contract has been released.”

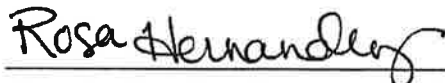
Purchasing – Central Supply 559/661-5463 fax.- 559/661-0760

End of Addendum No. 1.

ADDENDUM NO. 2

**RFP #201718-08
Compensation Study**

Dated: 02/15/2018

Issued by: 
Rosa Hernandez, Procurement Services Manager
CITY OF MADERA
Purchasing – Central Supply
1030 South Gateway Drive
Madera, CA 93637

The foregoing documents are amended in the respects as herein set forth. This addendum and the amendments herein shall become part of said documents and of any contract entered into pursuant to said documents.

1. Add to list of classifications from Part 1, Section 1, 2nd paragraph – “Director to the Successor Agency to the Former Madera Redevelopment Agency.”

Purchasing – Central Supply 559/661-5463 fax.- 559/661-0760

End of Addendum No. 1.

February 22, 2018 – RFP #201718-08

Proposal for a Total Compensation Study for Management Classifications

City of Madera

Submitted by:

Koff & Associates

GEORG S. KRAMMER
Chief Executive Officer

2835 Seventh Street
Berkeley, CA 94710
www.KoffAssociates.com

gkrammer@koffassociates.com

Tel: 510.658.5633

Fax: 510.652.5633

February 22, 2018

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

Dear Ms. Hernandez:

Thank you for the opportunity to respond to your Request for Proposals, #201718-08, for a Total Compensation Study, covering fourteen (14) management classifications, for the City of Madera ("City"). We are most interested in assisting the City with this important new study and feel that we are uniquely qualified to provide value to your organization based on our experience working with other cities, counties, JPAs, and non-profit agencies throughout California, and of course, our previous experience working with the City of Madera on other studies.

Koff & Associates is an experienced Human Resources consulting firm that has been providing human resources consulting services to cities, counties, special districts, courts, educational institutions, and other public agencies for thirty-four (34) years. The firm has achieved a reputation for working successfully with management, employees, and governing bodies. We believe in a high level of dialogue and input from study stakeholders and our proposal speaks to that level of effort. That extra effort has resulted in close to *100% implementation* of all of our studies. Please see www.koffassociates.com/our-clients, for a complete list of all the cities and towns, special districts, etc., for whom we have provided similar services over our firm's 34-year history.

Koff & Associates ensures that each of our projects is given the appropriate resources and attention, resulting in a high level of quality control, excellent communication between clients and our office, commitment to meeting timelines and budgets, and a consistently high-caliber work product.

As President of the firm, Katie Kaneko would once again assume the role of Project Director and be responsible for the successful completion of the project. She can be reached at our Berkeley office, (510) 658-5633, and at the following email: kkaneko@koffassociates.com. If you wish to reach me, I can also be reached at our Berkeley address and the same phone number as given above and listed on the cover page. My email is gkrammer@koffassociates.com.

This proposal will remain valid for at least ninety (90) days from the date of submittal. Please call if you have any questions or wish additional information. We look forward to the opportunity to once again provide professional services to the City of Madera.

Sincerely,



Georg S. Krammer
Chief Executive Officer

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COMPANY PROFILE

Koff & Associates ("K&A") is a full-spectrum, public-sector human resources consulting firm that was founded in 1984 by Gail Koff; K&A has been assisting cities, counties, special districts, other public agencies, and non-profit organizations with their classification and compensation needs for thirty-four (34) years.

We are a private California corporation, #2785458, and our legal name is Kaneko & Krammer Corp. dba Koff & Associates, Inc. We were incorporated on September 23, 2005. Our headquarters are in Berkeley, CA, and we have satellite offices in Southern California, the Central Valley, and the Sacramento Region. We are a California State-certified Small Business Enterprise, and through the County of Alameda, we are also a locally certified Local, Small Local, and Very Small Local Business Enterprise.

We are familiar with the various public sector organizational structures, agency missions, operational and budgetary requirements, and staffing expectations. We have extensive experience working in both union and non-union environments (including service as the management representative in meet & confer and negotiation meetings), working with City Councils, County Commissions, Boards of Directors, Boards of Supervisors, Boards of Trustees, Merit Boards, and Joint Power Authorities.

The firm's areas of focus are classification and compensation studies (approximately 70% of our workload); organizational development/assessment studies; performance management and incentive compensation programs; development of strategic management tools; policy/procedure development and employee handbooks; training and development; executive search and staff recruitments; public agency consolidations and separations; Human Resources audits; and serving as off-site Human Resources Director for smaller public agencies that need the expertise of a Human Resources Director but do not need a full-time, on-site professional.

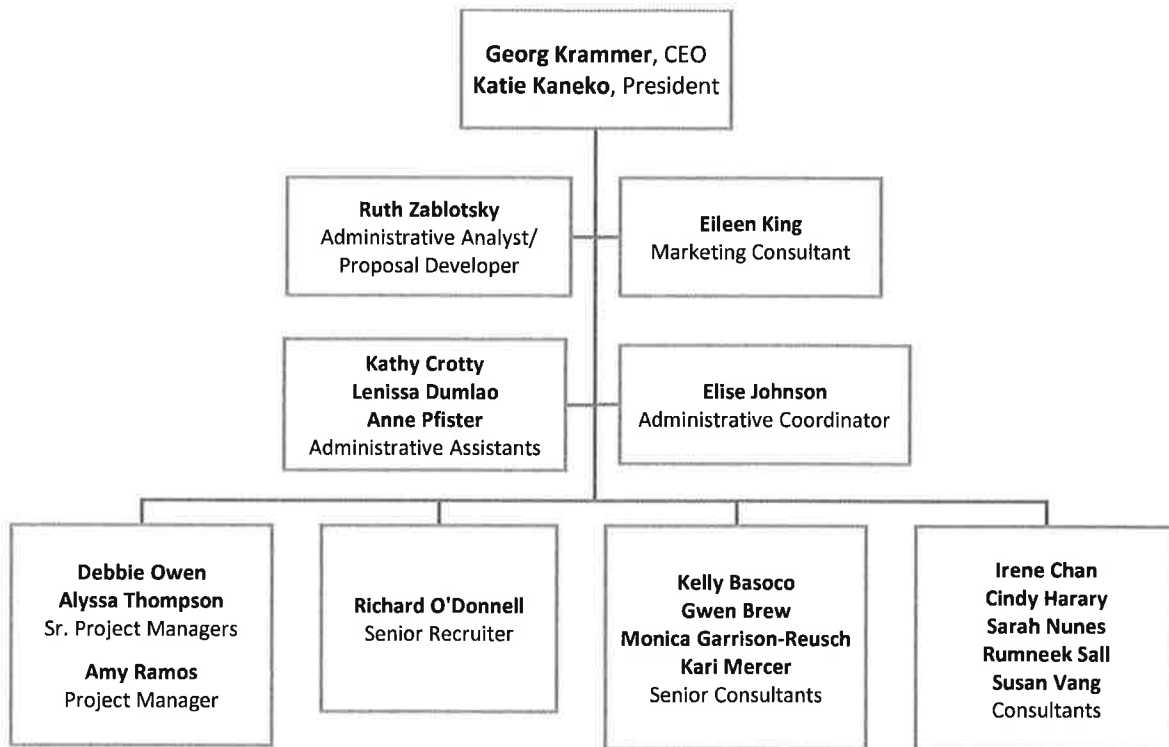
Without exception, all of our studies have successfully met all of our intended commitments; communications were successful with employees, supervisors, management, and union representatives; and we were able to assist each agency in successfully implementing our recommendations. All studies were brought to completion within stipulated time limits and proposed budgets.

Our long list of clients is indicative of our firm's reputation as being a quality organization that can be relied on for producing comprehensive, sound, and cost-effective recommendations and solutions. K&A has a reputation for being "hands on" with the ability and expertise to implement its ideas and recommendations through completion in both union and non-union environments.

K&A relies on our stellar reputation and the recommendations and referrals of past clients to attract new clients. Our work speaks for itself and our primary goal is to provide professional and technical consulting assistance with integrity, honesty and a commitment to excellence.

We are very proud of the fact that we have not had any formal appeals in our entire history, working with hundreds of public agency clients and completing hundreds of classification and/or compensation, organizational, and other types of studies.

Our entire team consists of twenty-one (21) employees as shown below in our organizational chart.



No subcontractors will be assigned to this study.

TEAM MEMBER QUALIFICATIONS

All members of our team have worked on multiple total compensation studies and are well acquainted with the wide array of public sector organizational structures, compensation structures, classification plans, as well as the challenges and issues that arise when conducting studies such as this one for the City.

Following are short biographies of the specific staff who will be assigned to this study (their full résumés may be found in the Appendix):

Catherine "Katie" Kaneko, C.P.A., P.H.R.
President

Katie is one of the two principals of Koff & Associates. She brings 25 years of management-level human resources and consulting experience to K&A. She has extensive experience in classification analysis and evaluation techniques, compensation, performance incentive programs, recruitment, and organizational studies.

Armed with her Bachelor of Business Administration degree, and as a CPA (Certified Public Accountant), Katie began her career in an international accounting/consulting firm. She transitioned into Human Resources within the firm to become the Human Resources Director of the San Francisco office. She next moved into the high-tech industry where she served in leadership positions for high-growth companies, startup firms, and organizations in transition. Katie then moved to the public sector, joining K&A in 2003 and has been the firm's President since 2005; over the last fifteen (15) years, she has overseen hundreds of compensation, classification, organizational and other studies for cities, counties, and special districts throughout California.

Agencies for whom classification and/or compensation studies, or HR Services (such as organizational assessments, executive performance evaluations, etc.) were led by Katie, as Project Director, during the past two (2) years, include, but are not limited to, the following:

- **Cities:** Calistoga, Carmel, Coachella, Crescent City, Cupertino, Dinuba, Fairfield, Galt, Hayward, Morgan Hill, Newman, Palo Alto, Piedmont, Sacramento, San Pablo, Santa Rosa, Seaside, Sonoma, Tracy.
- **Counties:** El Dorado, Merced, and Tuolumne.
- **Special Districts:** California State Auditor's Office, Castro Valley Sanitary District, Central Fire District of Santa Cruz County, Coastsides County Water District, Contra Costa County Employees' Retirement Association, Cosumnes Community Services District, Discovery Bay Community Services District, Dublin San Ramon Services District, East Palo Alto Sanitary District, Encina Waste Water Authority, Fairfield Suisun Sewer District, First 5 Santa Clara, Hartnell College, Indian Wells Valley Water District, Mendocino Coast Recreation & Park District, Midpeninsula Regional Open Space District, Monterey Regional Water Pollution Control Agency, Mt. View Sanitary District, Municipal Pooling Authority, North Coast County Water District, Northern California Power Agency, Oakland Housing Authority, Public Agency Risk Sharing Authority of California, Rancho Murieta Community Services District, Retirement Office of City of San José, Salinas Valley Solid Waste Authority, San Francisco County Transportation Authority, Santa Clara Valley Open Space Authority, Santa Clara Valley Water District, Solano Transportation Authority, Sonoma County Open Space District, Superior Court of San Joaquin County, Travis Unified School District, and West Valley Sanitation District of Santa Clara County.

Katie will be key personnel and serve as the Project Director for this project; she will coordinate all of K&A's efforts, will attend all meetings with the City, and will be responsible for all work products and deliverables.

Kari Mercer, B.S.
Senior Consultant

Kari's professional qualifications include over ten (10) years of experience in the Human Resources field, including work in classification and compensation, employee relations, and recruitment and examination. Her experience includes both private and public sector Human Resources work for the County of Madera, County of Fresno, and Macy's. She gained experience in classification and compensation, labor relations,

MOU administration, policy development and administration, recruitment and examination, and general human resources administration.

As a Human Resources Consultant for another private human resources consulting firm she specialized in conducting classification and compensation studies for multiple public sector agencies, such as: Cities of Anaheim, Concord, Palmdale, Redding; Counties of Lake, Madera, Monterey, and Sacramento; and special districts such as: California Joint Powers Risk Management Authority, East Bay Regional Park District, Elk Grove Water District, San Diego Association of Governments, San Francisco Municipal Transportation Agency, and Ventura Regional Sanitation District. Additionally, Kari has consulted for out-of-state clients in Maryland, New Mexico, and Texas.

Since joining Koff & Associates, Kari has worked on a variety of Classification and Compensation projects for:

- Cities of: Anaheim, Arroyo Grande, Hayward, Pleasant Hill, Redwood City, San Pablo, Santa Clara, Saratoga, Seal Beach, Seaside, and Vallejo.
- Counties of: El Dorado, Merced, and Orange.
- Special Districts: Cosumnes Community Services District; First 5 of Alameda County; Foothill-DeAnza Community College District, Livermore Area Recreation and Park District; Mendocino Coast Recreation and Park District; Port of Oakland; Santa Clarita Valley Water District (previously named Castaic Lake Water District - renamed Jan. 2018); Sweetwater Authority; Travis Unified School District; and Truckee Sanitary District.

She earned her B.S. degree in Business Administration with an emphasis on Human Resources Management at California State University, Fresno. Kari serves as a Personnel Commissioner for the City of Clovis, is a member of IPMA-HR where she serves on the Government Affairs Taskforce, and is a member of Central California SHRM.

Kari will provide consultant support throughout this effort, including compensation analysis, internal job analysis, development of recommendations, and implementation strategies.

PROPOSED METHOD OF PERFORMANCE

EXECUTIVE SUMMARY

The City of Madera ("City") desires human resources consulting assistance to conduct an objective analysis of the current total compensation (salary and benefits) practices for all management classifications, of which there are fourteen (14):

1. City Administrator;
2. City Clerk;
3. City Attorney;
4. Director of Community Development;
5. Director of Human Resources;
6. Grant Administrator;
7. Information Services Manager;
8. Director of Financial Services;
9. City Engineer;
10. Chief Building Official;
11. Planning Manager;
12. Public Works Operations Director;
13. Director of Parks and Community Services; and
14. Police Chief.

The purpose of the study is to conduct a review of the City's management compensation structure for the studied classifications and to conduct a total compensation market survey (salaries plus benefits) using a set of appropriate comparator agencies. Note: the study we conducted for the City in 2015 used the following comparator agencies:

1. City of Ceres;
2. City of Clovis;
3. City of Fresno;
4. City of Hanford;
5. City of Lodi;
6. City of Manteca
7. City of Merced;
8. City of Porterville;
9. City of Tulare; and,
10. City of Turlock.

It is our understanding that the City wishes to analyze potentially new comparator agencies and hold a workshop with the City Council in an open session to evaluate and determine appropriate comparable agencies, including public comment.

APPROACH

The identification of new comparator agencies, benchmark classifications, and benefits to be collected is an iterative process that includes all stakeholders. We have found this open discussion philosophy to be critical to our success for organizational buy-in. Once the external data development is completed, we will make specific recommendations for internal equity for non-benchmarked classifications and classifications without a large enough market sampling.

The compensation study will contain specific recommendations regarding the integration of all study classifications into the City's compensation structure, with the goal of developing a clearly designed, internally equitable format that is flexible for career opportunity and future growth. Our study will make recommendations regarding a salary structure that takes the City's compensation preferences into consideration as well as the appropriate placement of each management classification on the City's salary schedule.

The study includes a significant number of meetings with the Study Project Team, Human Resources, employees, and City Council, as desired. We have expertise in labor/management relations and understand the importance of active participation by all stakeholders to ensure a successful outcome. The meetings and "stakeholder touch-points" that we recommend ensure understanding of the project parameters, enhance accurate intake and output of information, and create a collaborative and interactive approach that will result in greater buy-in for study recommendations. This interactive approach, although time-consuming, has resulted in almost 100% implementation success of K&A's studies.

Total Compensation Study Objectives

- To review and understand all current documentation, rules, regulations, policies, procedures, budgets, class descriptions, organizational charts, memoranda of understanding ("MOU"), personnel policies, wage and salary schedules, and related information so that our recommendations can be operationally incorporated with a minimum of disruption;
- To conduct start-up Study Project Team meetings with management, study project staff, and other stakeholders to discuss any specific concerns with respect to the development of compensation recommendations; finalize study plans and timetables; conduct employee orientation sessions with management and staff in order to educate and explain the scope of the study and describe what are and are not reasonable study expectations and goals;
- To make recommendations regarding a list of appropriate comparator agencies, benchmark classifications, and benefits to be collected prior to beginning the compensation study;
- To collect accurate salary and benefit data from the approved group of comparator agencies and to ensure that the information is analyzed in a manner that is clear and comprehensible to the Study Project Team, Human Resources, management, the governing body, and employees;

- To carefully analyze the scope and level of duties and responsibilities, requirements for successful work performance, and other factors for survey classes according to generally accepted compensation practices;
- To review the City's compensation structure and practices and develop compensation recommendations that will assist the City in recruiting, motivating, and retaining competent staff;
- To develop a compensation structure that meets all legal requirements, is totally non-discriminatory, and easily accommodates organizational change, growth, and operational needs;
- To develop solutions that address pay equity issues, analyze the financial impact of addressing pay equity issues, and create a market adjustment implementation strategy supporting the City's goals, objectives, and budget considerations;
- To evaluate benefit offerings in the labor market and make recommendations for better alignment and/or different benefit offerings as indicated by the analysis and best practices;
- To create a comprehensive final report summarizing the compensation study approach and methodology, analytical tools, findings, and recommended compensation structure;
- To recommend appropriate internal salary relationships and allocate classes to salary ranges in a comprehensive salary range plan;
- To work collaboratively and effectively with the City and its stakeholders while at the same time maintaining control and objectivity in the conduct of the study;
- To document all steps in the process and provide documentation and training for Human Resources and other staff, as appropriate, in compensation analysis methodologies so that the City can integrate, maintain, administer, and defend any recommended changes after the initial implementation; and
- To provide effective ongoing communications throughout the duration of the project and continued support after implementation.

METHODOLOGY and DELIVERABLES

Deliverable A: Meetings with the Study Project Team and Management Staff for Review of Process, Products and Documents Required

During the initial meeting with the Study Project Team, we will discuss the compensation study factors that need to be agreed upon. This task includes identifying the City's Study Project Team (Human Resources, etc.), contract administrator, and reporting relationships. Our team will conduct an orientation and briefing session with the Study Project Team to explain process and methodology; create the specific work plan and work schedule; identify subsequent tasks to be accomplished; reaffirm the primary objectives and specific end products; determine deadline dates for satisfactory completion of the overall assignment; determine who will be responsible for coordinating/scheduling communications with employees, managers, and stakeholders; and develop a timetable for conducting the same.

Included in this task will be the gathering of written documentation, identifying current incumbents, and assembling current class descriptions, organizational charts, salary schedules, budgets, employment

contracts, personnel policies, previous compensation studies, and any other relevant documentation to gain a general understanding of City operations.

City terminology and methods of current compensation procedures will be reviewed and agreed to. We will discuss methodology, agree to formats for compensation results, confirm appropriate comparator agencies, benchmark classifications, and benefits to be surveyed for compensation survey purposes. We will respond to any questions that may arise from the various stakeholders.

Deliverable B. List of Comparator Agencies, Benchmark Classifications, and Benefits to be Collected

During the initial meeting with the Study Project Team, we will discuss and agree to the compensation study factors. We will determine appropriate comparator agencies that will be included in the external market survey, which will be the foundation of ensuring that the agencies' salaries for the studied classifications are competitively aligned with the external labor market. We will also confirm those classifications that will be surveyed in the market (i.e., benchmark classifications. Finally, we will determine the list of benefits that the City wants to include in the total compensation data gathering process.

1. Determination of Comparator Agencies

The selection of comparator agencies is a critical step in the study process. We typically use the following factors to identify appropriate comparators and will receive approval before proceeding with the total compensation survey.

Our recommended methodology is that we involve the City Council, management, Human Resources, and employee representation in the decision-making process of selecting which comparable agencies are included, **PRIOR** to beginning the study. Our experience has shown that this is the most successful approach and the City's wish for the consultant to conduct a workshop with the City Council to evaluate and determine appropriate comparator agencies follows K&A's methodology of inclusion and transparency. The factors that we typically review when selecting and recommending appropriate comparator agencies include:

- **Organizational type and structure** – While various organizations may provide overlapping services and employ some staff having similar duties and responsibilities, the role of each organization is somewhat unique, particularly in regard to its relationship to the citizens it serves and level of service expectation. During this iterative process, the City's current/previous list of comparators and the advantages/disadvantages of including them or others will be discussed.
- **Similarity of population served, City demographics, City staff, and operational budgets** – These elements provide guidelines in relation to resources required (staff and funding) and available for the provision of services.
- **Scope of services provided** – While having an organization that provides all of the services at the same level of citizen expectation is ideal for comparators, as long as the *majority* of services are provided in a similar manner, sufficient data should be available for analysis.
- **Labor market** – The reality of today's labor market is that many agencies are in competition for the same pool of qualified employees. Individuals often do not live in the community they

serve. Therefore, the geographic labor market area (where the City may be recruiting from or losing employees to) will be taken into consideration when selecting potential comparator organizations.

- **Cost-of-living** – The price of housing and other cost-of-living related issues are some of the biggest factors in determining labor markets. We will review overall cost-of-living of various geographic areas, median house prices, and median household incomes to determine the appropriateness of various potential comparator agencies.

We typically recommend using ten to twelve (10-12) comparator agencies in order to achieve statistical significance but are flexible and can easily use a different approach based on the City's preferences. Per the City wishes, the workshop with the City Council will also include public comment on the topic of comparator agencies.

2. Determination of Benchmark Classifications

The compensation study includes the following classifications (per RFP):

- 1) City Administrator;
- 2) City Clerk;
- 3) City Attorney;
- 4) Director of Community Development;
- 5) Director of Human Resources;
- 6) Grant Administrator;
- 7) Information Services Manager;
- 8) Director of Financial Services;
- 9) City Engineer;
- 10) Chief Building Official;
- 11) Planning Manager;
- 12) Public Works Operations Director;
- 13) Director of Parks and Community Services; and
- 14) Police Chief.

3. Determination of Salary and Benefits Data to Be Collected

In addition to base salaries, benefit data elements for a total compensation study normally include at least the following (which are generally available to all staff in a specific job classification):

- **Monthly Salary** – The top of the normal, published salary range. All figures are presented on a monthly or annual basis. We normalize the salary data to reflect number of hours in the work week and/or roll-up of retirement or other benefits in base salaries.
- **Employee Retirement** – This includes two figures: the amount of the employee's State or other public or private retirement contribution that is contributed by the agency and the amount of the agency's Social Security contribution.
- **Retiree Healthcare** – With healthcare costs rising and retiree healthcare and liabilities increasing for many public agencies, we also collect this information.
- **Insurance** – This typically includes Health, Dental, Vision, Life, Long-Term Disability, Short-Term Disability, and other insurance coverage.

- **Leave** – Other than sick leave, which is usage-based, leave is the amount of days off for which the organization is obligated. All days will be translated into direct salary costs.
 - ❖ **Vacation:** The number of vacation days available to all employees after five (5) years of employment.
 - ❖ **Holidays:** The number of holidays (including floating) available to the employee on an annual basis.
 - ❖ **Administrative/Personal Leave:** Administrative leave is normally the number of days available to management staff to compensate for the lack of payment for overtime. Personal leave may be available to other groups of employees to augment vacation or other time off.
- **Deferred Compensation** – We report any employer contribution made on the employee's behalf, whether dollar amount or percentage of salary, that does not require an employee-matching contribution. We can also report employer contributions that do require an employee match and would do so as a separate report.
- **Other** – This category includes any other benefits that are available to all employees within a classification and not already specifically detailed.

During the above-mentioned workshop with the City Council, K&A will facilitate a discussion to define the elements of total compensation to be included in the study and how those elements will be valued to provide appropriate apples-to-apples comparisons across all surveyed agencies.

This discussion will include our methodology to normalize all survey data when it comes to, for example, the various CalPERS retirement benefits that now exist at public agencies. With many of our surveys, a point of comparison is chosen, depending on what the client agency is trying measure. Many choose the classic PERS plan because it measures competitiveness when it comes to attracting new employees from other agencies who are already classic PERS members. Other agencies want to measure what current employees actually receive in terms of compensation. Especially when the vast majority of employees is still enrolled in the "pre-classic" plan, for example, the client may choose to evaluate each comparator agency at that level. Yet another option, of course, is to run several different scenarios with the market data we collect in order to provide the client with as much information, data, and options for decision making as possible.

These and other topics will be part of the discussion K&A will facilitate during the City Council workshop and we ensure approval of all survey elements before we start the data collection process.

Deliverable C. Data from Comparators

K&A does not collect market compensation data by merely sending out a written questionnaire. We find that such questionnaires are often delegated to the individual in the department with the least experience in the organization and given a low priority. Our experienced compensation analysts conduct all of the data collection and analysis to ensure validity of the data and quality control. This approach also ensures that we compare job description to job description and not just job titles, therefore ensuring true "matches" of at least 70%, which is the percentage we use to determine whether to include a comparator classification or not. Our job analysis method is the whole position analysis approach. Objective factors in the whole position classification methodology include:

1. Education, Training, and Certifications/Licenses
2. Required Experience
3. Problem Solving/Ingenuity
4. Attention/Stress (Concentration/Time Pressure & Interruptions)
5. Independence of Action/Responsibility
6. Contacts with Others/Internal/External
7. Supervision Received and/or Given to Others
8. Consequences of Action/Decisions Made on the Job
9. Equipment Used
10. Working Conditions
11. Physical/Mental Demands

Our analysis will include written documentation of our assessment methodology and assessment for each position surveyed.

We typically collect classification descriptions, organization charts, salary schedules, personnel policies, MOUs, and other information via website, by telephone, or by an onsite interview. With the prior knowledge from the data gathered directly from each comparator agency and our experience in the public sector human resources field, our professional staff makes preliminary “matches” and then schedules appointments by telephone, or sometimes in person, with knowledgeable individuals to answer specific questions. We find that the information collected using these methods has a very high validity rate and allows us to substantiate the data for employees, management, and governing bodies.

Deliverable D. Analysis and Preliminary Review of Data

Data will be entered into spreadsheet format designed for ease of interpretation and use. The information will be presented in a format that will identify the comparator positions used for each classification comparison. Information will be calculated based upon both average and median figures allowing the City to make informed compensation decisions. Other elements of the compensation survey report are agencies surveyed; comparable class titles; salary range maximum/control point; number of observations; and percent of the City’s salary range is above/below the market values. In addition, we will include any type of statistical representation and analysis that the City desires such as 60th, 70th, or any other percentiles.

Benefits data will be displayed in an easy-to-read format. You will receive three sets of spreadsheets per classification, one with base pay, one with the benefits detail, and one with total compensation statistical data. In addition, we are often asked to collect “other” benefits (as listed in the benefits section above), which we typically report on a separate spreadsheet. Benefits can be displayed to represent a variety of different scenarios when it comes to different pension plans or other benefits the City wants to include or exclude to review different cost scenarios.

Deliverable E. Draft Compensation Findings/Additional Analysis/Study Project Team Meetings

We distribute our draft findings to the Study Project Team. After their preliminary review, K&A will meet with the Study Project Team and other stakeholders (including management, employees, and Human

Resources) to clarify data, to receive requests for reanalysis of certain comparators, and to answer questions and address concerns. This provides an opportunity for the Study Project Team and other stakeholders to review and question any of our recommended benchmark comparator matches. If questions arise, we conduct follow-up analysis to reconfirm our original analysis and/or make corrections as appropriate.

Deliverable F. Analysis of Internal Relationships and Alignment

To determine internal equity for all studied positions, considerable attention will be given to this phase of the project. It is necessary to develop an internal position hierarchy based on the organizational value of each classification. Again, we utilize the whole position analysis methodology as described earlier, in Deliverable C.

By reviewing those factors, we will make recommendations regarding vertical salary differentials between classes in a class series (if recommended), as well as across departments. This analysis will be integrated with the results of the compensation survey and the City's existing compensation plan.

The ultimate goal of this critical step in the process is to address any potential internal equity issues and concerns with the current compensation system, including compaction issues between certain classifications. We will create a sound and logical compensation structure for the various levels within each class series, so that career ladders are not only reflected in the classification system but also in the compensation system, with pay differentials between levels that allow employees to progress on a clear path of career growth and development. Career ladders will be looked at vertically, as well as horizontally, to reflect the City's classification structure.

Deliverable G. Compensation Structure and Implementation Plan

Depending on data developed as a result of the internal analysis, we will review and make recommendations regarding internal alignment and the salary structure (set of salary ranges, salary differentials, steps within ranges, and/or alternative compensation plans) within which the classes are allocated, based upon the City's preferred compensation model. In addition, we will develop externally competitive benefit comparisons for all classifications. Finally, we will develop a proposed implementation plan based on the study results and recommendations.

We will conduct a competitive pay analysis using the market data gathered to assist in the determination of external pay equity and the recommendation of a new base compensation structure. We will conduct a comparative analysis to illustrate the relationships between current pay practices and the newly determined market conditions and develop solutions to address pay equity issues, analyze the financial impact of addressing pay equity issues, and create a market adjustment implementation strategy supporting City goals, objectives, and budget considerations. We will develop recommendations covering special compensation issues such as salaries above the maximum; seniority; promotions; maintenance of the salary schedules; etc.

Draft recommendations will be discussed with the Study Project Team and management for discussions and decisions on overall pay philosophy and the practicality of acceptance and prior to developing an Interim Report.

Deliverable H. Final Report and Guidelines for Implementation

The Draft Interim Report of the Compensation Study will be completed and submitted to the Study Project Team for review and comment. The report will provide detailed compensation findings, documentation, and recommendations. The report will include:

- A set of all market data spreadsheets;
- A proposed Salary Range document;
- A procedure to address employees whose base pay exceeds the maximum of their newly assigned pay range;
- Implementation issues and cost projections surrounding our recommendations; and
- A guide for rules, policies and procedures for the City in implementing, managing and maintaining the compensation system.

Once all of the City's questions/concerns are addressed and discussed, a Final Compensation Report will be created and submitted in bound format. The Final Report will incorporate any appropriate revisions identified and submitted during the review of the draft report.

Deliverable I. Formal Appeals Support

Should the City have a formal appeal process regarding the allocation of positions to classifications and of classifications to salary ranges, this proposal does not cover time regarding a formal appeal process. Should our on-site participation be desired, our stated composite hourly rate will be honored. As mentioned above, however, our internal process usually addresses any appeal issues.

Deliverable J. Final Presentation

Our proposal includes multiple meetings and weekly oral and written status/progress updates to the Study Project Team. Regarding the involvement of the City Council, we recommend at least one initial meeting to confirm the comparator agencies to be included in the study, one interim study session (to discuss the initial findings of the compensation study), and one final presentation of our Final Report. Of course, we are flexible regarding having more or less interaction with the City Council, based on the City's preferences.

❖ Communication with the City

Our typical communication model includes at least weekly or biweekly written status updates to keep the City informed on where we are during each phase of the project. We have found that most communication can be managed through emails and teleconferences by phone.

In addition, the study includes a significant number of meetings with the Study Project Team, human resources, management, employees, employee representation, and the City Council, as desired. The meetings and "stakeholder touch-points" that we recommend ensure understanding of the project parameters, enhance accurate intake and output of information, and foster a collaborative and interactive

approach that will result in greater buy-in for study recommendations. This interactive approach, although time-consuming, has resulted in almost 100% implementation success of K&A's studies.

❖ **Post-Implementation Consultation and Support**

We are committed to providing the City with the highest-quality product and service. Providing ongoing consultation and support after study implementation is a service that is included in our professional fees and a continued relationship-building aspect of our client relationship that we highly value.

We often find that clients will call or email with follow-up questions and to discuss certain aspects of the study, ask why decisions and recommendations were made, and other important components of the study. We consider post-implementation support as part of our customer service.

Should the City request any additional onsite meetings and/or training after implementation of the study and/or other specific, identifiable work efforts, such as position reclassification studies, creating new class descriptions, or conducting annual surveys, we would honor our composite hourly rate for actual hours spent at the City. However, from experience, we expect that most follow-up support will be conducted via telephone and email and this is absolutely included in our "Not To Exceed Fee" for this project.

❖ **Stakeholder Engagement & Customer Satisfaction**

The meetings and communications with stakeholders that we recommend ensure understanding of the project parameters, enhance accurate intake and output of information, and encourage a collaborative and interactive approach that will result in greater buy-in for study recommendations. This interactive approach, although time-consuming, has resulted in almost 100% implementation success of K&A's studies.

We believe in an interactive and collaborative process with the whole organization and in a high level of stakeholder contact and interaction to ensure organizational buy-in of the study throughout the entire process. Following are the major milestones at which we touch base with Human Resources, employees, managers, and other stakeholders, as appropriate:

- Initial study kick-off and orientation meetings;
- Stakeholder input regarding a list of appropriate comparator agencies;
- City stakeholder review of compensation study data and contact with them to address any challenges to the market comparables we identified for each classification;
- Stakeholder input on internal salary relationship analysis and recommendations; and
- Stakeholder input regarding final compensation plans and structure recommendations.

These steps will ensure that the study results in a product that is accepted and trusted by all levels within the organization. Beyond sound mechanics, our approach includes sufficient communication steps to ensure that the study methodology is understood and the results are regarded as expert, impartial, and fair.

❖ Project Completion Timeline

Our professional experience is that total compensation studies of this scope and for this size organization take approximately three (3) months to complete, allowing for adequate compensation data collection and analysis, review steps by the City, the development of final reports, any appeals, and presentations.

The following is a suggested timeline (which can be modified based on the City's needs):

Deliverables	Total Compensation Study for 14 Management Classifications	Week #
A.	Meetings with the Study Project Team and Management Staff for Review of Process, Products and Documents Required	Week 1
B.	List of Comparator Agencies, Benchmark Classifications, and Benefits to be Collected	Week 1
C.	Data from Comparators	Week 7
D.	Analysis and Preliminary Review of Data	Week 8
E.	Draft Compensation Findings/Additional Analysis/Study Project Team Meetings	Week 10
F.	Analysis of Internal Relationships and Alignment	Week 11
G.	Compensation Structure and Implementation Plan	Week 11
H.	Final Report and Guidelines for Implementation	Week 12
I.	Formal Appeals Support *	As Needed
J.	Final Presentation	As Scheduled

COST OUTLINE

We have often found our process requires a very high level of time commitment, which sometimes results in a higher proposal cost. We believe that our methodology and implementation success rate is attributable to the significantly greater level of contact we have with management, governing body, and staff. The time we commit to working with the employees (orientations and briefings, meetings with employees via personal interviews, informal appeal process, etc.) results in significantly greater buy-in throughout the process and no formal appeals at the end of the study.

In fact, our firm has never had a formal appeal to any of our studies in our 34 years in business. It has been our experience that the money and time invested in stakeholder communication throughout the study are money and time saved during implementation. Numerous times our firm has been hired after an agency has gone through an unsuccessful study whose results were rejected or appealed and whose implementation was very controversial. The result was a divided organization with hostility and animosity between employees/employee representation and management. Whenever our firm was hired after such an unfortunate experience, study stakeholders were amazed at our open and all-inclusive process, our efforts to elicit equal stakeholder input, and our development of recommendations that were accepted as fair and reasonable and understood by management, employees, and the governing body. Our success rate is also attributable to the fact that we have 34 years of experience working with employees of all types of backgrounds, educational levels, and work experiences, and we are accustomed to successfully communicating with and educating them throughout the process. It is imperative that all employees eventually buy into the study results and recommendations, whether they have been through a process like this before or if this is the first time for them.

Our clients always provide feedback that our process was professional, comprehensive, understandable, timely, and inclusive. Employees, although not necessarily always happy with our recommendations, have always indicated that we listened to their issues and concerns and were available for discussion, as required. Although time consuming, we also drive the process to ensure that timelines are met and schedules are maintained.

Note: This is an estimate; we will charge on an hourly basis and of course, we only charge for actual hours worked.

Deliverables	Total Compensation Study	Hours
A.	Meetings with the Study Project Team and Management Staff for Review of Process, Products and Documents Required	8
B.	List of Comparator Agencies, Benchmark Classifications, and Benefits to be Collected (this includes up to two workshops with the City Council)	16
C.	Data from Comparators: up to 14 benchmarks, up to 12 comparators	40
D.	Analysis and Preliminary Review of Data: up to 14 benchmarks, up to 12 comparators	20
E.	Draft Compensation Findings/Additional Analysis/Study Project Team Meetings	20
F.	Analysis of Internal Relationships and Alignment	10
G.	Compensation Structure and Implementation Plan	12
H.	Final Report and Guidelines for Implementation	16

I.	Formal Appeals Support *	0
J.	Final Presentation	8
	<i>Anticipated hours for additional unscheduled meetings and phone calls</i>	8
	Total Professional Hours	158
	Combined professional and clerical composite rate: \$130/Hour	\$20,540
	Expenses are included in our combined composite rate:	N/A
	<i>Expenses include but are not limited to duplicating documents, binding reports, phone, fax, supplies, postage, travel expenses, per diem, etc.</i>	
	TOTAL NOT-TO-EXCEED COST FOR PROJECT:	\$20,540
	*Additional consulting will be honored at composite rate (\$130/Hour)	

EQUAL OPPORTUNITY EMPLOYER STATUS & CURRENT LITIGATION

We meet all state and federal standards regarding EOE laws and regulations. We also are committed to diversity in all our recruitment efforts for our clients and for our own firm.

We have no litigation past or pending alleging any violations of state or federal fair employment provisions.

PROOF OF INSURANCE

We will submit and support the levels of coverage and endorse the City with our General Liability coverage upon award of a contract for the project.

Workers' Compensation:	Statutory Limits
Commercial General Liability:	\$2,000,000 per occurrence
Professional Liability (Errors & Omissions):	\$1,000,000 per occurrence
Automobile Insurance:	\$1,000,000 per occurrence

Our insurance broker is Ms. Eileen Hollander, Sr. Account Manager/Commercial Lines, Integro Insurance Brokers, 2300 Contra Costa Blvd., Suite 375, Pleasant Hill, CA 94523.

BUSINESS LICENSE STATUS

We do not have a current business license with the City of Madera but will be happy to apply for one immediately upon notification of award for the project.

REFERENCES

Agency & Project	Contact
<p>City of Anaheim</p> <p>Compensation Study for 100 <u>Management Classifications</u> (including 32 comparator agencies), completed in 2017.</p>	<p>Ms. Belen Ramirez Senior Class & Comp Analyst (714) 765-5159 201 S. Anaheim Blvd., Suite 501 Anaheim, CA 92805 BRamirez@anaheim.net</p>
<p>City of Coachella</p> <p>Citywide Total Compensation Study, completed 2017.</p> <p><u>Executive Compensation</u> Study, completed 2016.</p> <p>Updated Total Compensation, completed 2015.</p> <p>Classification and Total Compensation Study, completed 2008.</p>	<p>Ms. Sandy Krause HR Manager (760) 398-3502, ext. 132 1515 Sixth Street Coachella, CA 92236 Skrause@coachella.org</p>
<p>City of Santa Barbara</p> <p>Total Compensation Study for <u>Management and Supervisory Classifications</u>, completed 2017.</p> <p>Compensation Study, completed in 2014.</p>	<p>Ms. Kristy Schmidt Administrative Services Director (805) 564-5305 P.O. Box 1990 Santa Barbara, CA 93102-1990 kschmidt@santabarbaraca.gov</p>
<p>City of Campbell</p> <p>Classification Study, completed 2016.</p> <p>FLSA class study, completed 2015.</p> <p>Classification and Compensation Studies, completed 2008 and 2013.</p> <p><u>Management Compensation</u> Study, completed 2009.</p>	<p>Ms. Jill Lopez Human Resources Manager (408) 866-2123 70 N. First St. Campbell, CA 95008 jilll@cityofcampbell.com</p>
<p>City of Fremont – study cited is of a similar scale</p> <p>Classification & Compensation Study of IT Services: <u>16 positions in 11 classifications</u>, completed 2015.</p>	<p>Ms. Nancy Dias Human Resources Manager (510) 494-4663 3300 Capitol Avenue Fremont, CA 94538 NDias@fremont.gov</p>
<p>City of Madera</p> <p>Citywide Total Compensation Study, completed 2015.</p> <p>Total Compensation Study, completed 2008.</p>	<p>Ms. Wendy Silva Director of Human Resources (559) 661-5400 205 West Fourth St. Madera, CA 93637 wsilva@cityofmadera.com</p>

<p>City of Monterey</p> <p><u>Executive Staff Total Compensation</u> Study, completed in 2013.</p>	<p>Mr. Michael McCarthy Human Resources Director (831) 646-3765 735 Pacific St. Monterey, CA 93940 McCarthy@ci.monterey.ca.us</p>
<p>City of Newman</p> <p>Total Compensation Study (<u>23 classes</u>), completed 2018.</p>	<p>Mr. Lewis Humphries Finance Director (209) 862-3725 938 Fresno St., 2nd Floor Newman, CA 95360 lhumphries@cityofnewman.com</p>
<p>City of Vallejo</p> <p>Total Compensation Study for Risk Manager, underway 2018.</p> <p>Total Compensation Study for City Attorney, completed 2018.</p> <p>Total Compensation Study of CAMP (Confidential, Administrative, Managerial, and Professional Association) group, completed 2017.</p> <p>Classification Study of Chief Assistant City Attorney, completed 2017.</p> <p>Classification Study of Accounting Manager, completed 2017.</p> <p>Class, Comp Studies, completed 2015, 2016.</p>	<p>Ms. Janet Thiessen Human Resources Program Manager (707) 648-4106 555 Santa Clara Street Vallejo, CA 94590 janet.thiessen@cityofvallejo.net</p>
<p>County of San Joaquin</p> <p>Total Compensation Study, <u>Executive Group</u>, completed 2016.</p>	<p>Ms. Jan Bentley HR Personnel Analyst (209) 468-8479 44 N. San Joaquin St., Suite 330 Stockton, CA 95202 jbentley@sigov.org</p>

SAMPLE AGREEMENT (Contractual Acknowledgment)

We have no exceptions with the sample agreement and will be pleased to execute the agreement for the project should we be fortunate and receive the award for this project.

Signature Page

Koff & Associates intends to adhere to all of the provisions described in the RFP.

This proposal is valid for ninety (90) days.

Respectfully submitted,

**By: KOFF & ASSOCIATES
State of California**



**Georg S. Krammer
Chief Executive Officer**

February 22, 2018



Appendix:

Résumés of Participating Staff

Catherine B. Kaneko

SUMMARY

President of Koff & Associates, with experience in managing the planning, development, implementation, and administration of compensation programs, including stock plans, benefits administration, variable pay programs, performance management and employee development, strategic planning, and policy development.

KEY ACHIEVEMENTS AND HIGHLIGHTS

Evaluated, designed, and implemented step system and broadband compensation structures for public agencies and private companies, which accomplished organization goals of controlling costs, attracting and retaining key talent, and ease of administration. Managed and developed organization-wide classification systems. Designed and implemented incentive and variable pay programs. Designed performance appraisal systems. Integrated career management programs with compensation, reward and recognition, promotion, transfer, and training strategies, processes, and procedures. Developed strategic business plans. Developed and implemented multiple training programs.

PROFESSIONAL EXPERIENCE

Koff & Associates, Berkeley, CA

Associate and Senior Project Manager, 2000-2005

President, 2005-Present

- Serve as project director in conducting hundreds of classification, compensation, and organizational studies; provide strategic planning services for agencies; provide offsite human resource function; recruit executive level positions for special districts, courts, counties, cities and other statewide and local agencies.
- Develop complex, detailed proposals for cities, counties, courts, and special districts, such as housing, school, healthcare, air quality, vector control, transportation, water, and wastewater agencies to provide professional Human Resources consulting services.
- Represent Koff & Associates with clients, write and approve final project reports and lead presentations in front of City Councils, Boards of Commissioners, Boards of Supervisors, and Boards of Directors.
- Manage and develop staff of project managers, data specialists, firm associates, marketing and administrative analysts in Berkeley office and work closely with Senior Project Manager in San Diego office.
- Grew company from serving approximately 100 clients to 250 clients and grew staff from 4 to 14 in period of ten years.
- Contributed to and maintained 100% successful implementation rate of studies performed for clients.

Xpedior, San Francisco, CA

Human Resources Director, 1997-2000

- Managed acquired companies to the Xpedior culture. Audited human resources practices of acquired companies and provided training and guidance to management. Ensured compliance with organization policies and procedures.
- Oversaw conversion to IPO environment in terms of the impact on human resources functions.
- Managed all human resources programs, including organization development, recruitment and selection, labor law compliance, classification and compensation, benefits administration, employee relations, training and development, and safety programs.

SEGA of America, Redwood City, CA

Human Resources Generalist, 1993-1996

Compensation Manager, 1996-1997

- Managed compensation function for over 1,000 employees. Evaluated, designed, and implemented broadband compensation structure which accomplished corporate goals of controlling costs, attracting and retaining key talent, and ease of administration. Developed and conducted the manager and employee training/communications program for new broadband system.
- Managed the production of over 250 job descriptions for the entire organization.
- Designed new corporate incentive plans for Research and Development and Sales divisions.
- Functioned as project lead for conversion and installation of new HRIS system.
- Obtained and compiled high-tech market data to support the organization's competitive advantage in a cutting edge industry.
- Managed the human resources function for the U.S. satellite software development divisions and companies (over 450+ employees).
- Consulted with managers and employees on organization development, conflict resolution, performance management, discipline, termination, and other employee relations issues.
- Assimilated acquired companies to the SEGA culture. Audited human resources practices of acquired companies and provided training and guidance to management. Ensured compliance with organization policies and procedures.

TPA Company, San Francisco, CA

Human Resources Manager/Financial Controller, 1992-1993

- Managed human resources function. Evaluated and implemented new policies and procedures to strengthen organization structure. Supervised and maintained financial accounting operations. Position encompassed diverse responsibilities in a high-pressure, fast paced environment.

BDO Seidman, CPA's and Consultants, San Francisco, CA

Laventhol & Horwath, CPA's and Consultants, San Francisco, CA

Human Resources Director, 1986-1992

- Managed human resources, organization development, employment, labor law, compensation, benefits administration, affirmative action, employee relations, and safety programs.

EDUCATION & CERTIFICATIONS

BS – Business Administration: California State University, Hayward

CPA – Certified Professional Accountant

PHR – Professional Human Resource Certificate

PROFESSIONAL AFFILIATIONS

- California Public Employer Labor Relations Association
- National Public Employer Labor Relations Association
- Public Employer Labor Relations Association of California
- International Public Management Association
- Society of Human Resource Management
- Northern California Human Resource Association
- California Chamber of Commerce

KARI L. MERCER

Professional Experience:

February 2016 – Present

Senior Human Resources Consultant, Koff & Associates, Berkeley CA

Provide professional support on classification and compensation studies for a variety of public sector clients, including special districts, cities, and counties.

- **Classification:** Conduct in-depth analysis of classifications and positions to include job evaluation interviews, identifying and defining classification concepts, developing and modifying classification specifications, and recommending position allocations; perform comprehensive analysis of duties performed in individual positions to determine suitability of employee requests for reclassification.
- **Compensation:** Base salary and total compensation data collection and analysis.

December 2014 to February 2016

Project Consultant/Senior Human Resources Consultant, CPS HR Consulting Services, Sacramento CA

Performed a wide variety of duties in support of the Classification and Compensation unit serving public sector clients including cities, counties, special utility districts, transit agencies, and education institutions throughout California and nationwide.

- **Classification:** Performed detailed analysis of classifications and positions; conducted job evaluations for broad classifications as well as individual positions to make recommendations for classification modification and allocation; crafted classification specifications for a broad range of classifications and bodies of work; composed technical reports of recommendations.
- **Compensation:** Identified benchmarks and created survey instruments for collecting base salary and total compensation data collection; evaluated benchmarks and comparable classifications for purposes of comparison and analysis; composed technical reports presenting and interpreting findings.

May 2010 to December 2014

Independent Contractor of Administrative Services, Self-employed, Fresno CA

- Performed administrative support services for three medical providers to assist in the transition to electronic health records and ensure ongoing compliance with Meaningful Use standards and regulations.
- Reviewed and audited medical reports and patient records and served as the clearinghouse for all patient prescription refills to ensure compliance with regulatory requirements.

May 2003 to May 2010

Stay-at-Home Mother, Fresno CA

May 1998 to May 2003, Employee Relations Officer/Senior Personnel Analyst, County of Madera Human Resources, Madera CA

Served both as the Employee Relations Officer and the Senior Personnel Analyst for the County assuming responsibility for general HR administration duties as well as the labor relations representative.

- **Labor Relations:** Served as the County representative during contract negotiations and meet and confer sessions with labor units advising the contracted negotiator as to County

policy and procedures; debriefed the County Administrative Officer and the Board of Supervisors on labor relations matters; interpreted and advised management, employees, and others on MOU provisions; heard and evaluated employee grievances.

- **Civil Service:** Served as the Secretary to the Civil Service Commission; advised member of the Commission on the sections of the County Code which governed Commission activities; interpreted and advised management, employees, and members of the public on the Civil Service sections of the County Code; developed, implemented, and administered policies and procedures to ensure HR and Civil Service Commission activities complied with the County Code.
- **Classification and Compensation:** Conducted classification studies; developed new classifications and recommended classification allocations; reviewed, analyzed, and made recommendations to the Board of Supervisors on employee requests for reclassification; conducted compensation studies for the creation of new classifications and alignment of existing classifications with the County's labor market.
- **Recruitment:** Supervised professional and technical staff tasked with the recruitment function for the County; ensured that recruitment activities complied with applicable laws, rules, regulations, and codes.

April 1997 to May 1998, Employment Coordinator, Macy's

- Assumed responsibility for talent acquisition for the Fresno stores; monitored vacancies and ensured that vacancy rates were kept below prescribed percentages in each department.
- Implemented and administered training and orientation programs for all new hires.
- Served on the three-person team tasked with the responsibility of implementing and administering changes and complete overhauls of the point of sale system for the stores which included developing and presenting store-wide training when changes were made.

EDUCATION:

California State University Fresno

Bachelor's Degree, Business Administration/Human Resource Management

AFFILIATIONS:

- **IPMA-HR:** Member
- **City of Clovis Personnel Commission:** Chairperson



REBECCA MARTINEZ

COUNTY CLERK - RECORDER AND REGISTRAR OF VOTERS

200 WEST 4TH STREET, MADERA CA 93637 ♦ TOLL FREE 1-800-435-0509; FAX (559) 675-7870

January 30, 2018

Sonia Alvarez, City Clerk
City of Madera
205 West 4th Street
Madera, CA 93637

RECEIVED
City of Madera City Clerk
By: Dalvarez
Date: 2/1/18

Re: Request to be placed on the City Council Agenda

Dear Ms. Alvarez:

As you know, my office will be implementing the Voter's Choice Act (VCA) for the 2018 Election cycle. In order to do so, I am hereby requesting to appear before the Madera City Council to discuss the following items:

1. To provide an informational presentation on the Voter's Choice Act;
2. To request authorization to use the Millview Gymnasium (June 2018) and the Pan-American Community Center (November 2018) as Vote Centers; and
3. To request that the City of Madera waive the fees associated with utilizing these facilities as vote centers.

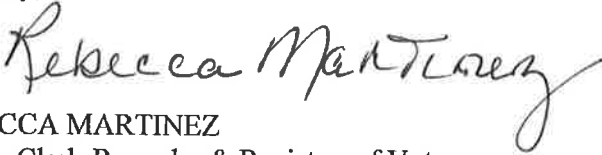
Implementing the Voter's Choice Act will improve the voting experience in Madera County in many ways. In an effort to educate the public and inform local leaders of the changes, my office will brief the Council, City staff and the public about the VCA, the vast improvements that are in store for our community and what this means for those involved in the electoral process. Our presentation will include the use of power point slides and should last no longer than 10 minutes, barring any questions. Please let me know if we need to provide our own video equipment or if City equipment will be available to use.

One of the improvements brought by the VCA will be the introduction of multi-day Vote Centers, as opposed to one day polling locations. After careful consideration and a thorough public process, we have identified the most appropriate locations for Vote Centers. In order to serve the residents on the eastside of the City and meet the requirements set forth in statute, we have identified the Pan-American Community Center as the most ideal location for a Vote Center. Unfortunately, the Pan-American Community Center is already reserved during the period of time needed for the June 2018 election and I am therefore requesting to use the city-owned gymnasium located adjacent to Millview School. I have already reserved the Pan-American Community Center for the November 2018 and respectfully request that the Council approve its use as well.

Finally, I am requesting that the City waive the fees associated with using these facilities. Not only is it imperative that city residents have access to vote centers, but the charges associated with conducting elections are passed on to the jurisdictions I conduct elections for; primarily the City of Madera and Madera Unified School District. In the event that fees are not waived I am bound to pass those costs on to the jurisdictions.

Thank you in advance for your time and consideration, I look forward to sharing this exciting new information with the City Council.

Sincerely,

A handwritten signature in cursive script that reads "Rebecca Martinez". The signature is written in dark ink and is positioned above the printed name and title.

REBECCA MARTINEZ

County Clerk-Recorder & Registrar of Voters

Sonia Alvarez

From: Sandra Caldwell <sandra.caldwell@reedleycollege.edu>
Sent: Thursday, February 22, 2018 10:21 AM
To: Sandra Caldwell; Kendelynn Mendoza
Cc: Dan Rosenberg
Subject: Letter of Support Madera Community College
Attachments: Letter of Support for MCCC.DOCX

Greetings,

As you all know, Madera Community College Center of Reedley College has been working with the California Community College Chancellor's Office and Accrediting Commission for Community and Junior Colleges to transition from Center to College status and we need your help.

I am requesting your aid in supporting our efforts by submitting letters of support on behalf of your entity. I have created a template, which is attached, please insert your information where indicated, place on your letterhead and return to my office. I would like to have the letters returned by next week, February 28. Please feel free to contact me if you have any questions and please feel free to send on to other for letters of support.

Please send to my assistant Kendelynn Mendoza at Kendelynn.mendoza@reedleycollege.edu.

Thanks for supporting Madera Community College Center in its next steps to become Madera Community College!
#GoMountainLions

Sandy

Dr. Sandra Caldwell, President
Reedley College
995 N. Reed Avenue
Reedley, CA 93654
www.reedleycollege.edu
559-638-0300

"We motivate and inspire students to succeed!"



995 N. Reed Avenue., Reedley, CA 93654
559-638-0300
www.reedleycollege.edu



30277 Avenue 12, Madera, CA 93638
559-675-4800 FAX: 800-643-0551
www.maderacenter.com



P.O. Box 1910, 40241 Hwy 41, Oakhurst, CA 93644
559-883-3940 FAX: 800-559-6819
www.oakhurstcenter.com

RECEIVED

City of Madera City Clerk

By: *S. Alvarez*

Date: *2/22/18*

*C: City Administrator
City Attorney
Comm Dev Dir.*

Madera City Council

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



March 7, 2018

Dr. Sandra Caldwell
President, Reedley College
995 N. Reed Avenue
Reedley, CA 93654

RE: Support of Madera Community College Center Independent Status

Dear Sandra,

This letter serves as the City of Madera's support of the Madera Community College Center, which is working with the California Community College Chancellor's Office and the Accredited Commission for Community and Junior Colleges to achieve formal independent status as the 115th California community college and the fourth community college in the State Center Community College District.

We fully recognize and agree that the transition of the Center to College status will improve access for students in Madera and Fresno Counties and help overcome transportation barriers, increase participation rate, and better serve the residents of the district, thus impacting regional economic vitality. Madera Community College will be the only higher education institution in Madera County.

We also believe it is important to note that the Central Valley residents so wholeheartedly supported the independent status of Madera Community College Center that voters approved Measure C, which will provide substantial capital investments allowing for the growth of the campus.

We look forward to a continued productive and collaborative relationship with Madera Community College Center of Reedley College as it becomes Madera Community College. Please feel free to contact us should you need any further assistance in the process.

Sincerely,

Andrew J. Medellin, Mayor
City of Madera



REPORT TO CITY COUNCIL

Approved by:



Department Director


City Administrator

Council Meeting of: March 7, 2018

Agenda Number: E-1

SUBJECT: Presentation of the Mid-Year Operational Budget Report and Consideration of a Resolution Authorizing and Approving Amendments to the City of Madera Fiscal Year 2017/2018 Budget

RECOMMENDATION: Council to accept the Mid-Year Budget Report as presented and to approve Resolution Authorizing and Approving Amendments to the City of Madera Fiscal Year 2017/2018 Budget.

DISCUSSION: The purpose of a Mid-Year Budget Report is to measure how well the City departments are doing within their operational budgets and to determine if any budget adjustments are necessary for them to complete the fiscal year within budget. It also helps us as a starting point as we begin preparations for next year's budget. At this point, staff has reviewed the City's revenues and expenditures in great detail and found the departments to be performing well and within their respective budgets, over all. We have identified a good number of budget amendments to be considered for approval at this time. However, many of those amendments reflect anticipated savings from cost-cutting measures that have been taken in our efforts to balance the current fiscal year's budget.

FINANCIAL STATUS OF THE CITY

Status of the Utility Funds. Over the last four years, the City of Madera has moved from a position where it was behind on its debt service coverage in the Water Fund and facing a mounting list of deferred maintenance in both the Water Fund and the Sewer Fund to a point where debt service coverage is adequate and funds are available to keep the Water and Sewer systems functioning properly and adequately to meet the City's needs for years to come. Rate increases were necessary to ensure that the water and sewer systems continue to work properly. A fiscally responsible City Council saw the importance of properly functioning water and sewer systems to this community and followed the recommendations of a very respectable rate consultant firm. The positive impacts of the recent rate increases have left the City in a much better position to borrow funds as needed in the future, with a better credit rating than we would have received without these improvements. However, circumstances change over time.

Therefore, the City Council has directed staff to have Raftelis perform a Rate Study Update that will determine the appropriateness of the current rates and identify potential opportunities to reduce rates or to hold back on previously approved rate increases.

Status of the General Fund. In 2017, the City Council approved a General Fund Balance Reserve Policy. That policy calls for thirty percent of the General Fund budget to be maintained in reserves to provide for our cash flow needs (15%), to stabilize revenues (5%) and to set aside funds for catastrophic emergencies (10%). The City of Madera currently holds over \$14 million in its General Fund Balance with an annual budget of roughly \$39.3 million. That represents a Fund Balance of roughly 36% of the annual General Fund budget, which is an admirable position to be in and which was only accomplished through good governance over that past several years. Even during the recent Great Recession, the City of Madera acted with fiscal responsibility by cutting back on costs while continuing to provide the best level of service that it could, without depleting Fund Balance.

The most recent example of good governance on behalf of the City of Madera is the successful approval of Measure K, which is a component of the General Fund but is only to be used for public safety purposes. The Measure passed with over 80% of the public vote, which reflects a great deal of confidence in City management and in the Police Department. It also affirms the community's desire for public safety improvements. Measure K is expected to bring in approximately \$4 million during Fiscal Year 2017/2018, which is paying for thirteen new police officers and will help to construct a New Fire Station, which is expected to be completed within the next two years. After the New Fire Station is constructed, Measure K will pay for the operations of that station, including the debt service related to its construction.

City staff and the City Council agreed at the beginning of the current fiscal year that we would find ways to hold back on enough expenditures to balance the budget by the end of the fiscal year. Based on the Mid-Year Budget Report that is being presented tonight, we are well on track to accomplish that goal. Certain programs were reduced or even eliminated and the departments continue to hold back on other expenditures. At the same time, revenues appear to be coming in close to budget. If we can hold back 2.3% of our expenditures and come in at budget on revenues, our goal to balance the Fiscal Year 2017/2018 Operational Budget will become a reality.

GENERAL FUND

Included in the City's overall General Fund are Fund 1020 (General Fund), Fund 1021 (General Fund CDBG), Fund 1025 (Measure K), Fund 1081 (Tire Amnesty) and Fund 1090 (Insurance Reserve Fund). Combined, these funds are at 44% of budgeted revenues and 43% annual budgeted expenditures at mid-year. Staff anticipates that the combined General Funds will finish the current fiscal year with revenues close to budget and expenditures lower than budget. However, Fund 1020 and 1025 represent nearly 93% of the combined General Funds and are of most concern to the City and will be the main focus for this section of this report.

GENERAL FUND 1020

Description	Original Budget	YTD Actual	Percent
Revenue	(31,578,265)	(14,909,830)	47%
S&B	20,568,485	9,184,535	45%
M&O	11,015,990	4,397,617	42%
Capital Outlay	1,208,750	27,759	2%
Total Expenditures	32,793,225	13,609,911	43%
Department Total	1,214,960	(1,299,919)	

Note: Percentages include encumbrances in addition to actual expenditures.

At mid-year, the City of Madera General Fund (Fund 1020) revenues stood at approximately 47% of the annual budget and expenditures were approximately 43% of budget. Based on discussions with departments, it appears that all departments within the General Fund will complete the fiscal year within their budgeted expenditures. Although expenditures appear to be low (under 50%) as of December 31, 2017, the departments have indicated that they should come closer to budget on their expenditures but should finish off the fiscal year under budget. With the cost-cutting measures that the City Council recommended in the October 18, 2017 City Council meeting and with the savings from temporarily vacant positions, there may be enough over-all savings on General Fund expenditures to result in the General Fund ending the fiscal year with a balanced budget, rather than a \$1.3 million deficit.

Revenues appear to be on track in total at mid-year. However, a few specific exceptions should and will be discussed in this report. Expenditures are below anticipated levels at mid-year due primarily to delayed capital outlay expenditures. At this point revenues are exceeding expenditures, but Council is reminded that we began the year with a \$1.3 million budgeted deficit and expected to eliminate that deficit by the end of the fiscal year. There are many variables that could change between now and June 30, 2018 and significantly impact our bottom line in one direction or the other. As we begin our Fiscal Year 2018/2019 Budget preparations, staff will develop more precise estimations of how close to budget the General Fund might finish out Fiscal Year 2017/2018. However, as was the goal for both staff and the City Council at the beginning of this fiscal year, we hope to complete Fiscal Year 2017/2018 with a balanced budget that does not cut into our General Fund Reserve balances.

GENERAL FUND REVENUES

There are more than 170 revenue line items that make up total revenues for Fund 1020 alone. We will not review all 170 of those line items in this report. However, we will review the major sources of revenue for Fund 1020 and combine certain line items to make up the Top Ten General Fund revenue sources that are listed on the following page. They make up 78% of the General Fund 1020 revenue budget.

TOP TEN REVENUES - FUND 1020

Description	Budget	YTD Actual	% Received
Sales Tax	7,763,350	3,589,399	46.2%
Property Tax In-Lieu - VLF	5,400,000	2,765,444	51.2%
Property Tax	3,784,000	2,087,157	55.2%
Police Fees, Grants and Contracts	1,461,775	601,503	41.1%
Interfund Charges - Admin & Overhead	1,732,797	866,399	50.0%
Engineering Fees, Projects and Transfers In	1,563,888	371,149	23.7%
Building Permit and Plan Check Fees	996,520	528,504	53.0%
Transient Occupancy Tax	780,000	408,847	52.4%
Franchise Tax - Cable and Electric	695,000	79,824	11.5%
Business License Tax	450,000	441,911	98.2%
Total	24,627,330	11,740,137	47.7%

Sales Tax. At mid-year, the City's Sales Tax receipts amounted to 46.2%, including Sales Tax receipts related to November of 2017 which were received in January of 2018 and accrued back to December. The December installment had not been received as of the time that this report was prepared. If it had, Sales Tax revenues for mid-year would exceed 50%. A small percentage of these revenues will need to be paid out to the County of Madera, per the Tax Sharing Agreement. However, based on projections prepared by Muni Services, staff is estimating that total Sales Tax for Fiscal Year 2017/2018 will exceed the \$7.8 million budget by approximately \$300,000.

Property Tax In-Lieu of VLF (vehicle license fees). This revenue source is received from the State of California by way of Madera County in two installments. The first installment was received from the County in late January and accrued back to December. The second installment is anticipated to be received from the County sometime in May and should be in the same amount as the first installment. Based on this information, the City should anticipate a total of \$5,530,888 for Fiscal Year 2017/2018 rather than the budgeted \$5.4 million.

Property Tax. The first installment of Property Tax was also received from the County in late January, and the second installment is likely to be received sometime in May. However, included in the first installment is nearly \$395,000 of RPTTF money, which is pass-through money for the City that is related to the former Madera Redevelopment Agency. Property Tax collections are much less predictable than Property Tax In-Lieu of VLF, as the second installments vary considerably from the first installment. However, based on past receipt trends, staff anticipates that total Property Tax receipts for Fiscal Year 2017/2018 may come in closer to \$3.6 million rather than the original budgeted amount of \$3.8 million.

Police Fees, Grants and Contracts. Total Police Department revenues in Fund 1020 are budgeted at \$1,461,775 for Fiscal Year 2017/2018 with 41.1% of that having been received as of mid-year. Staff anticipates that sufficient additional revenues will roll in during the fiscal year to bring actual revenues close to, if not more than, the budgeted \$1.46 million amount. During the current fiscal year, the City was awarded a \$375,000 COPS Grant which can be expended over

three years at the rate of \$125,000 per year. It has not yet been determined if the City will begin to use those grant funds in the current fiscal year or wait until Fiscal Year 2018/2019.

Interfund Charges – Administration and Overhead. Certain administration and overhead costs can be allocated out among the departments that are served by such administrative departments as the City Clerk, City Council, City Attorney, City Administrator, Human Resources and Finance Departments. The City recaptures these costs from non-General Fund departments in the amounts that are based on various factors such as number of employees, number of agenda items, budget amounts and square footage. The City uses a program that is provided by a company by the name of Cost Tree, and their staff assists City staff with the input and interpretation of data. The charges are recorded by way of monthly recurring journal entries and are at 50% of budget at mid-year.

Engineering Fees, Projects and Transfers In. Total Engineering revenues are budgeted at \$1,563,888 for Fiscal Year 2017/2018. At mid-year, actual revenues amount to \$371,149 or 23.7% of the annual budget. The primary reason for this low percentage is the delay in charges for project management. At \$780,000, Interfund Charges/Project Management makes up nearly 50% of the Engineering Department's revenue budget. However, as of mid-year, no revenues have been recorded by Engineering for Interfund Charges/Project Management. The Engineering Director has requested that the \$780,000 budget be reduced to \$700,000 due to temporary staffing shortages.

Building Permit and Plan Check Fees. The Building Department generates these revenues for the City of Madera. As of mid-year, the Building Department had collected 53% of their budgeted revenues and anticipated that they are likely to meet and exceed their revenue budget of \$996,520 by the end of the current fiscal year.

Transient Occupancy Tax. At mid-year, Transient Occupancy Tax (TOT) was reported at 52.4% of the annual budgeted revenues for Fiscal Year 2017/2018. As we begin budget preparations for Fiscal Year 2018/2019, staff will closely review this revenue line item to determine if it will exceed budget in the current fiscal year and use that as a basis for the upcoming fiscal year's budget.

Franchise Tax – Cable and Electric. Staff has combined the Cable and Electric Franchise Tax line items for this report. Combined, they are budgeted at \$695,000 for Fiscal Year 2017/2018 with only \$79,824 or 11.5% being received as of mid-year. The majority of these Franchise Fees are regularly received during the second half of every fiscal year. These revenues appear to be coming in as anticipated and staff anticipates that actual Franchise Fee revenues should approximate \$695,000 in total by fiscal year end.

Business License Tax. The bulk of this tax is recorded and collected in July of every fiscal year, when business licenses are renewed. At mid-year, 98.2% of budgeted revenues had been recorded. As new businesses apply for licenses and as delinquent payments come in, these revenues are likely to exceed the \$450,000 budget. However, Code Enforcement had budgeted \$100,000 for Rental Business Licensing revenue for the current fiscal year and some of the revenue that they anticipated their budget is included in this line item. Finance staff will work

with Code Enforcement to determine which revenues belong in regular Business License Tax and which revenues should be reclassified to the Code Enforcement revenue line item. The City also contracted with Muni Services to have them identify and help collect business license revenue from companies and individuals who are or have been doing business in Madera without a proper business license.

GENERAL FUND - MEASURE K 1025

Description	Original Budget	YTD Actual	Percent
Revenue	(3,645,000)	(1,079,290)	30%
S&B	1,592,497	714,796	45%
M&O	704,510	116,464	59%
Capital Outlay	1,750,000	686,244	62%
Total Expenditures	4,047,007	1,517,505	55%
Department Total	402,007	438,215	

Note: Percentages include encumbrances in addition to actual expenditures.

At mid-year, the Measure K Fund reports 30% of budgeted revenues and 55% of budgeted expenditures, with encumbrances not shown but included in the expenditure percentages. The Measure K Sales Tax revenues are at less than 50% at mid-year because there is a two to three month delay in monthly Sales Tax receipts. However, based on information provided by Muni Services, our Sales Tax Consultants, staff anticipates that total Measure K revenues will exceed the \$3,645,000 budget by the time that such revenues related to Fiscal Year 2017/2018 are collected and recorded. Expenditures are exceeding 50% of budget at mid-year due to the purchase and encumbrances for the purchase of property and equipment. Encumbrances are created when purchase orders are submitted and approved. The 62% of Capital Outlay includes encumbrances of \$403,133 and is related to the purchase of property and designs for the New Fire Station. The 59% of M&O costs includes \$300,723 of encumbrances and is primarily related to supplies and vehicles for the new Measure K police officers. We expect to complete the fiscal year very close to budget on the expenditure side and slightly better than budget on the revenue side of the equation. However, the timing for completion of the New Fire Station is not certain and some of the Capital Outlay budget from this fiscal year may be carried over into the next fiscal year.

ENTERPRISE FUNDS

ENTERPRISE FUNDS COMBINED TOTALS

Description	Original Budget	YTD Actual	Percent
Revenue	(31,649,855)	(15,119,253)	47%
S&B	7,309,833	3,043,572	42%
M&O	20,545,649	8,858,099	41%
Capital Outlay	16,423,392	459,190	5%
Total Expenditures	44,278,874	12,360,861	28%
Department Total	12,638,483	(2,758,392)	

Note: Percentages include encumbrances in addition to actual expenditures.

At mid-year, the City's total Enterprise Fund revenues stood at approximately 47% of the annual budget and expenditures were approximately 28% of budget. Included in the Enterprise Funds are the Water, Sewer, Drainage, Solid Waste, Airport, Golf Course, Dial-A-Ride and Fixed Route Funds. Based on discussions with departments, it appears that all divisions within the Enterprise Funds will complete the fiscal year within their budgeted expenditures. Although expenditures appear to be low (under 50%) as of December 31, 2017, the departments have indicated that they should come close to budget on their annual operational expenditures. Total Enterprise Fund capital expenditures at mid-year were only 5% of budget. Unexpended capital outlay budgets from prior years are carried forward and added to the current year's original budgets. Therefore, actual capital outlay expenditures could potentially exceed original budget amounts for the current fiscal year. However, that does not appear to be the trend, here. Public Works and Engineering are working close together to prioritize projects and to ensure that funds are available for the most pressing capital projects. But, their staffing situations have hindered their progress on the completion of such projects. The Water, Sewer and Solid Waste Funds make up about 79% of the total Enterprise Fund budget and will be the focus of this discussion.

WATER FUND 2030

Description	Original Budget	YTD Actual	Percent
Revenue	(10,882,508)	(6,265,283)	58%
S&B	2,677,298	1,174,245	44%
M&O	5,905,758	2,476,789	40%
Capital Outlay	4,506,600	217,326	13%
Total Expenditures	13,089,656	3,868,360	31%
Department Total	2,216,612	(2,396,923)	

Note: Percentages include encumbrances in addition to actual expenditures.

Water revenues are at 58% at mid-year. This appears to be on trend and is considered reasonable because the hottest months of the year are July, August and September and water consumption increases dramatically during those months. Operational expenditures are at 44% for Salaries and Benefits and 40% for Maintenance and Operations. Like many of the City's funds, Capital Outlay is well below 50% with 13% expended at mid-year (including encumbrances). This is due in part to the fact that it takes time to get capital projects bid out and completed. But, it also reflects the Water Department's and the Engineering Department's staffing and workload issues. The Public Works Department estimates that total Water Fund revenues and expenditures will approximate budget by the end of the current fiscal year.

SEWER FUND 2040

Description	Original Budget	YTD Actual	Percent
Revenue	(9,058,522)	(4,667,044)	52%
S&B	2,578,617	958,788	37%
M&O	6,419,697	2,525,089	34%
Capital Outlay	6,156,750	25,457	3%
Total Expenditures	15,155,065	3,509,335	22%
Department Total	6,096,543	(1,157,710)	

Note: Percentages include encumbrances in addition to actual expenditures.

The Sewer Fund revenues appear to be on track at 52%. However, operational expenditures are at 37% for Salaries and Benefits and 34% for Maintenance and Operations. While having difficulty filling key positions, the Sewer Department has also fallen behind on capital projects. However, they have identified a number of critical projects that are needed to maintain and improve operations at the Waste Water Treatment Plant (WWTP). Public Works, Engineering and Finance have been working closely together on this matter to prioritize projects and to ensure that funds are available and budgeted to complete the most critical projects.

SOLID WASTE FUND 4760

Description	Original Budget	YTD Actual	Percent
Revenue	(5,890,587)	(2,928,904)	50%
S&B	1,111,068	488,504	44%
M&O	5,313,539	2,288,273	43%
Capital Outlay	150,250	71,394	86%
Total Expenditures	6,574,857	2,848,172	44%
Department Total	684,270	(80,732)	

Note: Percentages include encumbrances in addition to actual expenditures.

The Solid Waste Fund appears to be on trend to complete Fiscal Year 2017/2018 close to budget on revenues and possibly slightly under budget on expenditures, with 50% of revenues and 44% of total expenditures at mid-year.

BUDGET AMENDMENTS

During the mid-year budget review, departments identified several budget line items in need of budget amendments. Those amendments are included as Exhibit AA to the resolution and are primarily related to increased revenues and decreased expenditures in the Parks and Community Services Department, which are mostly offset by decreased revenue requests from Code Enforcement. Certain capital project expenditures that the Public Works and Engineering Departments have identified are also included in the proposed budget amendments. Most of the capital project amendments were requested to shift dollars from various funding sources between specific projects. However, \$217,000 is from new funding for the RMRA (Road Maintenance and Rehabilitation Account) projects.

Certain budget shifts between budget line items within departments can be completed without approval from Council. Such shifts within departments do not impact the bottom line for the respective departments, and are not included in this budget amendment request.

Overall, staff was very pleased with the results of the mid-year budget review and happy that the requested operational budget amendments are generally for decreased expenditures and increased revenues for the General Fund, with the exception of Code Enforcement which decreased revenues projections by \$191,822. We are moving in the right direction and expect to finish off Fiscal Year 2017/2018 with General Fund revenues meeting or exceeding expenditures.

Looking Forward – As we finish out this fiscal year and begin our budget preparations for Fiscal Year 2018/2019, staff will work diligently to hold back on expenditures and to end Fiscal Year 2017/2018 with a balanced budget. With continued support of its citizens and continued good governance, the City of Madera should look forward to becoming a safer place to live, with exceptional leadership to help us through any challenges that may face us in the future.

FINANCIAL IMPACT: The proposed budget amendment will result in a net decrease in expenditures of \$186,244 and a net decrease of \$151,909 in revenues to the City's General Fund. In total, these budget amendments reduce the General Fund budget deficit by \$34,335.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN: Approval 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,
CALIFORNIA, AUTHORIZING AND APPROVING AMENDMENTS TO
THE CITY OF MADERA FISCAL YEAR 2017/2018 BUDGET**

WHEREAS, City staff has completed a mid-year budget review and determined that certain budget amendments are necessary; and

WHEREAS, funds are available for capital projects and operational costs; and

WHEREAS, the additional capital project and operational costs are necessary for the City; and

WHEREAS, the amendments to the City of Madera Fiscal Year 2017/2018 Budget, listed in Exhibit AA attached hereto, are necessary to fund the capital project and operational expenses of their respective departments and to account for the expenses.

**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 appropriations for the items listed in Exhibit AA, attached hereto, are approved.
3. The City Clerk is authorized and directed to forward a copy of the resolution to the Director of Financial Services, who is authorized to take such action as necessary to implement the terms of this resolution.
4. The resolution is effective immediately upon adoption.

EXHIBIT AA

CITY OF MADERA

Budget Appropriations: Res. 18- 3/7/2018

Mid-Year Budget Adjustments for Fiscal Year 2017/18

FUND	ORG CODE	OBJECT CODE	DESCRIPTION	(+)	(-)
<u>City Administrator</u>	10201100	6918	Interfund Charges- Comp Maint		560
<u>City Attorney</u>	10201400	6918	Interfund Charges- Comp Maint		373
<u>Human Resources</u>	10201500	6918	Interfund Charges- Comp Maint		747
<u>UB - Water</u>	20301220	6918	Interfund Charges- Comp Maint		1,215
<u>UB - Sewer</u>	20401230	6918	Interfund Charges- Comp Maint		607
<u>UB - Refuse</u>	47601235	6918	Interfund Charges- Comp Maint		607
<u>Finance</u>	10201200	6918	Interfund Charges- Comp Maint		2,701
<u>Purchasing</u>	10201210	6918	Interfund Charges- Comp Maint		373
<u>Police Admin</u>	10202000	6918	Interfund Charges- Comp Maint		13,955
<u>Drainage</u>	45003090	6918	Interfund Charges- Comp Maint		393
<u>Information Systems</u>	30720000	6918	Interfund Charges- Comp Maint		2,054
<u>Grants</u>	10211300	6918	Interfund Charges- Comp Maint		560
<u>Planning</u>	10204100	6918	Interfund Charges- Comp Maint		1,121
<u>Public Works - WWTP</u>	20403410	6918	Interfund Charges- Comp Maint		7,264
<u>Public Works - Sewer Maint</u>	20403400	6918	Interfund Charges- Comp Maint		1,168
<u>Public Works - Facilities Maint</u>	30710000	6918	Interfund Charges- Comp Maint		1,377
To correct for Information Services Maintenance charges					
<u>Code Enforcement</u>	10204400	6918	Interfund Charges- Comp Maint		3,884
	10204400	4203	Background Check/Report Fee	900	
	10204400	4551	Fines/Penalties for Violation	133,290	
	10204400	4554	Vehicle Abatement Fee		7,118
	10204400	4561	Rental Business License Inspec	48,750	
	10204400	4659	Refunds and Reimbursements	16,000	
	10204400	6440	Contracted Services		40,000
	10204400	6532	Maintenance/Other Supplies		2,100
Adjusted for actual revenues and expenditures.					
<u>Engineering</u>	10204300	4100	Permit Fees	13,500	
	10204300	4104	Permits - Encroachment		18,500
	10204300	4216	Inspection/Plan Check Fees		22,500
	10204300	4344	Interfund Charges/ Project Mgt	80,000	
	10204300	4657	Miscellaneous Revenue	5,000	
	10204300	6417	Software Costs	2,000	
	10204300	6440	Contracted Services	59,700	
	10204300	5005	Salaries/Part-time		37,291
	10204300	5105	Salaries/Leave Payout	46,320	
	10204300	6918	Interfund Charges- Comp Maint		2,801
Adjusting for changes in personnel/positions and actual revenue projections.					
<u>Building</u>	10204200	6530	Conference, Training, Education	5,000	
	10204200	6918	Interfund Charges- Comp Maint		1,121
Adjust for essential training of personnel on building codes.					
<u>Parks - Parks Admin</u>	10206000	6918	Interfund Charges- Comp Maint		6,370
	10206000	5000	Salaries/Full-time		31,963
	10206000	5100	Salaries/Overtime		300
	10206000	5300	Public Employee Retirement Sys		8,915
	10206000	5302	Long Term Disability Insurance		116
	10206000	5303	Life Insurance Premiums		33
	10206000	5304	Workers Compensation Insurance		2,818
	10206000	5305	Medicare Tax- Employer's Share		483
	10206000	5308	Deferred Compensation/Full-tim		1,342
	10206000	5310	Section 125 Benefit Allow.		11,398
To reduce costs related to elimination of position and moving employee to Public Works.					
<u>Parks - Parks</u>	10206100	4172	Rents and Leases/ Ath Field Ut	3,000	
	10206100	4344	Interfund Charges/ Project Mgt		9,000
	10206100	4434	Grant		5,000
	10206100	4600	Assessments	250	
	10206100	4657	Miscellaneous Revenue		4,300
	10206100	4659	Refunds and Reimbursements		4,000

EXHIBIT AA

CITY OF MADERA

Budget Appropriations: Res. 18- 3/7/2018

Mid-Year Budget Adjustments for Fiscal Year 2017/18

FUND	ORG CODE	OBJECT CODE	DESCRIPTION	(+)	(-)
	10206100	6402	Telephone/Fax Charges		1,000
	10206100	6425	Vehicle Fuel, Supplies & Maint	9,250	
	10206100	6918	Vehicle Fuel, Supplies & Maint		389
	Adjusting for operational expenses and actual revenue projections.				
<u>Parks - Landscape Maintenance</u>	10206110	6907	Vehicle Replacement	6,696	
	10206110	6908	Vehicle Maintenance	13,824	
	10206110	6425	Vehicle Fuel, Supplies & Maint		1,700
	10206110	5005	Salaries/Part-time		6,790
	10206110	5100	Salaries/Overtime	1,500	
	10206110	5304	Workers Compensation Insurance		599
	10206110	5305	Medicare Tax- Employer's Share		102
	10206110	5307	Deferred Comp/Part-Time		254
	Part time employee reduction. Update to Fleet Maintenance transfer-out				
<u>Parks - Recreation</u>	10206200	4683	Program Revenue		63,000
	10206200	4434	Grants		25,000
	10206200	5000	Salaries/Full-time		8,465
	10206200	5005	Salaries/Part-time	17,658	
	10206200	5100	Salaries/Overtime	2,500	
	10206200	5105	Salaries - Leave Payout	483	
	10206200	5300	Public Employee Retirement Sys		2,329
	10206200	5302	Long Term Disability Insurance		31
	10206200	5303	Life Insurance Premiums		8
	10206200	5304	Workers Compensation Insurance	810	
	10206200	5305	Medicare Tax- Employer's Share	137	
	10206200	5307	Deferred Comp/Part-Time	662	
	10206200	5308	Deferred Compensation/Full-tim		356
	10206200	5309	Unemployment Insurance	360	
	10206200	5310	Section 125 Benefit Allow.		3,853
	10206200	6532	Maintenance/Other Supplies	2,500	
<u>Parks - Senior Operations</u>	10206218	4303	Donations/C-1		700
	10206218	4304	Donations/C-2	600	
	10206218	4314	Donations/Transportation	100	
	10206218	4315	Fundraising	5,000	
	10206218	4463	F.M.A.A.A. Site Management		28,000
	10206218	6401	Gas and Electric Utilities	2,400	
	10206218	6425	Vehicle Fuel, Supplies & Maint		250
	10206218	6445	Field Trips		2,800
	10206218	6580	OPEB Obligation Expense		325
	10206218	5000	Salaries / Full-Time		28,785
	10206218	5300	Public Employees Retirement Sy		8,058
	10206218	5302	Long Term Disability Insurance		103
	10206218	5303	Life Insurance Premiums		37
	10206218	5304	Workers Compensation Insurance		2,538
	10206218	5305	Medicare Tax- Employer's Share		435
	10206218	5308	Deferred Compensation/Full-tim		1,209
	10206218	5309	Unemployment Insurance		155
	10206218	5310	Section 125 Benefit Allow.		13,344
<u>Parks - Therapeutic Programs</u>	10206219	4301	Donations	4,000	
	10206219	4311	Donations/Adult Day Care	4,131	
	10206219	4315	Fundraising	3,000	
	10206219	4470	F.M.A.A.A. Grant - Adult Day C	16,684	
	10206219	4502	County Reimbursement/ADC	422	
	10206219	6401	Gas and Electric Utilities		800
	10206219	6402	Telephone/Fax Charges		200
	10206219	6412	Advertising/Other		100
	10206219	6416	Office Supplies/Expendable		599

EXHIBIT AA

CITY OF MADERA

Budget Appropriations: Res. 18- 3/7/2018

Mid-Year Budget Adjustments for Fiscal Year 2017/18

FUND	ORG CODE	OBJECT CODE	DESCRIPTION	(+)	(-)
	10206219	6440	Contracted Services		5,900
	10206219	6518	Other Supplies		3,200
	10206219	6530	Conference/Training/Ed		500
	10206219	6532	Maintenance/Other Supplies		400
	10206219	6902	Interfund Charges- Central Sup		200
	10206219	5000	Salaries / Full-Time		3,338
	10206219	5005	Salaries / Part-time		38,416
	10206219	5100	Salaries / Overtime	56	
	10206219	5105	Salaries - Leave Payout	290	
	10206219	5300	Public Employees Retirement Sy		921
	10206219	5302	Long Term Disability Insurance		12
	10206219	5303	Life Insurance Premiums		2
	10206219	5304	Workers Compensation Insurance		3,682
	10206219	5305	Medicare Tax- Employer's Share		628
	10206219	5307	Deferred Comp/Part-Time		1,441
	10206219	5308	Deferred Compensation/Full-tim		140
	10206219	5309	Unemployment Insurance		1,161
	10206219	5310	Section 125 Benefit Allow.		1,100
<u>Parks - Sports Programs</u>	10206220	5000	Salaries/Full-time		3,333
	10206220	5100	Salaries/Overtime	1,850	
	10206220	5105	Salaries/Leave Payout	600	
	10206220	5300	Public Employee Retirement Sys		904
	10206220	5302	Long Term Disability Insurance		12
	10206220	5303	Life Insurance Premiums		2
	10206220	5304	Workers Compensation Insurance		294
	10206220	5305	Medicare Tax- Employer's Share		50
	10206220	5308	Deferred Compensation/Full-tim		140
	10206220	5309	Unemployment Insurance		9
	10206220	5310	Section 125 Benefit Allow.		1,099
<u>Parks - Aquatics</u>	10206230	4238	Public Swim		2,500
	10206230	4258	Pool Concession		2,000
	10206230	4260	Pool Rentals	1,000	
	10206230	5000	Salaries/Full-time		1,111
	10206230	5100	Salaries/Overtime	1,100	
	10206230	5105	Salaries/Leave Payout	200	
	10206230	5300	Public Employee Retirement Sys		288
	10206230	5302	Long Term Disability Insurance		4
	10206230	5304	Workers Compensation Insurance		98
	10206230	5305	Medicare Tax- Employer's Share		16
	10206230	5308	Deferred Compensation/Full-tim		46
	10206230	5309	Unemployment Insurance		3
	10206230	5310	Section 125 Benefit Allow.		366
	Adjust for position vacancy savings, reduction in operating expenses and grant revenues.				
<u>Parks - Centers</u>	10206240	4155	Rents/ Bergon Center	600	
	10206240	4166	Lease/Colocator Lease	3,000	
	10206240	4168	Rents/ Pan Am Center	5,000	
	10206240	4183	Rents/Youth Hut	400	
	10206240	4315	Fundraising		1,100
	10206240	6402	Telephone/Fax Charges	6,000	
	10206240	6416	Office Supplies/Expendable		400
	10206240	6417	Software Costs		800
	10206240	6445	Field Trips		500
	10206240	5100	Salaries/Overtime	725	
	10206240	5100	Salaries/Overtime		1,578
	Adjusting for actual operating expenses and revenues.				
<u>Parks - Special Events</u>	10206270	6532	Maintenance/Other Supplies		3,850
	10206270	5000	Salaries/Full-time		6,237

EXHIBIT AA

CITY OF MADERA

Budget Appropriations: Res. 18- 3/7/2018

Mid-Year Budget Adjustments for Fiscal Year 2017/18

FUND	ORG CODE	OBJECT CODE	DESCRIPTION	(+)	(-)
	10206270	5005	Salaries/Part-time		10,234
	10206270	5100	Salaries/Overtime	1,050	
	10206270	5105	Salaries/Leave Payout	600	
	10206270	5300	Public Employee Retirement Sys		1,703
	10206270	5302	Long Term Disability Insurance		22
	10206270	5303	Life Insurance Premiums		6
	10206270	5304	Workers Compensation Insurance		1,453
	10206270	5305	Medicare Tax- Employer's Share		249
	10206270	5307	Deferred Comp/Part-Time		384
	10206270	5308	Deferred Compensation/Full-tim		262
	10206270	5309	Unemployment Insurance		334
	10206270	5310	Section 125 Benefit Allow.		2,538
	Adjust for position vacancy savings and reductions to programming.				
<u>Fire</u>	10202500	6907	Vehicle Replacement	8,067	
	Correction to Fleet Replacement transfer out.				
<u>Public Works - Streets</u>	10203010	5105	Salaries/Leave Payout	25,000	
	10203010	6918	Interfund Charges- Comp Maint		1,377
	Early retirement one time expense.				
<u>Public Works - Graffiti Abatement</u>	10203020	5000	Salaries/Full-time		25,526
	10203020	5110	Salaries/Uniform Pay		173
	10203020	5300	Public Employee Retirement Sys		4,510
	10203020	5302	Long Term Disability Insurance		92
	10203020	5303	Life Insurance Premiums		35
	10203020	5304	Workers Compensation Insurance		2,266
	10203020	5305	Medicare Tax- Employer's Share		388
	10203020	5308	Deferred Compensation/Full-tim		1,072
	10203020	5309	Unemployment Insurance		145
	10203020	5310	Section 125 Benefit Allow.		2,492
	Savings due to moving employee into vacant position and eliminating another position.				
<u>Public Works - Drainage</u>	45003090	6918	Interfund Charges- Comp Maint		393
	To correct for Information Services Maintenance charges				
<u>Public Works - Water M&O</u>	20303800	6532	Maintenance/Other Supplies	50,000	
	20303800	6918	Interfund Charges- Comp Maint		18,691
	Well repairs and correct for Information Services Maintenance charges				
<u>Public Works - Airport Operations</u>	20503270	6440	Contracted Services	20,000	
	20503270	6918	Interfund Charges- Comp Maint		425
	FAA Project and correct for Information Services Maintenance charges				
<u>Public Works - Solid Waste Disposal</u>	47603600	8200	Transfer Out	33,791	
	47603600	6918	Interfund Charges- Comp Maint		2,336
	Transfer to PD and Code for homeless clean-up and correct for Information Services Maintenance charges				
<u>Fire Development Impact Fees</u>	40860000	7030	Facilities/Improvements		137,000
	Resurfacing projects not eligible for funds.				
<u>Fleet Maintenance</u>	30701240	6918	Interfund Charges- Comp Maint		393
	To correct for Information Services Maintenance charges				
<u>City Council</u>	10201000	6530	Conference/Training/Ed Dist 1		850
	10201000	6530	Conference/Training/Ed Dist 2		850
	10201000	6530	Conference/Training/Ed Dist 3		850
	10201000	6530	Conference/Training/Ed Dist 4		1,700
	10201000	6530	Conference/Training/Ed Dist 5		850
	10201000	6530	Conference/Training/Ed Dist 6		850
	10201000	6530	Conference/Training/Ed Mayor		850
	Reduced budgets for conference and training of Council Members				

EXHIBIT AA

CITY OF MADERA

Budget Appropriations: Res. 18- 3/7/2018

Mid-Year Budget Adjustments for Fiscal Year 2017/18

FUND	ORG CODE	OBJECT CODE	DESCRIPTION	(+)	(-)
<u>City Clerk</u>	10201010	6530	Conference/Training/Ed		2,400
	10201010	6918	Interfund Charges- Comp Maint		560
			Reduced training due to timing and to correct for Information Services Maintenance charges		
<u>Community Development Block Grant (1021)</u>	10218020	7030	Facilities/Improvements - add'l grant funds PK-13	6,790	
	10218020	7050	Infrastructure - add'l grant funds TS-09	12,560	
	10218020	4XXX	New CDBG Rev		19,350
<u>Local Partnership Program LPP (new)</u>	NEW ORG	7050	Infrastructure - new RMRA program R-65	217,000	
	NEW ORG	4XXX	New RMRA Revenue		217,000
			New program funding as of this fiscal year		
<u>Traffic Signal Impact Fee (DIF: 4097)</u>	40970000	7050	Infrastructure - Project TS-19	97,900	
	40970000	7050	Infrastructure - moving funds from TS-09 to TS-17		320,000
	40970000	7050	Infrastructure - moving funds to TS-17 from TS-09	320,000	
			Moving funds from projects. Drawing from fund balance.		
<u>CMAQ (DIF: 4170) Federal Aid</u>	41705070	7050	Infrastructure - CMAQ funds for design R-68	10,000	
	41705070	7050	Infrastructure - CMAQ funds for construction R-38	43,377	
	41705070	4XXX	Revenue		53,377
<u>Local Transportation Fund (DIF: 4200)</u>	42005330	7050	Local matching funds for design R-68	2,000	
	XXXXXXXX	XXXX	Move funds to Transit for Operations/Cap MAX-DAF	660,000	
	42005330	7050	Move funds from Concrete Projects Share R-41		25,000
	42005330	7050	Move funds from Washington School R-73		22,000
	42005330	7050	Move funds from Sidewalks School and Commercial R-62		10,000
	42005330	7050	Move funds from 4th/Lake/Central R-57		10,000
	42005330	7050	Move funds from Raymond Road Shoulder R-37		10,000
	42005330	7050	Move funds from contingency/Misc projects R-31		30,000
	42005330	7050	Move funds from Traffic Warrants ENG-c		5,000
	42005330	7050	Move funds from Olive Ave R-10		550,000
			Reducing LTF in Engineering projects for Transit Capital and Operations match.		
<u>Measure T - Environmental Enhancement (4157)</u>	41570000	7050	moving funds to R-66 from R-64	13,000	
	41570000	7050	moving funds from R-64 to R-66		13,000
			Moving funds from projects		
				2,048,383	2,055,510



REPORT TO THE CITY COUNCIL

COUNCIL MEETING OF March 07, 2018

AGENDA ITEM NUMBER E-2

APPROVED BY

Julie Franks
GRANTS ADMINISTRATOR

Steve Franzen
CITY ADMINISTRATOR

SUBJECT: REQUEST FOR COUNCIL TO ADOPT A RESOLUTION AUTHORIZING THE MAYOR TO SIGN A LETTER OF SUPPORT ON BEHALF OF THE CITY FOR THE MADERA COUNTY WORKFORCE INVESTMENT CORPORATION, INC. 2018 WELLS FARGO AND USCM COMMUNITY WINS GRANT PROGRAM APPLICATION AND FOR THE CITY TO BECOME A PARTNER IN THE PROJECT

RECOMMENDATION: Staff recommends that the Council adopt the attached resolution and become a partner in the proposed U.S. Conference of Mayors Wells Fargo Community WINS Grant Program application being submitted by Madera County Workforce Investment Corporation, Inc.

SUMMARY/DISCUSSION:

In January 2015, the U.S. Conference of Mayors (USCM) and Wells Fargo announced a new collaboration, the Community WINS (Working/Investing in Neighborhood Stabilization) grant program, aimed at accelerating revitalization, economic development and job creation in municipalities across the country. Through this grant, the USCM and Wells Fargo are committed to providing the opportunity for cities across the United States, through local nonprofits, to invest in and promote the long-term economic prosperity and quality of life for their communities. Together, they are focused on strengthening and expanding communities, removing blight and rebuilding communities, recognizing outstanding leadership and innovative solution, and identifying these initiatives and best practices. The Madera County Workforce Corporation, Inc. (Workforce) will be the lead agency of this proposal, while securing City of Madera's partnership and support.

After staff exhausted various efforts to secure funding resources for the construction of a home at 311 Stadium Road, Madera, CA, staff solicited the assistance of Habitat for Humanity in late 2017. Habitat for Humanity is a national non-profit agency that has a strong reputation for assisting in building homes for families in need. Upon contacting representatives from the organization, it was agreed that Habitat for Humanity staff was willing to work with City staff to find resources that could assist in building the home for the family at 311 Stadium Road, which is owned by an elderly couple whose income is categorized as extremely low, are life-long residents of the City of Madera, and were uninsured at the time of the fire on their property in 2016.

In January 2018 Madera County Workforce Investment Corporation, Inc. contacted City staff requesting support in their grant application to the 2018 Wells Fargo and United States Conference of Mayors (USCM) Community WINS Grant Program. In discussions about what the City and Habitat for Humanity were collaboratively trying to do at 311 Stadium Road, a tri-agency partnership and strategy for a project was developed. Through this grant opportunity, the Workforce proposes to further job creation and job training for residents in the local area in the field of construction. Workforce has the training infrastructure, access to residents wanting to develop their skills, and the capacity to apply and execute the Wells Fargo Community WINS grant.

Workforce has agreed to take the lead in the grant application, and requests that the City of Madera partner in the grant project by the Mayor offering a letter of support (Attached) for Workforce's application for the grant, and by assisting with the construction process for the home at 311 Stadium Road; such as, by covering the cost of construction permits that will be necessary for this project, by supporting Workforce and Habitat for Humanity's efforts to raise additional funds for this project, and by allowing staff to assist with relevant tasks associated with implementing the project. The application will be submitted by March 16, 2018 to Wells Fargo WINS Grant Program and a notification of award is expected by June 2018.

Although this grant is extremely competitive in that only two (2) \$150,000 awards are given per year for City of Madera's population size category nationally, we consider that the tri-agency partnership and the potential for this model to be replicated in the future through other job training/job creating and housing development projects in the City, makes for a competitive project proposal. Should the grant not be awarded, City, Habitat for Humanity and Workforce will continue to explore options to complete the construction for the family.

FINANCIAL IMPACT: The only financial impact associated with this action is City's commitment to providing the fees for building and other construction permits associated with the development of a residential unit at 311 Stadium Road.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

Working on the development of this residential unit supports Action 101.8 by promoting and encouraging the development and redevelopment of low- and moderate-cost housing.

RESOLUTION NO. 18 - _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, AUTHORIZING THE MAYOR TO SIGN A LETTER OF SUPPORT ON
BEHALF OF THE CITY FOR THE MADERA COUNTY WORKFORCE INVESTMENT
CORPORATION, INC. 2018 WELLS FARGO AND USCM COMMUNITY WINS
GRANT PROGRAM APPLICATION AND FOR THE CITY TO BECOME A PARTNER
IN THE PROJECT**

WHEREAS, City of Madera is in support of securing resources to build affordable housing for its residents; and

WHEREAS, City of Madera is in support of developing partnerships with local and regional agencies to work on accelerating job creation and job training opportunities for its residents; and

WHEREAS, by being a direct partner in the proposed grant project will directly benefit a City neighborhood by removing blight and with the development of an infill project.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA
HEREBY FINDS RESOLVES AND ORDERS AS FOLLOWS:**

1. The above recitals are true and correct.
2. City of Madera does support the grant application as addressed in the letter of support, a copy of which is on file in the office of the City Clerk.
3. The Mayor of the City of Madera is hereby authorized to sign said letter on behalf of the City.
4. This Resolution is effective immediately upon adoption.

* * * * *



March 8, 2018

2018 CommunityWINS Judging Panel
c/o USCM, 1620 Eye Street N.W.
Washington D.C. 20006

Re: Letter of Support for the "**Build Madera**" Grant Application

Dear 2018 CommunityWINS Judging Panel:

The City of Madera is in support of the Madera County Workforce Investment Corporation's (Workforce) "**Build Madera**" proposal for the 2018 Wells Fargo and USCM CommunityWINS Grant Program. This project seeks to leverage funding for the construction of a new home in the City of Madera. The original home was destroyed by devastating fire, leaving an elderly couple without a home. This couple are life-long residents of Madera, and for financial reasons were uninsured at the time of the fire. The couple currently is living with adult children. All attempts to secure local resources for this couple have been exhausted.

While the outcome of this project will ultimately provide a home to this couple, it will also leverage a newly formed partnership with the City of Madera and Habitat for Humanity aimed at furthering job creation and creating future affordable housing opportunities in our community. Through this project, much needed job training and paid work experience will be provided through the Madera County Workforce Investment Corporation and the Workforce Assistance Center in the area of construction, which is currently experiencing a significant labor shortage in our region. This job training effort will provide valuable work experience in drywall, masonry, framing, plumbing, electrical, etc. in order to expand job opportunities for our local residents and will include small business/entrepreneurship workshops to further increase job creation and small business expansion in this job sector. In addition, this project will provide neighborhood stabilization and will mitigate the blight that the fire has created in that particular neighborhood.

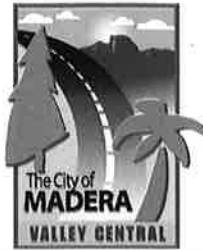
The partnership and implementation of this project will create a model for future opportunities for the City, Workforce and Habitat for Humanity to collaborate in job creation, complete housing developments benefitting the local work sector and residents in need of housing. In addition to the primary objective of partnering with stakeholders to build a safe, decent, and affordable home for a family, Habitat is committed to the greater community. Through Habitat's Acts of Kindness Program (A-OK), staff and volunteers will reach out to residents in the immediate neighborhood to identify other housing needs. Habitat will provide minor beautification to neighboring homes at no cost, to remedy blight. Projects will include trash pick-up, painting of fences, window wiping, and minor landscaping. This complementary service is an extension of Habitat's heart to not only build homes, but to also build community, and hope.

The City of Madera fully supports this grant proposal and the Madera County Workforce Investment Corporation in their endeavor to acquire funding from Wells Fargo and USCM CommunityWINS Grant Program to work in collaboration with the City of Madera and Habitat for Humanity.

Sincerely,

Andrew J. Medellin, Mayor
City of Madera

REPORT TO THE CITY COUNCIL



Groundwater Sustainability Agency

Return to Agenda

COUNCIL MEETING OF:
March 7, 2018

AGENDA ITEM NUMBER:
E-3

Approved By:


Community Development Director


City Engineer


City Administrator

SUBJECT: Update on City of Madera Groundwater Sustainability Agency Activities, Appointment of Council Members and Technical Experts to the Madera Subbasin Coordination Committee, and Review and Comment on Proposed Coordination Committee Charter

RECOMMENDATION:

Staff recommends that the City Council, acting as the Groundwater Sustainability Agency, take the following actions regarding the Madera Subbasin Coordination Committee:

- ☐ Appoint an elected member and alternate to the Subbasin Coordination Committee.
- ☐ Appoint the Community Development Director as the primary technical expert and the City Engineer as the alternate or secondary technical expert.
- ☐ Provide comment or suggested modifications to the recommended Subbasin Coordination Committee Charter.

SUMMARY:

The City of Madera is one of seven agencies that have established a Groundwater Sustainability Agency (GSA) within the boundaries of Madera Groundwater Subbasin pursuant to the Sustainable Groundwater Management Act (SGMA). Six of those GSAs, including the City of Madera, entered into a memorandum of understanding which formalizes their intent to work together on a Groundwater Sustainability Plan (GSP). The Madera Subbasin has received preliminary information indicating that it has received a grant award to fully fund preparation of the GSP.

The formation of a Coordination Committee, comprised of decision makers and technical experts from each GSA, is recommended to facilitate the preparation of the GSP. A draft charter has been prepared by a third party facilitator and staff members of each GSA to outline the function and operating characteristics of the Coordination Committee. The initial meeting of the Committee is tentatively set for March 22, 2018 at 1:30 (Location in Madera to be determined). Monthly

meetings will likely follow, along with special meetings as the need arises. Each of the six GSAs that are working together on the GSP has been asked to designate a member and alternate to serve on the Committee. Technical experts from each GSA should also be designated. Staff recommends that the Council designate the Community Development Director and City Engineer as the primary and secondary technical experts, respectively.

DISCUSSION:

In September of 2014, the Governor signed into law SB 1168, AB 1739, and SB 1319, known collectively as the Sustainable Groundwater Management Act (SGMA). SGMA established a framework for sustainable, local groundwater management and requires groundwater-dependent regions to halt overdraft and bring basins into balanced levels of pumping and recharge. For the Madera Groundwater Subbasin, the formation of Groundwater Sustainability Agencies (GSAs) was required by 2017, and the preparation of a Groundwater Sustainability Plan (GSP) is required by 2020.

A total of seven agencies within the Madera Subbasin formed GSAs under SGMA. In addition to the City of Madera, the following local agencies established GSAs:

- | | |
|---|---|
| <input type="checkbox"/> Madera County | <input type="checkbox"/> Gravelly Ford Water District |
| <input type="checkbox"/> Madera Irrigation District | <input type="checkbox"/> Root Creek Water District |
| <input type="checkbox"/> Madera Water District | <input type="checkbox"/> New Stone Water District |

In 2017, six of the seven GSAs executed a memorandum of understanding agreeing to cooperate on the formation of a single Groundwater Sustainability Plan (GSP). New Stone Water District decided to prepare a separate, stand-alone GSP, and will be interacting with the six other agencies through a coordination agreement. Such an agreement is required when more than one GSP will be prepared for a groundwater subbasin.

GSP Preparation

In 2016, Madera County received Proposition 1 grant funding to engage a consultant to begin work on preliminary tasks necessary to prepare a GSP and comply with SGMA, as follows:

1. Create a Hydro-geologic Conceptual Model of the Subbasin
2. Prepare a Conceptual Subbasin Water Budget Model and Time Period for Analysis
3. Identify Crucial Data Sets; Compile Existing Groundwater Data
4. Identify and Prioritize Data Gaps

Davids Engineering in collaboration with Luhdorff & Scalmanini Consulting Engineers was selected through a competitive request for proposals (RFP) process to undertake this initial scope of work. While Madera County was the grant recipient and administers the consultant agreement, all of the GSAs in the Madera Subbasin worked to facilitate the completion of the consultant's scope of work. The resulting work products include a technical memorandum addressing Data Collection and Analysis and a technical memorandum addressing the Preliminary Basin Boundary Water Budget.

Both documents are available on the City's GSA Web page. The next segment of work will build off of this material.

In January of 2018, the County of Madera awarded an agreement to Davids Engineering to prepare the complete Groundwater Sustainability Plan for the six GSA's working together within the Madera Subbasin. Davids Engineering had submitted the lone proposal to do the work, at a cost of approximately \$1.4 Million. The contract specifies that the work is dependent upon the award of grant funding for the GSP. Preliminary notice of successful award was received in February, though the final disposition of the grant award still awaits.

Public and Stakeholder Engagement

A key element of SGMA includes inviting stakeholders and the public to participate in GSA activities, particularly in the development of the Groundwater Sustainability Plan. The scope of work approved in conjunction with the Davids Engineering agreement includes stakeholder outreach and public engagement and a sub-consultant added to the team will play a key role in those efforts. The Subbasin Coordination Committee discussed in this report will also play an important role in informing the public and accepting public input on the development of the GSP for the subbasin.

The City of Madera GSA also needs to invite and encourage public participation on issues related to GSP development as well as any business or issues it considers under SGMA. To that end, staff recommends that the first City Council meeting of each month be held as a joint meeting of the City Council and GSA, and that interested members of the public be encouraged to attend those meetings to address the Council on GSA matters. That will include simply accepting public comment as the GSA at the beginning of each meeting, as well as formally placing items on a GSA agenda as the need arises. An email signup form for those interested in information and public participation opportunities related to the GSA has been added to the City's GSA web page.

Madera Subbasin Coordination Committee

Description. The purpose of the Madera Subbasin Coordination Committee will be to advise the Madera Subbasin GSAs on groundwater sustainability plan (GSP) development, implementation, and public engagement consistent with the respective policies of each GSA. The intent of the Committee is to provide a forum for GSAs to share perspectives and participate in review and discussion of elements for GSP development. At this point, the Coordination Committee is anticipated to be a consensus-based body that will not have the ability to bind any member to any outcome that his or her GSA does not agree with. Authority to act and implement will be retained with individual GSAs. It should be noted, however, that the need for a decision making body with a defined voting structure, such as a joint powers authority, may eventually be necessary.

Coordination Committee Charter. A draft charter outlining the function, structure, and operating characteristics of the Coordination Committee has been prepared for consideration by each of the affected GSAs. The Committee is envisioned as being comprised of 13 seats, including 1 board member and 1 technical expert from each of the six GSAs working collaboratively on the single GSA. The seventh GSA, New Stone Water District, would retain a single seat for information sharing only. Coordination Committee meetings will be subject to the Brown Act and, as noted above, will be

based on developing consensus amongst its members on the issues that are presented. Each GSA that will participate on the Coordination Committee has been asked to review and comment on the recommended charter in advance of the initial March 22nd meeting.

Committee Membership. In preparation for the initial meeting of the Coordination Committee, the City of Madera GSA should identify a member of its elected body and an alternate to sit on the Committee. A technical expert and alternate should also be identified. The recommended charter offers the following criteria for membership:

Coordination Committee Members

- Serve as a strong effective advocate for GSAs and their beneficial users
- Work collaboratively with others
- Commit time needed for ongoing discussions
- Attend every meeting or appoint an alternate
- Collectively reflect diversity of interests
- Have the requisite content knowledge and/or capacity to contribute to discussions on behalf of GSAs.
- Reflect and present Coordination Committee discussions and recommendations to GSA Boards

Coordination Committee Technical Experts

- Serve as a technical and subject matter experts and advisors related to groundwater data and GSP development
- Understand SGMA and GSP requirements
- Work collaboratively with others
- Commit time needed for ongoing discussions

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Strategy 434 - Ensure continued water supplies to meet the demands of all Maderans through innovative reclamation, conservation and education on water-use.

FINANCIAL IMPACT:

No direct or substantive financial impact has been identified with regard to the proposed Coordination Committee. Staff time dedicated to SGMA compliance has grown since its adoption and will likely continue to growth through the GSP Development process.

Madera Subbasin Groundwater Sustainability Agencies

Subbasin Coordination Committee Charter

Draft 2.16.2018

Coordination Committee Charge

The purpose of the Madera Subbasin Coordination Committee ("Committee") is to advise the Madera Subbasin Groundwater Sustainability Agencies' ("GSAs" or "Agencies") Boards of Directors and decision-makers (collectively "Boards") on groundwater sustainability plan (GSP) development, implementation, and public engagement consistent with the Agencies' respective policies. The intent of the Committee is to provide a forum for GSAs to share perspectives and participate in review and discussion of elements for GSP development. The Committee will identify areas of agreement, issues requiring more in-depth GSA discussion or consideration, and make recommendations that the GSA Boards will consider in their decision-making.

The Coordination Committee may review or provide recommendations to the Boards on the following groundwater-related issues:

- Development, adoption, or amendment of the groundwater sustainability plan (GSP)
- Sustainability goals and objectives
- Technical and reporting standards, including best management practices, data management and reporting
- Monitoring programs
- Annual work plans and reports (including mandatory 5-year milestone reports)
- Modeling scenarios
- Inter-basin coordination activities
- Project and management actions to achieve sustainability
- Grant funding proposals
- Community outreach and engagement
- Local regulations to implement SGMA
- Fee proposals
- General Coordination in response to GSA inquiries

The Coordination Committee will not be involved in any individual Agencies' budgets or day-to-day operations, such as personnel staffing or contracting.

Open Process and Conflicts of Interest

All meetings of the Coordination Committee shall be open to the public. The Coordination Committee will announce meetings on the respective Agencies' websites and through regular communication channels.

The Coordination Committee shall adopt a schedule and location for regular meetings, and meeting agendas shall be posted consistent with SGMA and Brown Act requirements.

All Coordination Committee meetings shall provide for public comment consistent with the Brown Act, including non-agenda public comment and public comment on individual agenda items. Public comment will generally be limited to 3 minutes, but the time may be adjusted based upon meeting circumstances. Special and emergency meetings need not provide for non-agenda public comment, but such comment may be allowed in the Coordination Committee's discretion.

Members of the Coordination Committee are subject to all applicable conflict of interest laws including Government Code section 1090 and the California Political Reform Act.

Ad Hoc Workgroups

The Coordination Committee may form ad hoc or temporary workgroups as needed for limited purposes. Workgroups shall consist of less than a quorum of the GSA Board members or legislative bodies, or they shall fall under the advisory group guidelines. A workgroup is intended as an ad hoc group. It is not a standing group with designated participants. The workgroup shall be formed for limited purposes (e.g. reviewing specifically technical components of the GSP development) on an as needed basis.

The Coordination Committee will review and assess any recommendations made by workgroups along with stakeholder input prior to sharing any recommendations with the GSA Boards for consideration in their decision-making. This does not forestall recommendations or stakeholder input being shared directly with GSAs.

Term

This Coordination Committee is intended to serve as the coordinating body for the Madera Subbasin GSAs through development of the Madera Subbasin GSP(s). On or before October 2019, the Coordination Committee will evaluate the effectiveness of the Coordination Committee for coordination purposes and determine whether to form an alternate group or revise the Coordination Committee Charter. Unless the GSAs chose otherwise, the Coordination Committee shall remain active throughout the coordination of Madera Subbasin GSAs for GSP development and implementation.

Coordination Committee Representation

The Coordination Committee shall consist of two (2) members to represent each of the six coordinating GSA member agencies in the Madera Subbasin: Madera County Subbasin GSA, City of Madera GSA, Madera Irrigation District GSA, Root Creek Water District GSA, Madera Water District GSA, and Gravelly Ford Water District GSA. New Stone GSA shall retain a single seat for information sharing only for a total of thirteen (13) seats. Each Coordinating GSA Board shall designate two Committee representatives as follows:

- One member capable and authorized to speak on behalf of the GSA Board for coordination purposes. A GSA board member is recommended to serve in this capacity, but determination of the GSA representative is at the discretion of the individual GSAs.
- One member providing technical expertise or knowledge (when logistically possible).
- GSAs may appoint an alternate.

Coordination Committee members must live or work within or represent an organization with a presence in the Madera Subbasin, identified by the Department of Water Resources current Bulletin 118. The GSA Boards will determine if alternates are necessary, and if so, the appointment process.

Coordination Committee members serve without compensation.

Member Roles and Responsibilities

GSA Board of Directors

GSA Board members commit to the value of the Coordination Committee and will consider Coordination Committee recommendations when making policy decisions for their GSA. It is recommended that each GSA shall designate one Board member to sit on the Coordination Committee for these purposes. GSA Board members may also designate an alternate Board member to sit on the Coordination Committee.

Coordination Committee Membership

The purpose of the Coordination Committee is to develop and refine recommendations for GSA consideration. Likewise, the Coordination Committee offers an opportunity to incorporate community and stakeholder interests into recommendations on SGMA implementation in the Madera Groundwater Basin for the GSA Boards to consider in their decision-making process.

Coordination Committee members represent the diverse interests of the GSAs and groundwater users. The criteria for Coordination Committee members are to:

- Serve as a strong effective advocate for GSAs and their beneficial users
- Work collaboratively with others
- Commit time needed for ongoing discussions
- Attend every meeting or appoint an alternate
- Collectively reflect diversity of interests
- Have the requisite content knowledge and/or capacity to contribute to discussions on behalf of GSAs.
- Reflect and present Coordination Committee discussions and recommendations to GSA Boards

Coordination Committee Chair

The Coordination Committee will appoint a Chair and Vice-Chair. The Chair for the Coordination Committee agrees to:

- Work with the Agencies' administrators to develop the agenda for all meetings.
- Assist in framing issues so members are able to have a productive conversation and develop recommendations.
- Develop a summary of meeting agreements and discussions.

As resources are available and until such time as a Coordination Committee Chair is designated, the Madera Subbasin SGMA Facilitator shall perform the duties of the Chair and Vice-Chair.

Technical Experts (TE)

Among the Coordination Committee members are the Technical Experts ("TE"), GSAs may appoint Technical Experts from GSA Staff to participate in Coordination Committee and Ad Hoc Workgroup meetings as needed. These TE shall facilitate discussion among the GSAs on technical aspects or elements during the GSP development process, during implementation of the GSP, as well as on Agencies' policies related to groundwater management and monitoring data. The TE shall assist the GSP technical consultant retained by the Subbasin GSAs for GSP development (hereinafter referred to as

GSP Technical Consultant) and facilitate incorporation of community input on technical components of GSP development. The TE may form ad hoc working groups to facilitate inter-GSA review and discussion of technical elements for the GSP during plan development as needed, as well as during implementation of management practices. The ad hoc TE workgroups may discuss GSP Technical Consultant recommendations and report out discussions to the full Coordination Committee.

The TE members represent the technical interests of the GSAs. The criteria for TE members are to:

- Serve as a technical and subject matter experts and advisors related to groundwater data and GSP development
- Understand SGMA and GSP requirements
- Work collaboratively with others
- Commit time needed for ongoing discussions

Member Terms

The initial Coordination Committee will include 13 seats with three -year terms ending in January 31, 2020. Following initial Committee appointment, all terms will be two years and end in December. If a vacancy occurs the GSAs will appoint a new individual to complete the term. GSAs may remove Committee members in their own discretion at any time.

Madera Subbasin Roundtable Meeting Participation

The Madera Subbasin Public Engagement and Outreach Plan anticipates the incorporation of Public Round Tables or similar sessions for public discussion. These sessions shall be scheduled to coincide with Coordination Committee meetings and GSP planning meetings with the GSP Technical Consultant, as appropriate. One or more members of the Coordination Committee shall participate in every stakeholder roundtable meeting and report back to the Coordination Committee regarding perspectives shared and discussed during those roundtable meetings. This will facilitate incorporating Stakeholder input into recommendations put forth by the Coordination Committee to the GSA Boards.

Decision-Making

To inform GSA Boards' decision-making, the Coordination Committee will provide written recommendations in reports that reflect the outcome of Committee discussions, including input received during roundtable meetings. Coordination Committee members shall prepare individual board reports, confirming areas of agreements and discussion through meeting notes and highlights. The recommendation reports will identify areas of agreement and disagreement. The Committee may request that one or more Committee and TE members present its recommendations to the GSA Boards, including areas of agreement and disagreement, consistent with Committee deliberations. The GSA Boards will consider Coordination Committee recommendations when making decisions. If any GSA Board does not agree with the recommendations of the Coordination Committee, that Board shall state the reasons for its final decision(s) to facilitate discussion and revisions of recommendations by the Coordination Committee or through the GSA Dispute Resolution process determined among the GSAs under separate agreement.

The Coordination Committee will strive for consensus in all of its deliberations. Working toward consensus is a fundamental principle. Consensus means that all Committee members either fully support or can live with the recommendation or overall plans and believe that their GSAs and its constituents can as well. The consensus must be feasible to receive GSA approval. In reaching

consensus, some Committee members may strongly endorse a particular proposal while others may accept it as "workable." Others may be only able to "live with it." Still others may choose to "stand aside" by verbally noting a disagreement, yet allowing the group to reach a consensus without them if the decision does not affect them or compromise their interests. Any of these actions still constitutes consensus. When unable to reach consensus on recommendations, the Committee will outline the areas in which it does not agree, providing some explanation to inform GSA Boards' decision-making.

The Coordination Committee relationship to Madera GSAs and the overarching Subbasin decision-making structure is demonstrated in Diagram 1.

Consensus Process

In seeking consensus on an interim or final recommendation, Coordination Committee members will voice their opinions with specific proposals along the way, rather than waiting until a final recommendation has been developed. At all times, Committee members will ensure that they are providing input commensurate to their prescribed role and GSA. The basic consensus-seeking process is as follows:

- **Straw Polls:** Committee members will use straw polls to assess the degree of preliminary support for an idea before the group submits it as a formal proposal for final consideration. Representatives may indicate only tentative approval for a preliminary proposal without fully committing to its support.
- **Draft and Final Recommendations:** A group will use the following three levels to indicate member's degree of approval and support for any proposal being considered and to determine the degree of consensus.
 - ☐ **"Thumbs Down:"** I do not agree with the proposal. I feel the need to block its adoption and propose an alternative. Examples; a representative believes they cannot get a consensus of his/her GSA decision-makers as proposed
 - ☐ **"Thumbs Sideways:"** I am not enthusiastic about it, but I can accept the proposal.
 - ☐ **"Thumbs Up:"** I think this proposal is the best choice of the options available to us.
 - ☐ **"Abstention:"** At times, a pending recommendation may be infeasible for a representative to weigh in on. For example, this could include but is not limited to: a topic that has policy implications that GSA representative cannot be on record conflicting with, and therefore cannot offer a proposal or opinion; and other similar conditions.

The goal is for Committee members to be in the 'Thumbs Up' level of agreement. This agreement must be consistent with what the Committee members feel can be approved by their GSA boards. If any Coordination Committee member is at a 'Thumbs Down' level, that member must provide a counter proposal that legitimately attempts to achieve their interest and the interests of the other Committee members. The Coordination Committee will then evaluate how best to proceed. Committee members that abstain from particular proposals are encouraged to explain why abstention is in their GSAs best interest as well as in the interest of achieving the Subbasin goal to comply with SGMA within the requisite timeframes.

Process Agreements

To conduct a successful process, the parties agree to the procedures that the Coordination Committee will use as well as define individual behaviors or ground rules.

- ✓ **Everyone agrees to negotiate in good faith.** All participants agree to participate in decision making, to act in good faith in all aspects of this effort and to communicate their interests during meetings. Good faith also requires that parties not make commitments they do not intend to follow through with, and that parties act consistently in the meetings and in other forums where the issues under discussion in these meetings are also being discussed.
- ✓ **Everyone agrees to address the issues and concerns of the participants.** Everyone who is joining in the Coordination Committee is doing so because s/he has a stake in the issue at hand. For the process to be successful, all the parties agree to validate the issues and concerns of the other parties and strive to reach an agreement that takes all the issues under consideration. Disagreements will be viewed as problems to be solved, rather than battles to be won.
- ✓ **Everyone agrees to inform and seek input from their constituents about the outcome of the facilitated discussions.** To the extent possible, scheduling will allow for participants to inform and seek input from their constituents, scientific advisors, and others about discussions.
- ✓ **Everyone agrees that parties can meet with other organizational or interest group members.** Coordination Committee members may find it helpful to meet with other organizations or interest group members and to consult with constituents outside of the meeting so the member is better able to communicate community concerns on the issues at hand.
- ✓ **Everyone agrees to attend all the meetings to the extent possible or to appoint an alternate.** Continuity of the conversations and building trust are critical to the success of the Coordination Committee. Participants are encouraged to turn off cell phones and focus on the issue at hand. Agency staff or the facilitator will coordinate the meeting schedule. Alternates are encouraged to attend Coordination Committee meetings as members of the public.
- ✓ **Everyone agrees that decisions made at prior meetings will not be revisited due to the absence of a Committee member or appointed alternate.** It is critical to the success of the Coordination Committee as well as to the GSP process and timeline that recommendations are made in a timely manner. Therefore, decisions on recommendations will not be postponed or revisited due to absences during regularly scheduled Committee meetings.

Participation Agreements

The facilitator and participants, including the Committee members and the public shall be asked to follow these agreements.

Use Common Conversational Courtesy

All Ideas and Points of View Have Value

All ideas have value in this setting. We are looking for innovative ideas. The goal is to achieve understanding. Simply listen, you do not have to agree. If you hear something you do not agree with or you think is "silly" or "wrong," please remember that the purpose of the forum is to share ideas and perspectives.

Be Honest, Fair, and as Candid as Possible

Help others understand you and work to understand others.

Avoid Editorials

It will be tempting to analyze the motives of others or offer editorial comments. Please talk about *your own* ideas and thoughts. Avoid commenting on why you believe another participant thinks something.

Honor Time and Be Concise**Think Innovatively and Welcome New Ideas**

Creative thinking and problem solving are essential to success. "Climb out of the box" and attempt to think about the problem in a new way.

Invite Humor and Good Will**Be Comfortable**

Please feel help yourself to refreshments or take personal breaks. If you have other needs please inform the facilitator.

Communication

Media

Members are asked to speak only for their organization or themselves when asked by external parties, including the media, about the Coordination Committee's progress, unless there has been a formal adoption of a statement, concepts, or recommendations by the Coordination Committee. Members will refer media inquiries to the GSA listserv and website administrators and reserve freedom to express their own opinions to media representatives. Members should be careful to present only their own views and not those of other Committee members. The temptation to discuss someone else's statements or position should be avoided.

Amendments

The Coordination Committee can recommend future changes to the charge. The GSA Boards may amend the charge when needed using its decision-making procedures.

Diagram 1

MADERA SUBBASIN PROPOSAL

