

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

JOINT MEETING NOTICE AND AGENDA

**Wednesday, April 4, 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 Tim Echevarria, New Harvest Christian Fellowship

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. Martin Luther King Jr. Celebration Speech by Student Speaker Gizelle Castillo
2. Mid Valley Disposal Recyclers of the Year and Third and Fourth Quarter Reports (Annette Kwock)

INTRODUCTIONS

There are no introductions.

A. WORKSHOP

- A-1 Workshop to Review the Status and Use of Measure K Fire Protection Funds and to Review the Status of the Design and Construction Process for the New Northwest Madera Fire Station (Presentation by David Merchen and Matt Watson)
- A-2 Workshop Review and Recommendations Regarding Water Rate Cost Factors and Revenue Sources for Capital Projects (Report by Ron Manfredi)

B. CONSENT CALENDAR

- B-1 Minutes – There are no minutes for consideration.
- B-2 Warrant Disbursement Report 3/13/18 – 3/26/18 (Report by Tim Przybyla)
- B-3 Consideration of a Minute Order - Acceptance of the Bus Shelters and Amenities Installation, City Project Number Trans - 6 and Authorizing the Recording of a Notice of Completion (Report by Keith Helmuth)
- B-4 Consideration of a Resolution Approving an Amendment to Pricing Schedule for Switched Ethernet Service with AT&T for Obtaining Fiber Optic Ethernet Service to the Waste Water Treatment Plant, and Authorizing the Mayor to Sign the Amendment on Behalf of the City (Report by Mark Souders)
- B-5 Consideration of a Resolution Authorizing Submittal of an Application to the California Department of Resources Recycling and Recovery for Beverage Container Recycling City/County Payment Programs, and Authorizing the City Administrator to Execute all Grant Documents (Report by John Scarborough)
- B-6 Consideration of a Resolution Approving a Lease Agreement with County of Madera for a Hangar Lease Located at the Madera Municipal Airport, and Authorizing the Mayor to Execute the Agreement on Behalf of the City (Report by John Scarborough)
- B-7 Consideration of a Letter of Support for the Leadership Counsel for Justice and Accountability's Scope of Work for the Sustainable Groundwater Planning Grant Program (GSA - Report by David Merchen)
- B-8 Informational Report on Personnel Activity (Report by Wendy)

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

- C-1 A Noticed Public Hearing and Consideration of Introduction of an Ordinance Rezoning Approximately 6,000 Square Feet of Land Located 100 Feet North of the Northwest Corner of East Yosemite Avenue and High Street from the R3 (High Density Residential) Zone District to the C1 (Light Commercial) Zone District (APN: 007-123-003) (Report by Chris Boyle)
- C-2 A) Consideration of a Resolution Approving an Agreement with LSA Associates, Inc. for Preparation of the Village D Specific Plan Environmental Impact Report and Authorizing the Mayor to Execute the Agreement; and
- B) Consideration of a Resolution Approving an Agreement with Fagundes, Fagundes, Fagundes for the Funding of an Environmental Impact Report for the Village D Specific Plan and Authorizing the Mayor to Execute the Agreement (Report by Chris Boyle)
- C-3 Consideration of a Resolution Approving the Final Map for the Varbella Estates 1 Subdivision and Authorizing Execution of Subdivision Agreement and Authorizing the Mayor to Execute the Agreement on Behalf of the City; and
- Consideration of a Resolution Approving Annexation of the Varbella Estates 1 Subdivision into Zone of Benefit 39; Confirming the Diagram and Assessments for City Wide Landscape and Lighting Assessment District Zone of Benefit 39 for Fiscal Year 2018/2019; and Authorizing the City Clerk to File the Diagram and Assessment with the Madera County Auditor (Report by Keith Helmuth)
- C-4 A) Consideration of a Resolution Approving an Agreement with Bob Murray & Associates for Executive Recruiting Services for the Position of City Administrator; and
- B) Consideration of a Resolution Authorizing and Approving an Amendment to the City of Madera Fiscal Year 2017/18 Budget (Report by Wendy)
- C-5 Consideration of a Resolution of the City Council Approving Post-Issuance Tax Compliance Procedures for Tax-Exempt Bonds (Report by Tim Przybyla)
- C-6 Consideration of a Resolution of the Madera Public Financing Authority Approving Post-Issuance Tax Compliance Procedures for Tax-Exempt Bonds (MPFA - Report by Tim Przybyla)

D. WRITTEN COMMUNICATIONS

There are no items for this section.

E. ADMINISTRATIVE REPORTS

There are no items for this section.

F. COUNCIL REPORTS

G. CLOSED SESSION

G-1 Closed Session Announcement – City Attorney

G-2 Conference with Real Property Negotiators – Pursuant to Government Code Section 54956.8

212 E. 6th St. APN: 007-191-017
Agency Negotiators: Steve Frazier & Lester Jorgensen
Negotiating Party: Sams Prop Inv. LLC, Satvir Singh
Under Negotiations: Price and Terms

G-3 Conference with Labor Negotiators pursuant to Government Code §54957.6

Agency Designated Representatives: Steve Frazier & Wendy Silva

Employee Organizations: General Bargaining Unit
Madera Police Officers' Association
Mid-Management Employee Group
Law Enforcement Mid-Management Group

G-4 Closed Session Report – City Attorney

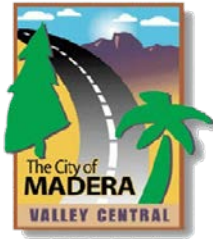
ADJOURNMENT – Next regular meeting April 18, 2018

[continued on next page]

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

I, Sonia Alvarez, City Clerk for the City of Madera, declare under penalty of perjury that I posted the above joint meeting notice and agenda for the Regular Meeting of the Madera City Council, the Special Meeting of the Madera City Council as the Groundwater Sustainability Agency, and a Special Meeting of the Madera Public Financing Authority for April 4, 2018, near the front entrances of City Hall at 4:30 p.m. on March 29, 2018.


Sonia Alvarez, City Clerk



**Madera City Council Agenda 04/04/18
Agenda Item A-1**

**Workshop to Review the Status and Use of Measure K Fire Protection
Funds and to Review the Status of the Design and Construction
Process for the New Northwest Madera Fire Station**

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

FINDINGS: WATER RATE REVIEW

I. MANFREDI CONTRACT ASSIGNMENT

The City's contract with Consultant Ron Manfredi covered three (3) separate areas. This Report addresses item #2 (Water Rate Assumptions) as State below:

Report to Interim City Administrator and City Council regarding consideration/review of water utility rate assumptions, related maintenance, personnel staffing, CIP percentages and long-term capital improvement plans and funding sources, and the revenue for these operations. Identify in that process the role of developmental impact fees and their relationship to capital projects included in the rate calculations and key benchmarks to be aware of in progressing with the current impact fee study.

This report is NOT a study of the Water Rates but rather a review and recommendations regarding what “**Cost Factors**” make up those rates and comments on the funding sources that provide the revenue for capital projects. Nor is it a Development Impact Fee (DIF) nexus report or comparability review of what other cities charge for DIF. However, it does address DIF as an important funding element of the Water Capital Improvement Plan (CIP) as is demonstrated below.

II. REVIEW APPROACH

Because the impetus for this review was initiated as the results of criticism of City of Madera's Water Rates and the related cost of Management & Administrative “Cost Allocation” to Enterprise funds such as Water Rates, this review begins with a presentation of the actual categories or “cost centers” that constitute the City's Total Water Services Cost Expenditures.

There are eight (8) such costs/expenditure categories. Other Enterprise Accounts would have most but not necessarily all of these costs factors. For example conservation only appears in Water and Debt Service would not appear in a number of Enterprise accounts.

Following is a list of these costs areas and the percentage expenditures of each in relationship to the entire costs of operating the **Water Enterprise System (Reference Included Charts For Details: A) Costs/Revenues, B) Percentage (%) Distribution of Costs, C) Direct Allocation Costs, D) Indirect Allocations Cost):**

CHART A - COSTS/REVENUES

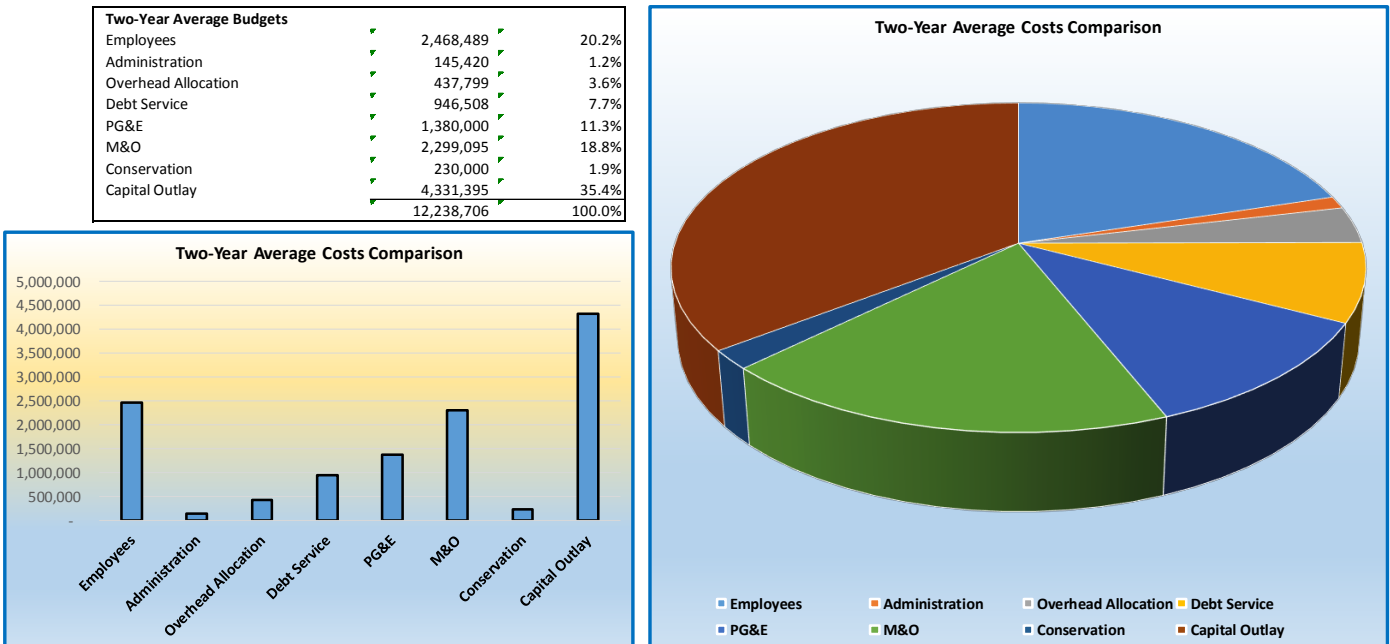
DESCRIPTION	FY13/14 ACTUALS	FY14/15 ACTUALS	FY15/16 ACTUALS	FY16/17 BUDGET	FY17/18 BUDGET
WATER UTILITY - BILLING/COLLECTIONS					
TOTAL REVENUE	(5,756,512)	(5,712,410)	(7,417,952)	(9,107,500)	(10,874,508)
MAINTENANCE AND OPERATIONS	516,290	646,160	726,166	0	0
TOTAL EXPENDITURES	516,290	646,160	726,166	0	0
FINANCE UTILITY BILLING - WATER					
SALARIES AND BENEFITS	0	0	0	492,871	495,276
MAINTENANCE AND OPERATIONS	0	0	0	160,662	208,749
CAPITAL OUTLAY	0	0	0	2,500	2,500
TOTAL EXPENDITURES	0	0	0	656,033	706,526
WATER UTILITY - MAINTENANCE AND OPERATIONS					
SALARIES AND BENEFITS	658,296	810,956	939,833	1,390,125	1,341,000
MAINTENANCE AND OPERATIONS	2,242,879	2,453,440	2,194,682	3,123,626	3,173,843
CAPITAL OUTLAY	48,142	23,743	0	11,250	16,600
TOTAL EXPENDITURES	2,949,317	3,288,139	3,134,515	4,525,001	4,531,443
WATER UTILITY- CAPITAL OUTLAY					
MAINTENANCE AND OPERATIONS	728,011	171,626	733,616	0	0
CAPITAL OUTLAY	50,501	1,047,771	465,310	5,911,939	2,603,000
TOTAL EXPENDITURES	778,512	1,219,397	1,198,927	5,911,939	2,603,000
WATER UTILITY - QUALITY CONTROL					
SALARIES AND BENEFITS	237,518	375,288	378,880	730,954	777,594
MAINTENANCE AND OPERATIONS	183,127	166,912	336,065	1,054,403	972,503
CAPITAL OUTLAY	0	0	0	115,000	0
TOTAL EXPENDITURES	420,645	542,200	714,946	1,900,356	1,750,097
WATER DEBT SERVICE - REVENUE BONDS					
TOTAL REVENUE	(4,957)	(8,521)	(11,367)	(3,000)	(8,000)
MAINTENANCE AND OPERATIONS	813,518	906,136	848,405	948,053	944,963
TOTAL EXPENDITURES	813,518	906,136	848,405	948,053	944,963
WATER FUND TOTALS					
TOTAL REVENUE	(5,761,469)	(5,720,931)	(7,429,319)	(9,110,500)	(10,882,508)
TOTAL SALARIES AND BENEFITS	895,814	1,186,244	1,318,714	2,613,949	2,613,870
TOTAL MAINTENANCE AND OPERATIONS	4,483,825	4,344,274	4,838,935	5,286,744	5,300,059
TOTAL CAPITAL OUTLAY	98,643	1,071,514	465,310	6,040,689	2,622,100
TOTAL EXPENDITURES	5,478,282	6,602,032	6,622,959	13,941,382	10,536,029

A. WATER DELIVERY COST AREAS

- 1. Employee Direct Costs (20.2%)** - Those individuals who work directly in the Public Works Water Division and those Finance Department employees directly involved in the billing, accounting, customer service, and the financial end of the business. This figure does NOT include Direct Management or Indirect Administrative Support costs. This figure represents only the direct costs of the employees working in the above Department/Divisions **(See Chart A)**.
- 2. Distribution of Costs:** This breakdown and Graphs demonstrate the percentage of each cost factor over a two (2) year average (Employee Direct Cost consist of 20.2% of total costs **(See Chart B)**

3. **Administration (Direct Costs) (1.2%)** These are the “DIRECT salaries/benefit costs of Management & Mid-Management Personnel directly related to providing services, billing and customer service and managing such services (**See Chart C**).
4. **Overhead Allocation (Indirect Costs) (3.6%)** – Necessary support services not directly related to providing the services (Personnel, Purchasing, Space and Utilities, Legal, City Clerk, etc.). **See Chart D**
5. **Debt Service (7.7%) - Payment on Bonds and loans for Capital Improvements.**
6. **PG&E (11.3%)** - As high as Madera residential water bills appear to be, most residents pay a much smaller bill for the total City Utility services (Water, Sewer, Refuse, Street Sweeping and Drainage) than for their PG&E, gas and electric services. **City’s PG&E Water Pumping & Deliver Costs Are: \$1,380,000 and the more water used the higher the bill.**
7. **Maintenance & Operations (M&O) (18.8%)** – These costs are directly related to the Dept. Budget for the staffing (Item 1 above) who provide the direct services (Public Works/Water and Finance (Billing & Customer Service)).
8. **CONSERVATION (1.9%)** - This consist of enforcement (water patrol) and the water conservation incentives for customers to be reimbursed for installing certain conservation measures.
9. **CAPITAL OUTLAY (35.4%)** - *This area of capital improvement for the water system (Wells, Storage Tanks, and major repairs) is easily the highest costs factor in the delivery of a safe and adequate community water supply.* Later in this report the funding of Capital Outlay (Improvements and Major Repairs) will be examined in more depth.

CHART B - PERCENTAGE (%) DISTRIBUTION OF COSTS



B. PROPER & BALANCED ALLOCATION OF COSTS

There are two (2) important considerations to consider when allocating costs to non General Fund divisions such as Water, Sewer, Refuse and smaller Departments/Divisions: Airport, Lighting & Landscape Dist., etc.

1) Factor One – Relief to the General Fund

Municipal Governance is complex and funding is even more difficult. Municipalities provided many diverse services. The most obvious and noticeable is Police, Fire Protection & Parks & Recreation (Finance By General Fund (GF) Revenues (principally sales & property tax). Enterprise Divisions such as Water, Sewer, Disposal, etc. are also very visible and necessary to our general health and well being. These services along with other smaller subdivisions of service i.e. Airport, street drainage, street cleaning, lighting & landscape districts, transit & transportation are funded by various fees and taxes but not usually by the revenue sources that fund the *General Fund (sales & property tax and other direct fees)*.

Operations (staffing, maintenance and operations, and overhead) are entirely funded by customer rate fees. However, Capital Improvements should be funded principally by Development Impact Fees (New Development requiring new major facilities i.e. new Wells & Water Lines) and only marginally from customer rates.

It is necessary and wise to ALLOCATE COSTS FOR CENTRAL ADMINISTRATION SERVICES (Management time, computer system, accounting, purchasing, human relations, etc. etc.) to properly account for time and costs of providing such services. This process not only demonstrates the true costs of operating these systems (like the Airport or Golf Course) but also removes the burden from the General Fund to provide for these administrative and overhead costs.

2) Factor Two – Appropriate Allocation of Costs

Determining and balancing the costs is not an exact science. Therefore, a balance is sought. Allocating too much will result in slightly higher water rates. Too little places an unfair and unnecessary burden on the General Fund. These costs must consider the related expenses of delivering services in a democratic system where public meetings, public input and scrutiny not only exist but also are encouraged and necessary. To not comprehend and acknowledge that administrative and support services in the public sector are higher than in the private sector is both foolish and false.

While the principal finding one takes away from Madera's allocation of ***Management Direct and Supporting Indirect Allocation Cost is that they are low (Under 5% (1.2 + 3.6% = 4.8%);*** it is not to say that the system is completely accurate or fairly distributed over all cost centers (Other Enterprise Accounts and Budgets). This finding also does not mean that the concerns expressed regarding the allegedly high costs of Management Compensation are unfounded. That is under review separately with the recently commissioned "Management Compensation Study.

HOWEVER, THE ALLOCATION OF THESE COSTS IS DEFINITELY NOT THE MAJOR FACTOR RELATED TO HIGH WATER RATES.

SIMPLY PUT: UNDERFUNDING COST ALLOCATION TO ENTERPRISE FUNDS WILL NEGATIVELY IMPACT THE CITY'S GENERAL FUND BECAUSE THE GENERAL FUND PAYS THE GREATER PERCENTAGE OF COSTS RELATED TO MANAGEMENT & ADMINISTRATION. THE MORE DOLLARS AVAILABLE TO THE GENERAL FUND THE MORE AVAILABLE TO POLICE, FIRE AND RECREATION.

FOR EXAMPLE:

DIRECT COST ALLOCATION - Management time, in some cases, is not fully allocated out to several accounts: Drainage, Airport, Street Cleaning, Facilities, Landscape Districts and possibility others. The reason is probably because there is only enough revenue in these accounts to cover the basics. ***The likely reason is that City is not charging the "full costs" for these services.***

INDIRECT COST OVERHEAD ALLOCATION - Support costs for such service are spread out to the other smaller budgets/division and it appears that the City does a better job in allocation of support services to such divisions.

This observation is not to imply that the City's Cost Allocation system is 100% accurate (no cost allocation system is). Some allocations seems to be very low and others high. ***However, it does prove that the cost allocation of Management Time to the Water Expenditure is very low (1.2%) and the total when combined with Indirect Overhead is under 5%.*** Therefore, even if Management Compensation (being reviewed in another study) is found to be high, it is NOT the reason for Madera's high water rates.

CHART C - ADMINISTRATIVE COSTS (DIRECT ALLOCATION)

Administrative Positions	General Fund	Enterprise Funds					Street Cleaning Facilities	
		Water	Sewer	Solid Waste	Drainage	Airport		
City Administrator	70.00%	20.00%	5.00%	5.00%				
Community Development Director	42.86%	14.29%	14.29%	14.29%	14.29%			
Finance Director	70.00%	15.00%	7.50%	7.50%				
Finance Manager	70.00%	15.00%	7.50%	7.50%				
Public Works Director	10.00%	20.00%	20.00%	10.00%	10.00%	10.00%	10.00%	10.00%
* Temporary Project Manager	25.00%	37.50%	18.75%	18.75%				
FTE Equivalents	2.88	1.22	0.73	0.63	0.24	0.10	0.10	0.10

Note: The above allocations are direct allocations of personnel costs, which are based on estimates of percentages of time these individuals spend working in the various funds and are paid accordingly through payroll. Any Admin and Overhead allocations exclude the allocations outside of the General Fund.

* The Temporary Project Manager is a temporary position to manage the contract with Tyler Munis and ensure that the software conversion from MAIS to Munis is successful. The Utility Billing module is the most complex module, and the Temporary Project Manager is focusing her efforts on that module this fiscal year.

C. Focusing On The Significant Cost Factors of Operating Water System

The two (2) highest cost factors in operating the Water System are:

- 1) **Employee Costs** directly involved in providing operation/maintenance and billing, collections and customer service – **20.2% and**
- 2) **Capital Outlay (35.4%)**
FOR A TOATL OF 55.6%

THEREFORE, THIS IS WHERE THE FOCUS SHOULD BE

The two (2) lowest cost factors involved in providing Water Services are:

- 1) Direct Adm. & Overhead Costs (Combined 4.8%), and
- 2) Conservation & Enforcement 1.9%

FOR A TOAL OF 6.7%

THESE AREAS ARE OF A SECONDARY CONCERN

Because the Water Rates are so high and have been increased so rapidly all costs factors should be examined. However, the major focus should be on the majority of the costs: **Direct Employee Operational Costs (20.2%) and Capital Outlay (35.4%) for a total of 55.6% of Water costs.**

CHART D - ADMIN & OVERHEAD ALLOCATION (INDIRECT ALLOCATION)

Divisions/Budgets	General Fund Costs	General Fund Revenue	Local							Total Enterprise Funds
			Water	Sewer	Solid Waste	Drainage	Transit	Airport		
City Administrator	431,728	(320,759)	61,516	44,626	47,643	5,909	17,407	4,529	181,630	
Central Administration	1,184,038	(221,611)	81,038	117,186	52,297	3,367	15,565	24,043	293,496	
City Clerk	329,323	(68,281)	20,485	5,897	8,380	2,483	7,450	6,207	50,902	
City Council	153,271	(40,335)	12,101	3,483	4,951	1,467	4,400	3,667	30,069	
City Attorney	475,622	(27,375)	17,855	5,951	595	-	594	2,380	27,375	
Finance	1,321,855	(566,651)	144,830	93,435	179,187	8,399	61,425	9,644	496,919	
Purchasing	184,995	(132,426)	13,243	18,901	2,046	1,444	24,078	1,444	61,156	
Human Resources	557,927	(355,359)	86,733	136,145	22,361	15,723	8,852	25,666	295,479	
	4,638,759	(1,732,797)	437,799	425,624	317,460	38,792	139,771	77,580	1,437,026	
		37.35%	25.27%	24.56%	18.32%	2.24%	8.07%	4.48%	82.93%	
		% of Costs Recovered	Enterprise Funds' Percentage of Total Admin and Overhead Charges							

Note: The above allocations are indirect allocations of allocable departmental costs and overhead, which are based on factors such as number of agenda items, percentage of total budget, number of employees, square footage, etc. Those factors are fed into the Cost Tree cost allocation system, which calculates the indirect cost allocations.

D. DIRECT EMPLOYEE COSTS PUBLIC WORKS (OPERATIONS/MAINTENANCE & QUALITY CONTROL AND FINANCE DEPT. (UTILITY BILLING & CUSTOMER SERVICE) - 20.2%

1. Public Works - There are two (2) Water operational budgets in this Department that account for the vast majority of personnel expenses. The personnel costs have increased significantly over a three (3) Fiscal Year period as noted below:

	FY 13/14 (actual)	FY 17/18 (proposed)	% Increase
Mtce. & Operation	\$658,296	\$1,349,000	105%
Quality Control	\$237,518	\$777,978	227.5%

These significant salary/benefit cost in these Water Operating Budgets were due to:

1. Increased Staffing – related to increases in Water Quality Control State requirements for testing and reporting
2. Increase Staffing – related to enforcement and conservation
3. Allocation of Direct Staff cost for In-house engineering services for major facilities upgrades. City was very behind in the development of major capital improvements.
4. Implementation (FY 2015-16) of Wage/Benefits increases as result of Comparability Study effecting rank & file non-management employees. *

NOTE: Water Rates had not significantly increased for several years prior to the major increases enacted in July 2016.

2. Finance - Water Billing & Collections is more difficult to trace back because the budgeting categories changed in FY 16/17. What was once consolidated into one Budget (Utility Billing) is now broken into three (3) separate billing budgets: Water, Sewer & Refuse. However, when you combine all three (3) in the proposed FY 17/18 Budget the total is not significantly different when compared to the Combined Utility Billing Budget of FY 2013/14. Therefore, with the exception of wage/benefit increases, it does not appear that any significant personnel increases occurred in this area.

**NOTE: The increased wage/benefits enacted in July 2015 had followed several years in which Cost of Living Adjustments, etc. had not been granted.*

E. CAPITAL OUTLAY (35.4%) CAPITAL IMPROVEMENTS

The Raftelis, May 20, 2015 Utility Rate Study Report for the City of Madera paints a dire picture of the status of the City's Water System financial status.

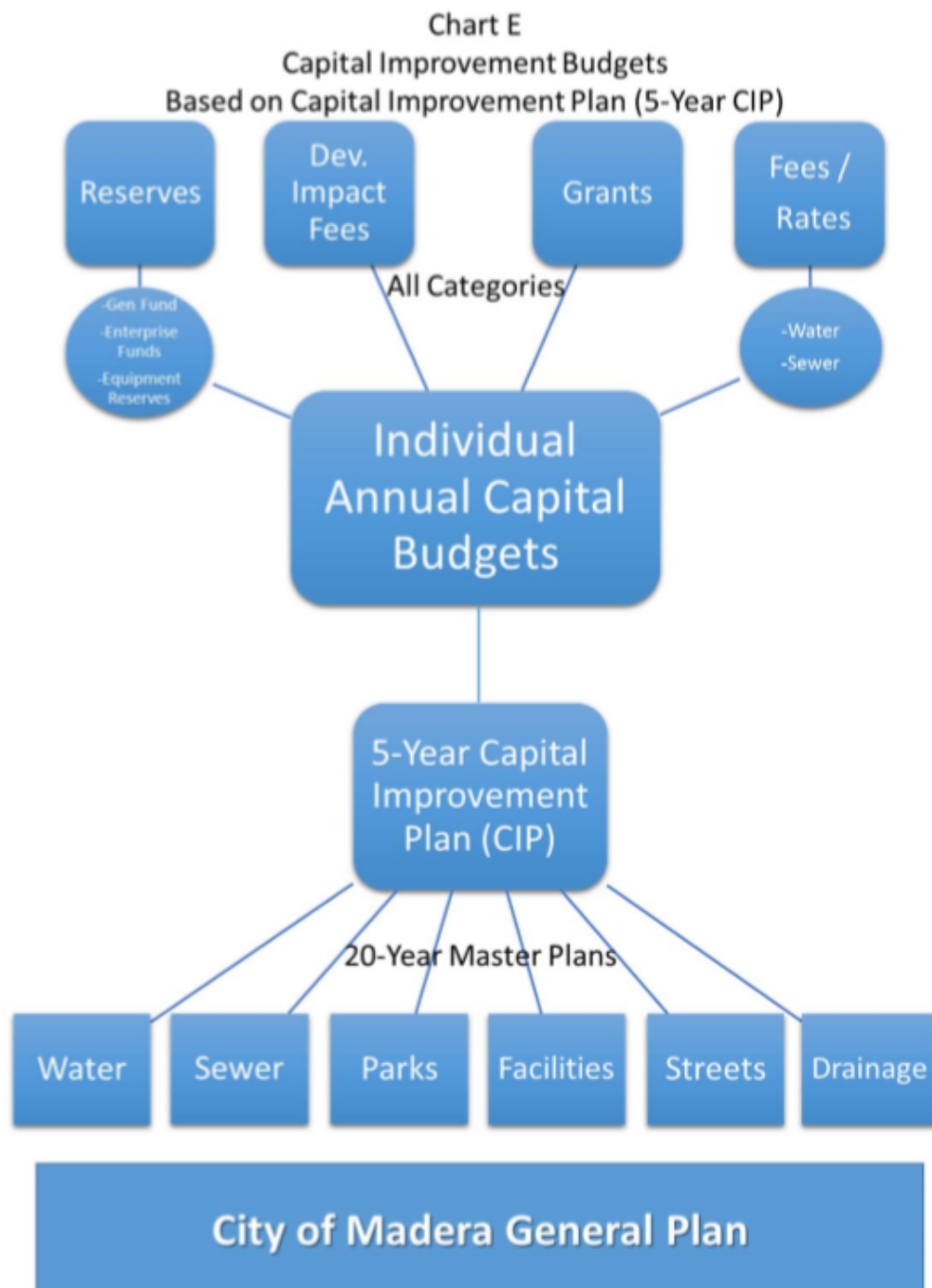
PLEASE NOTE: THIS STUDY WAS CONDUCTED PRIOR TO THE INSTITUTION OF ANY SALARY INCREASES AS A RESULT OF THE PREVIOUS COMPARABILITY STUDY IMPLEMENTED A FEW MONTHS LATER (City's previous Comparability Study (Koff) was conducted in early part of 2015 and instituted in July or August 2015).

In the Raftelis Report, Executive Summary the following statement at the bottom of page 8 and top of 9 captures the situation:

*"The beginning balance for Fiscal Year (2015/2016) reserves is projected to be approximately \$7.2M. Without future revenue adjustments or debt issuance, beginning in FY 2015-16, the Water Enterprise will need to draw on reserves to offset annual shortfalls, primarily driven by necessary **extensive capital improvement expenses**. The annual planned capital improvements expenditures average \$6M over the next five years. In FY 2015-16, reserves will need to cover a cash flow deficit of approximately \$500,000 and capital improvement expenses of \$17M, By Fiscal Year End 2016-17, reserves will be fully depleted from the additional \$4.8M of scheduled capital. In addition, the City also has debt obligations and corresponding bond covenants to fulfill on an annual basis. The city is currently not meeting its bond covenants that require a coverage ration of 120%, and will continue to fall short if revenues say stagnant.*

The Raftelis report makes clear that the City was under funding its Water Capital Improvement Program. The reader will recall that while it appears that the City's Water Operational and Maintenance budgets soared over the past three fiscal years these major increases did not take place until FY 15/16 after the Raftelis Report was issued and approved.

III. DEFINITION: DEVELOPMENT IMPACT FEES (DIF)



The following is taken from the introduction of the City of Madera: Fee Update Final Report Dec. 20, 2010 conducted by Willdan Financial Services (**NOTE: THE RECOMMENDATIONS WERE NOT IMPLEMENTED**). The Study/Report addressed Development Impact Fees (DIF) for new growth/development. **THE CITY OF MADERA HAS NOT INCREASED ITS DEVELOPMENT IMPACT FEES SINCE 2007.**

DEFINITION: This report summarizes an analysis of the need for public facilities and capital improvements to support future development within the City of Madera through 2030. It is the City's intent that the costs representing future development's share of these facilities and improvements be imposed on that development in the form of a development impact fee, also known as a public facilities fee. The public facilities and improvements included in this analysis of the City's public facilities fee program are divided into the fee categories listed below:

General Government	Fire	Police	Parks	Public Works
Roadways (two fee categories)		Transit	Water	Sewer
Drainage	Administration			

III Background and Study Objectives

The primary policy objective of a public facilities fee program is to ensure that new development pays the capital costs associated with growth*. To fulfill this objective, public agencies should review and update their fee programs periodically to incorporate the best available information. The primary purpose of this report is to create fees that incorporate current facility plans to serve a 2030 service population.

The City imposes public facilities fees under authority granted by the *Mitigation Fee Act*, contained in *California Government Code* Sections 66000 *et seq.* This report provides the necessary findings required by the *Act* for adoption of the fees presented in the fee schedules contained herein.

*** Writer's Note:** The long-term consequence of failing to assess appropriate Development Impact Fees (DIF) result in one of two consequences and most likely both: 1) An underfunded Capital Improvement Program (CIP) with inadequate facilities; and/or 2) Customer Rates making up the difference via higher monthly charges. **Our preliminary review is that the City has most likely undercharged DIF for new growth for nearly three (3) decades.**

As Chart E (Capital Improvement Funding) demonstrates the CIP is based on the 20-Year Master Plans for each Category (Water, Sewer/WWTP, Streets, Facilities, etc.) Development Impact Fees (DIF) is, or at least should be, a Major Source of funding for the CIP.

The City has commissioned a number of studies over the years to develop a balanced and fair program for charging the cost of NEW GROWTH (the major impact being primarily Single Family Dwellings (SFD) but also some commercial and industrial) the appropriate Development Impact Fees for the proportional costs of their impacts on the City's infrastructure (i.e. Water, Sewer, Drainage, Parks, Facilities, etc.) under Mitigation Fee Act, contained in California Government Code Sections 66000.

CHART F HISTORY OF CITY OF MADERA – WATER WELL DEVELOPMENT IMPACT FEES (DIF)

DIF \$ Amount	Resolution	Year Adjusted (instituted 60-days later)	Footnotes
\$324	92-86	Sept. 1992	(1)
\$342	93-09	Oct. 1993	(2)
\$466	03-202	April 2003	(3)
\$516	05-193	July 2005	(4)
\$562	07-31	Jan. 2007	(5)
\$3,282	(Dec. 2010 Willdan Recommendation (6)– Not Implemented by City Council)		

Footnotes

- 1. This review did not go back before 1992. Approximately 1 (one) yr. later DIF were slightly adjusted*
- 2. After the '93 adjustment City of Madera did not adjust DIF for a TEN (10) year period (1993 to 2003). While the increase was 1.7 times the previous rate, the development of a Water Well increased by nearly 3.5 times during this same 10 plus year period. A time when Madera experienced substantial increases in Water Well development costs and substantial housing development. The City missed out on significant revenues to fund water system capital improvements during the heavy housing development growth during the later 90s.*
- 3. Finally when DIF were increased in 2003, while a significant increase, the base had been so low that the new fee of \$466 per SFD was already well behind other area municipal DIF rates and was not keeping up with the rising costs of water well development and rapid growth.*
- 4. The same problem with the modest increases in 2005 & 2007 applies and once again it appears that the City was dramatically under charging for DIF during the rapid growth period of 2000 to 2007.*
- 5. Jan. 2007 marks the last date that DIF were adjusted (Over Eleven (11) years ago). City staff is now preparing updated materials for a forthcoming recommendation to consider new DIF. The cost of Water Well development again nearly tripled during this period.*

6. *The Willdan Dev. Impact Fee Study submitted to City Council Dec. 2010 (see above reference) was not approved by the City Council. It was not even phased in over a several years' period. Nor was an annual Customer Price Index (CPI) applied to the 2007 rates. This continued the City of Madera's historic propensity of keeping Water Development Impact Fees dramatically below market level.*

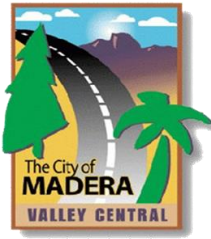
SUMMARY & CONCLUSIONS

1. A rough estimate of the cost for a city to develop municipal water well today, in 2018, is approximately \$1,125,000 or more. That price has increase 10 to 12 times the cost in 1993 (a number of variables go to the total costs of developing municipal wells). City of Madera DIF for water wells have increased only 1.7 times over the 1993 DIF rate and those increases have twice had gaps of 10 years before moving from one rate to another.
2. If the City of Madera were to review the Development Impact Fees (DIF) in cities in the Madera region the findings would indicate that similar cities' Water Development Impact Fees (DIF) are 4 to 9 times greater than Madera's. Furthermore, the costs to construction such Wells should not vary much from one City to another in this region. Therefore, it is logical to assume that DIF should not vary a vast amount for one municipality to another.
3. CAPITAL OUTLAY FOR CAPITAL IMPROVEMENTS IN THE CITY OF MADERA WATER ENTERPRISE BUDGETS IS 35.4% of Total Water Costs (BY FAR THE SINGLE HIGHEST COST FACTOR).
4. ADMINISTRATIVE & OVERHEAD IS ONLY A Combined 4.8%. While allocation of costs should be further scrutinized, adjustments would not result in meaningful Water Rate reductions because they are not a source of the majority of spending.
5. THIS FINDING IS NOT MEANT TO IMPLY THAT MADERA'S SYSTEM OF ALLOCATING COSTS IS COMPLETELY ACCURATE OR THAT MANAGEMENT SALARIES & COMPENSATION SHOULD NOT BE EXAMINED. THAT EXAMINATION IS UNDER REVIEW (MANAGEMENT COMPESNATION STUDY REPORTED AT THE MARCH 21ST COUNCIL MEETING).
6. **THE CONCLUSION IS THAT THERE IS OVERWHELMING INFORMATION THAT INDICATES FOR POSSIBLY THREE DECADES CITY CUSTOMER WATER RATES HAVE SUBSIDIZED NEW GROWTH. PLAINLY STATED: THE LACK OF PROPERLY ADJUSTING DIF TO PAY FOR NECESSARY CAPITAL IMPROVMENTS (WELLS, ETC.) NECESSIATED THE MORE RECENT CUSTOMER RATE INCREASES TO PAY FOR BACKLOGGED CAPITAL IMPROVEMENT NEEDS.**
7. Long-Term Maintenance Costs and Upkeep of Water production and delivery issues did arise during the review. In the limited time available it was difficult to determine if these issues were related to lack of funding for capital improvements or management oversight or both.
8. Conservation & Enforcement Cost are only 1.9% of the Total Water Budgets. Cuts here are possibly justified but would save very little for the average household and would mainly benefit the very residential water users. Note: we are still in drought conditions.

9. Higher rates applied to greater usage is permissible (even given the San Juan Capistrano ruling) if those rates are tied to the increased costs of providing the water service. The City's 2015 Rate Study ((Raftelis) appears to provide sufficient support for this system. However, that does not mean that the dramatic rate escalation from one tier (1,2,3) could not be slightly adjusted to provide some relief.
10. The City of Madera has only recently begun to examine the need for Water Storage Tanks in the CIP and DIF formula. This Capital Improvement should have been put in place shortly after installation of the current Holding Tank many years ago. It is encouraging that it is now under consideration.
11. Development Impact Fees cannot be applied retroactively. Therefore, it would be unwise to lower Water Customer Rates in anticipation of "immediate" revenues from DIF from new growth. This is a slow process and dependent on a number of factors.
12. While major increases in DIF are warranted, the DIF structure is so antiquated that the appropriate, full increases may be disrupted if implemented immediately. Therefore, a possible three-year phase in period should be considered. But the continued application of extremely low Development Impact Fees is a recipe for disaster. Also, for the future a yearly Consumer Price Index (CPI) should be considered to keep up with inflation.
- 13. Possibly with the exception of Drainage Fees, all City of Madera Development Fees (DIF) have historically been very low (Note: the previous absence of Quimby Fees for Park Land Acquisition only recently approved at the March 21st meeting).**

Respectfully Submitted,

Ron Manfredi
March 29, 2018 for April 4th Council Meeting



**Madera City Council Agenda 04/04/18
Agenda Item B-1**

There are no minutes for consideration.

City of Madera

Council Meeting Of April 4th, 2018
Agenda Item No. B-2

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

From: Office of the Director of Finance

Subject: Listing of Warrants Issued

Date: 04/04/2018

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

March 13th, 2018 to March 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:	16895-17097	\$	2,857,708.54
Wire Transfer	Union Bank Payroll and Taxes	\$	591,323.79
Wire Transfer	SDI	\$	2,260.51
Wire Transfer	Cal Pers	\$	-

Respectfully submitted,



Tim Przybyla
Financial Services Director

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

CHECK	PAY DATE	ISSUED TO	DESCRIPTION	AMOUNT
16895	03/19/2018	ADMINISTRATIVE SOLUTIONS INC.	MONTHLY ADMINISTRATIVE FEE MARCH 2018	4,493.50
16896	03/19/2018	ADMINISTRATIVE SOLUTIONS INC.	FUNDS ON DEPOSIT FOR MEDICAL CLAIMS 01/18 & 03/18	80,000.00
16897	03/19/2018	ANTHEM BLUE CROSS	CITY PAID RETIREE MEDICAL BILL APRIL 2018	1,730.64
16898	03/19/2018	ANTHEM BLUE CROSS	CITY PAID RETIREE PRESCRIPTION BILL 04/18 - SKEELS	169.80
16899	03/19/2018	ARAMARK UNIFORM SERVICES	02/18 UNIFORM SERVICES	5,100.55
16900	03/19/2018	AT&T	05/16-02/18 SVS 831-000-6408 576	52,215.88
16901	03/19/2018	AT&T	02/18 CALNET 3 SVS 9391026414	1,871.42
16902	03/19/2018	AT&T	LEA TRACKING NUMBERS	75.00
16903	03/19/2018	CALACT	2018 SPRING CONFERENCE & EXPO APRIL 3-6	490.00
16904	03/19/2018	CALIFORNIA DEPARTMENT OF JUSTICE	FINGERPRINT APPS	253.00
16905	03/19/2018	CALIFORNIA DEPARTMENT OF JUSTICE	FINGERPRINT APPS	320.00
16906	03/19/2018	CORELOGIC INFORMATION SOLUTIONS INC	REALQUEST 02/18	175.00
16907	03/19/2018	CREATIVE COPY	ENVELOPES	113.66
16908	03/19/2018	DEPARTMENT OF FORESTRY AND FIRE	2ND QTR ACTUAL BILLING FOR CITY CONTRACT 17/18 FY	889,333.59
16909	03/19/2018	FORENSIC NURSE SPECIALISTS, INC.	FRESNO SART	900.00
16910	03/19/2018	FRESNO BEE, THE	RECRUITMENT ADS	711.80
16911	03/19/2018	INDUSTRIAL ELECTRICAL CO.	GENERATOR MAINTENANCE POLICE DEPARTMENT	2,867.57
16912	03/19/2018	JUAREZ, WAYSON	PER DIEM CRIME PREVENTION BASIC	352.00
16913	03/19/2018	KER'S GAS & LUBE, INC.	PD CAR WASHES	222.00
16914	03/19/2018	LANGUAGE LINE SERVICES, INC.	TRANSLATION SERVICES	20.84
16915	03/19/2018	LEHR AUTO ELECTRIC	(5) computers for patrol vehicles	22,098.07
16916	03/19/2018	LEHR AUTO ELECTRIC	POLICE MODEM	1,120.23
16917	03/19/2018	M A C E A	FEBRUARY 2018 MONTHLY DUES	1,380.00
16918	03/19/2018	M.C.E.A.	FEBRUARY 2018 MONTHLY DUES	365.00
16919	03/19/2018	MADERA COUNTY	REIMBURSE COUNTY FOR TIRE AMNESTY ACTIVITIY	4,685.86
16920	03/19/2018	MADERA COUNTY AUDITOR	Animal Shelter Services FY 16/17	83,147.50
16921	03/19/2018	MADERA HONDA SUZUKI	Fix motorcycle unit #6601 2014	3,450.11
16922	03/19/2018	MADERA TRIBUNE	COUNCIL MEETING NOTICE - QUIMBY ACT PARKLAND	65.17
16923	03/19/2018	MADERA TRIBUNE	WATER & SEWER OPERATIONS ADVERTISEMENT	101.00
16924	03/19/2018	MADERA TRIBUNE	PARALEGAL OFFICE ADMINISTRATOR ADVERTISEMENT	125.60
16925	03/19/2018	MADERA TRIBUNE	TIRE AMNESTY	567.00
16926	03/19/2018	MNJ TECHNOLOGIES DIRECT, INC.	Microsoft Surfaces	17,792.13
16927	03/19/2018	MONDRAGON, JUAN	MILEAGE REIMBURSEMENT WWTP 03/02/18	41.86
16928	03/19/2018	MEINZER, CRAIG	TURF REPLACEMENT REBATE	1,702.17
16929	03/19/2018	FIRST COMMUNITY BANK	RETURN DUPLICATE INTEREST PAYMENT NOV 17	444.11
16930	03/19/2018	PACIFIC GAS & ELECTRIC	02/18 SVS 1598348280-1	1,581.56
16931	03/19/2018	PIERCE CONSTRUCTION	Remove and replace, damaged asphalt	91,537.80
16932	03/19/2018	PITNEY BOWES, INC.	QUARTERLY EQUIP RENTAL 12/30/17-03/29/18 - FINANCE	367.68
16933	03/19/2018	PLATT ELECTRIC SUPPLY, INC.	LED lights for City	13,105.47
16934	03/19/2018	POLYDYNE INC.	WATER AND WASTEWATER TREATING	4,481.55
16935	03/19/2018	POLYDYNE INC.	WATER AND WASTEWATER TREATING	4,528.61
16936	03/19/2018	PRAXAIR DISTRIBUTION, INC.	CYLINDER DEMURRAGE RENTAL	518.63
16937	03/19/2018	SALEM ENGINEERING GROUP	TESTING SERVICES FOR THE WATER METER INSTALLATION	1,480.00
16938	03/19/2018	SHI INTERNATIONAL CORP.	AIR WATCH	1,887.30
16939	03/19/2018	SOUTHERN COMPUTER WAREHOUSE, INC.	Monitors	30,362.62
16940	03/19/2018	SPEAKWRITE LLC	INVESTIGATION - JOB NUMBER 17278	56.62
16941	03/19/2018	STILES TRUCK BODY & EQUIPMENT, INC.	Replacement Cranes for unit #2	28,446.00
16942	03/19/2018	TAG/AMS, INC.	DOT TESTING	258.00
16943	03/19/2018	TAMARACK PEST CONTROL	MARCH 2018 PEST CONTROL SVS	510.00
16944	03/19/2018	TESEI PETROLEUM INC.	FUEL	291.08
16945	03/19/2018	TESEI PETROLEUM, INC.	FUEL	13,007.06
16946	03/19/2018	99 CENTS ONLY STORES #191 C/O ECOVA INC MS 4004	Void	0.00
16947	03/19/2018	ANZURES JOSE C	Utility Billing Credit Refund	249.29
16948	03/19/2018	ARMSTRONG MELVIN	Utility Billing Credit Refund	112.12
16949	03/19/2018	BANNACH MARK C/O ROYAL MANAGEMENT ATTN:BRENT TURNB	Utility Billing Deposit Refund	72.18
16950	03/19/2018	BARBOZA RODOLFO	Utility Billing Deposit Refund	26.52
16951	03/19/2018	BARBOZA RODOLFO M	Utility Billing Deposit Refund	55.23
16952	03/19/2018	BARNES BREANNA	Utility Billing Credit Refund	63.90
16953	03/19/2018	BARRIGA LEON HERACLIO	Utility Billing Credit Refund	152.00
16954	03/19/2018	BELLINGER LOUIE AND GUILLEN LINDA OR CITY OF MADER	Utility Billing Credit Refund	42.47
16955	03/19/2018	BERRY CONSTRUCTION	Utility Billing Deposit Refund	78.01
16956	03/19/2018	BRAR HOLDINGS INC	Utility Billing Deposit Refund	13.75
16957	03/19/2018	CACERES PEDRO C	Utility Billing Deposit Refund	73.05
16958	03/19/2018	CASTRO-VASQUEZ INDIRA	Utility Billing Credit Refund	53.06
16959	03/19/2018	CERVANTES FRANCISCA	Utility Billing Credit Refund	79.15
16960	03/19/2018	CHOLEWA JILL M	Utility Billing Credit Refund	169.83
16961	03/19/2018	CITY OF MADERA OR ALVA FERGUSON JOVITA	Utility Billing Credit Refund	96.36
16962	03/19/2018	CITY OF MADERA OR CORTES-ARRAZOLA PAULA	Utility Billing Credit Refund	151.47
16963	03/19/2018	CITY OF MADERA OR RAMIREZ ARACELI	Utility Billing Credit Refund	150.80

16964	03/19/2018	CITY OF MADERA OR ZARATE SANTOS MAXIMINO	Utility Billing Credit Refund	59.41
16965	03/19/2018	CUMMINGS ANNA M	Utility Billing Credit Refund	207.08
16966	03/19/2018	DE ANDA MARIA ELENA	Utility Billing Credit Refund	15.63
16967	03/19/2018	FIERRO KATHY OR CITY OF MADERA	Utility Billing Credit Refund	151.21
16968	03/19/2018	FLORES CHRISTINA B	Utility Billing Credit Refund	159.34
16969	03/19/2018	GARNER RAY	Utility Billing Deposit Refund	2.75
16970	03/19/2018	GONZALEZ CARLOS	Utility Billing Credit Refund	137.70
16971	03/19/2018	GONZALEZ DANIEL	Utility Billing Credit Refund	15.33
16972	03/19/2018	GONZALEZ ELIAS MAGANA OR CITY OF MADERA	Utility Billing Credit Refund	44.09
16973	03/19/2018	GUTIERREZ MARIO	Utility Billing Credit Refund	150.00
16974	03/19/2018	HERNANDEZ LIZETTE A	Utility Billing Deposit Refund	68.70
16975	03/19/2018	HERNANDEZ RICARDO C/O H INVESTNENT LLC	Utility Billing Deposit Refund	77.88
16976	03/19/2018	HERRARA ZAHIRA	Utility Billing Credit Refund	134.67
16977	03/19/2018	HERRERA ARTEMIO	Utility Billing Deposit Refund	83.11
16978	03/19/2018	HOWDEN JONATHAN	Utility Billing Deposit Refund	18.10
16979	03/19/2018	INDEPENDENT PROPERTY MANAGEMENT C/O JUNIA PAINTER	Utility Billing Deposit Refund	81.02
16980	03/19/2018	JACKSON JACQUES	Utility Billing Credit Refund	109.67
16981	03/19/2018	JONES JACQUELYN M	Utility Billing Credit Refund	254.85
16982	03/19/2018	JONES ZACHARIAH	Utility Billing Credit Refund	30.52
16983	03/19/2018	MADERA COUNTY ADMINISTRATION ATTN:IGNACIOS MAGOS	Utility Billing Deposit Refund	7,709.57
16984	03/19/2018	MASON DEBORAH	Utility Billing Credit Refund	71.76
16985	03/19/2018	MCCONKEY THOMAS	Utility Billing Deposit Refund	3.76
16986	03/19/2018	MENDEZ VANESSA M	Utility Billing Deposit Refund	0.33
16987	03/19/2018	MORALES DALIA	Utility Billing Credit Refund	302.42
16988	03/19/2018	MORENO OMYRA J OR CITY OF MADERA	Utility Billing Credit Refund	151.80
16989	03/19/2018	PEFFLY TIM C/O NEWTON PROPERTIES	Utility Billing Deposit Refund	249.55
16990	03/19/2018	PEFFLY TIM C/O NEWTON PROPERTIES	Utility Billing Deposit Refund	264.99
16991	03/19/2018	PEREZ HERNANDEZ PASCUAL	Utility Billing Credit Refund	370.20
16992	03/19/2018	RAMIREZ MANUEL	Utility Billing Credit Refund	31.14
16993	03/19/2018	REYES GIOVANNI TORRES	Utility Billing Credit Refund	91.81
16994	03/19/2018	RICH JAY C/O JOHN RICH	Utility Billing Deposit Refund	82.58
16995	03/19/2018	RODRIGUEZ ALFONSO AND RAZO KRISTEN	Utility Billing Credit Refund	124.69
16996	03/19/2018	SOUSA HENRIQUE AND BEATRICE	Utility Billing Credit Refund	1,467.40
16997	03/19/2018	SULLIVAN DAVID AND CHERYL OR CITY OF MADERA	Utility Billing Credit Refund	151.81
16998	03/19/2018	UNDERWOOD MIRANDA	Utility Billing Credit Refund	131.71
16999	03/19/2018	UPTON RUTH	Utility Billing Deposit Refund	21.45
17000	03/19/2018	VARGAS SABRINA	Utility Billing Credit Refund	141.80
17001	03/19/2018	VASQUEZ ENRIQUE	Utility Billing Credit Refund	117.86
17002	03/19/2018	YANG LINDA	Utility Billing Deposit Refund	2.06
17003	03/19/2018	YBARRA ABRAHAM	Utility Billing Deposit Refund	20.81
17004	03/19/2018	ZACHARIA ROHI I	Utility Billing Deposit Refund	101.57
17005	03/19/2018	VERIZON WIRELESS	PW AIR CARDS JAN 11 - FEB 10	228.06
17006	03/19/2018	WATERTALENT, LLC	WWTP Temp Operator	4,000.00
17007	03/19/2018	YAMABE & HORN ENGINEERING	PERFORM PROFESSIONAL ENGINEERING SERVICES	843.75
17008	03/19/2018	ZEE MEDICAL SERVICE CO.	MEDICAL SUPPLIES	22.07
17009	03/23/2018	ACRO SERVICE CORPORATION	Temporary Draftsman fr FY18/19	3,408.48
17010	03/23/2018	ADMINISTRATIVE SOLUTIONS INC.	FUNDS ON DEPOSIT FOR MEDICAL CLAIMS 04/18	40,000.00
17011	03/23/2018	ALL VALLEY ADMINISTRATORS	MEDICAL & CHILD CARE EXPENSE ACCT 03/23/18 PAYROLL	942.52
17012	03/23/2018	AMERICAN BUSINESS MACHINES	COPIER SERVICE 03/18 - ENGINEERING DEPT	90.00
17013	03/23/2018	AMERICAN BUSINESS MACHINES	COPIER LEASE AGREEMENT MARCH 2018	1,085.35
17014	03/23/2018	AT&T	03/18 SVS 831-000-6408 576	5,757.08
17015	03/23/2018	AT&T	02/18 CALNET 3 SVS 9391031566	495.80
17016	03/23/2018	D.R. HORTON	REFUND ZAP FEE	630.00
17017	03/23/2018	VALLEY WEST CHRISTIAN CENTER	REFUND DEVELOPMENT IMPACT FEES	6,625.50
17018	03/23/2018	VIVINT SOLAR DEV. LLC	CANCELLED PERMIT #20172133	132.94
17019	03/23/2018	CA DEPARTMENT OF CHILD SUPPORT	CHILD SUPPORT DEDUCTIONS FOR 03/23/18 PAYROLL	2,071.80
17020	03/23/2018	CALIFORNIA DEPARTMENT OF JUSTICE	BLOOD ALCOHOL ANALYSIS FEB 2018	1,505.00
17021	03/23/2018	CENTER FOR EDUCATION & EMPLOYMENT LAW	ONE YEAR SUBSCRIPTION	159.00
17022	03/23/2018	CITY OF MADERA	03/18 UTILITIES ACCT# 003040421-6	53.47
17023	03/23/2018	CITY OF MADERA	03/18 UTILITIES ACCT# 003040431-8	79.75
17024	03/23/2018	CITY OF MADERA	TOILET REBATE APPLY TO ACCOUNT 9906109	99.00
17025	03/23/2018	CITY OF MADERA	TOILET REBATE APPLY TO ACCOUNT 7306003	170.00
17026	03/23/2018	CITY OF MADERA	DISHWASHER REBATE APPLY TO 9916285	200.00
17027	03/23/2018	COLGAN CONSULTING CORPORATION	Professional Services Related	5,338.77
17028	03/23/2018	COLONIAL LIFE & ACCIDENT INSURANCE CO	E700482-3 FOR 03/23/18 PAYROLL	994.79
17029	03/23/2018	COMCAST	03/18 SVS 8155500320092096	133.51
17030	03/23/2018	CONCENTRA MEDICAL CENTERS	PRE EMPLOYMENT PHYSICAL	541.00
17031	03/23/2018	CREATIVE COPY	EVIDENCE ENVELOPES	45.47
17032	03/23/2018	CSJVRMA	CSJVRMA 4TH QTR DEPOSIT FY 17/18	520,404.00
17033	03/23/2018	EMMETT'S EXCAVATION, INC.	WATER MAIN INSTALLATIONS VARIOUS LOCATIONS	120,838.10
17034	03/23/2018	FEDERAL EXPRESS	SHIPPING	84.90
17035	03/23/2018	FIRE SAFETY SOLUTIONS, LLC	FIRE PROTECTION ENG SVS 03/01/18-03/15/18	8,718.75
17036	03/23/2018	M. J. DONOVAN ENTERPRISES, INC.	CITY OF MADERA POLICE LETTERING	159.45

17037	03/23/2018	GUARDIAN WESTERN SWEEPING INC.
17038	03/23/2018	HERC RENTALS
17039	03/23/2018	KRAZAN & ASSOCIATES, INC.
17040	03/23/2018	LARS ANDERSEN & ASSOCIATES, INC.
17041	03/23/2018	LEGACY K9 INC.
17042	03/23/2018	LIEBERT CASSIDY WHITMORE
17043	03/23/2018	LIEBERT CASSIDY WHITMORE
17044	03/23/2018	LOCAL GOVERNMENT PUBLICATIONS
17045	03/23/2018	LOU'S GLOVES, INC.
17046	03/23/2018	MADERA CLEANERS AND LAUNDRY INC.
17047	03/23/2018	MADERA COUNTY ANIMAL SERVICES
17048	03/23/2018	MONDRAGON, JUAN
17049	03/23/2018	N.P.C.-ORCHARD TRUST COMPANY
17050	03/23/2018	N.P.C.-ORCHARD TRUST COMPANY
17051	03/23/2018	ONTRAC
17052	03/23/2018	AMERICAN FRIENDS SERVICE COMMITTEE
17053	03/23/2018	ANTONIO, LETICIA
17054	03/23/2018	ARMENDAREZ, MATTHEW
17055	03/23/2018	BARAJAS, ROSEMARY
17056	03/23/2018	DOMINGUEZ, LIANE
17057	03/23/2018	LUZ SANTACRUZ- OCHOA
17058	03/23/2018	MCDONALD, TOMMY
17059	03/23/2018	POLYDYNE INC.
17060	03/23/2018	PROVOST & PRITCHARD CONSULTING GROUP
17061	03/23/2018	REGENCE BLUECROSS BLUESHIELD OF UTAH
17062	03/23/2018	RON'S TOWING & ROAD SERVICE
17063	03/23/2018	RRM DESIGN GROUP, A CALIFORNIA CORPORATION
17064	03/23/2018	RUSSELL, CHRIS
17065	03/23/2018	SOUTHERN COMPUTER WAREHOUSE, INC.
17066	03/23/2018	SOUTHERN COMPUTER WAREHOUSE, INC.
17067	03/23/2018	SPARKLETT'S
17068	03/23/2018	STANTEC ARCHITECTURE INC.
17069	03/23/2018	STATE OF CALIFORNIA
17070	03/23/2018	SYMBOL ARTS
17071	03/23/2018	TAMARACK PEST CONTROL
17072	03/23/2018	TESEI PETROLEUM, INC.
17073	03/23/2018	TESEI PETROLEUM, INC.
17074	03/23/2018	TUCKNESS, MATTHEW
17075	03/23/2018	99 CENTS ONLY STORES #191 C/O ECOVA INC
17076	03/23/2018	ALVA FERGUSON JOVITA
17077	03/23/2018	AMEZOLA SALVADOR AND ADAN CHAVEZ
17078	03/23/2018	CITY OF MADERA OR CASTILLO CARLOS
17079	03/23/2018	CITY OF MADERA OR GAVARRETE JUAN J
17080	03/23/2018	GONZALEZ GREGORIO AND BRIANNA ANTHONY
17081	03/23/2018	HORNER ADAM
17082	03/23/2018	LOPEZ TORRES ARCADIO OR CITY OF MADERA
17083	03/23/2018	MEJIA SPIRIT OR CITY OF MADERA
17084	03/23/2018	OBERTI MARCELLA M
17085	03/23/2018	OLEA MARIBEL
17086	03/23/2018	SANCHEZ DELIA OR CITY OF MADERA
17087	03/23/2018	TABUDLO BARBARA
17088	03/23/2018	WHEATLEY LEANNA
17089	03/23/2018	WILLIAMS LAUREN OR CITY OF MADERA
17090	03/23/2018	UNITED HEALTHCARE INSURANCE COMPANY
17091	03/23/2018	US BANK CORPORATE PAYMENT SYSTEMS
17092	03/23/2018	VERIZON WIRELESS
17093	03/23/2018	VERIZON WIRELESS
17094	03/23/2018	WATCHGUARD VIDEO
17095	03/23/2018	WATERTALENT, LLC
17096	03/23/2018	WESTECH ENGINEERING, INC.
17097	03/23/2018	A GEORGE ZENGEL

MONTHLY POWER SWEEPING - INTERMODAL	569.00
Misc equipment rental	1,586.95
ENGINEERING SERVICES TO PREPARE PHASE 1	2,000.00
ENGINEERING SERVICES	10,763.50
K-9 BI-MONTHLY MAINTENANCE TRAINING	2,599.98
LEGAL FEES	805.00
LEGAL FEES	13,214.66
2018 UPDATE CALIFORNIA LAND USE 2D	143.56
GLOVES	130.00
YOUTH CENTER MAT SERVICE	32.30
X RAY STUDY	156.50
MILEAGE REIMBURSEMENT WWTP 03/11/18	20.93
PLAN #340227-02 FOR 03/23/18 PAYROLL	2,018.96
PLAN #340227-01 FOR 03/23/18 PAYROLL	9,011.33
OVERNIGHT SHIPPING	11.28
FACILITY DEPOSIT REFUND	100.00
FACILITY DEPOSIT REFUND	50.00
PARK DEPOSIT REFUND	50.00
FACILITY DEPOSIT REFUND	340.00
FACILITY DEPOSIT REFUND	200.00
SPORT CANCELLATION	90.00
SPORT CANCELLATION	45.00
WATER AND WASTEWATER TREATING	4,481.55
PERMIT COMPLIANCE TESTING	350.00
CITY PD RETIREE MED BILL CHUMLEY APRIL 2018	186.00
TOW SVS	385.00
PROFESSIONAL ENGINEERING DESIGN	23,121.13
MILEAGE REIMBURSEMENT WWTP 3/12/18	23.11
LAPTOP	1,746.79
SWITCH	1,132.27
LAB & DRINKING WATER	134.10
PROFESSIONAL ARCHITECTURAL & ENGINEERING SERVICES	54,105.25
FRANCHISE TAX DEDUCTIONS FOR 03/23/18 PAYROLL	238.12
Badges	6,446.60
FEBRUARY 2018 PEST CONTROL SVS	510.00
FUEL CHARGES 03/01-03/10/18	12,785.49
FUEL	378.45
ADVANCED DISABILITY PENSION PAYMENT - MARCH 2018	2,900.10
Utility Billing Credit Refund	970.56
Utility Billing Deposit Refund	18.58
Utility Billing Credit Refund	116.42
Utility Billing Credit Refund	49.30
Utility Billing Credit Refund	150.31
Utility Billing Credit Refund	3.18
Utility Billing Credit Refund	84.61
Utility Billing Credit Refund	150.79
Utility Billing Credit Refund	36.89
Utility Billing Deposit Refund	21.77
Utility Billing Deposit Refund	37.71
Utility Billing Credit Refund	88.25
Utility Billing Credit Refund	61.99
Utility Billing Credit Refund	174.33
Utility Billing Credit Refund	151.51
CITY PAID UNITED HEALTH CARE APRIL 2018	272,277.89
02/18 CAL-CARD CHARGES	138,835.56
CITY CELL PHONE CHARGES FEB 11 - MAR 10	5,813.86
PW AIR CARDS FEB 11 - MAR 10	114.03
Server hardware and software	7,957.73
WWTP Temp Operator	4,000.00
MACHINERY AND HARDWARE, INDUST	159,498.69
Tower Appraisal for 325 D Street	2,400.00

Bank # 1 - Union Bank General Account Total	2,857,708.54
---	--------------



[Return to Agenda](#)

REPORT TO CITY COUNCIL

Approved By:

FOR: 
Department Director


City Administrator

Council Meeting of April 4, 2018
Agenda Item Number B-3

SUBJECT: MINUTE ORDER – ACCEPTING THE MAX BUS SHELTERS AND AMENITIES INSTALLATION, CITY PROJECT No. TRANS-6 AND AUTHORIZING THE RECORDING OF A NOTICE OF COMPLETION

RECOMMENDATION:

1. That the City Council approve Minute Order approving:
 - a. Acceptance of the Max Bus Shelters and Amenities Installation, City Project No. Trans-6.
 - b. The recording of the Notice of Completion.
2. The release of retention after 35 days from recording of the Notice of Completion.

SUMMARY:

The City Council, at their August 16, 2017 meeting, awarded a contract to David J. Boyle Electric Shop LLC, for the construction of Max Bus Shelters and Amenities Installation, City Project No. Trans-6 under Resolution No.17-108. The Contractor has substantially completed the project in accordance with the plans and specifications. It is staff's recommendation that the City Council accept the project.

The Grants Department obtained funding to install new bus shelters at 21 locations throughout the City. City Transit purchased the bus shelters, benches and trash receptacles directly from the manufacturers. Duo Guard industries, Inc. and LNI Custom Manufacturing, Inc. and bid the project for construction in order to maximize cost savings.

Funding for the project is being provided by Proposition 1B Cal OES grants, State Proposition 1B – Low Carbon Transit Operations Program (LCTOP) Fund grants and Measure T – Transit Enhancement Fund and Measure T – Transit Enhancement/ADA Seniors Fund which have been included in the City's FY 2017/18 Budget.

Engineering

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

www.cityofmadera.ca.gov

SITUATION:

A final project inspection was held and Transit Facility, Grants and Engineering Department have accepted the project as completed.

The original contract amount for construction was \$213,632.00. A contract change order (CCO) in the amount of \$6,074.00 was processed for balancing of project quantities, adjustments to installations and for fabrication and installation of Trash Receptacle locking device. The contract change order increased the contract amount \$219,706.00, an increase of approximately 2.84%.

The final progress payment has been processed and the retention of 5% will be duly released as required for completion of the project 35 days after the recordation.

The construction project was completed within the contract time and budgeted amount.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Strategy 126- Enhance the City of Madera transportation system by providing additional bus shelter structures that are safe and aesthetically pleasing to the users.

FINANCIAL IMPACT:

The funding for the project has been appropriated in FY 2017/18 with Measure T- Transit Enhancement funding Account No. 41550000/7030, Measure T – Transit Enhancement /ADA Seniors funding Account No. 41560000/7030, and Proposition 1B LCTOP funding Account No. 21295491/7030.

Construction of the project will not have a financial impact on the City's General Fund.

RECORDING REQUESTED BY:
CITY OF MADERA

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE
FEE WAIVED PER SECTION 27383 OF THE GOVERNMENT CODE - NO DOCUMENT TAX DUE \$ -0-

NOTICE OF COMPLETION
Corporation

NOTICE IS HEREBY GIVEN THAT:

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

NAMES

ADDRESSES

N/A

6. A work of improvement on the property hereinafter described was completed on FEBRUARY 09, 2017
7. The name of the original contractor, if any, for such work of improvement was DAVID J. BOYLE ELECTRIC SHOP LLC.
(If no contractor for work of improvements as a whole, insert "none".)
8. The full name(s) and address (es) of the transferor(s) of the undersigned is (are):

NAMES

ADDRESSES

N/A

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

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

**MAX BUS SHELTERS AND AMENITIES INSTALLATION, CITY PROJECT No. TRANS-6 AND
AUTHORIZING THE RECORDING OF A NOTICE OF COMPLETION**

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

(Signature of Owner named In Paragraph 2)

Dated: _____

Keith Brent Helmuth, P.E.
City Engineer

10. Continued

**MAX BUS SHELTERS AND AMENITIES INSTALLATION, CITY PROJECT No. TRANS-6 AND
AUTHORIZING THE RECORDING OF A NOTICE OF COMPLETION**

STATE OF CALIFORNIA
County of Madera

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

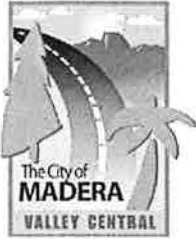
Signature of Officer: _____

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

State of California
County of Madera

Subscribed and sworn to (or affirmed) before me on this ____th day of April, 2017, by Keith
Brent Helmuth, proved to me on the basis of satisfactory evidence to be the person(s) who
appeared before me.

_____(Seal)
Sonia Alvarez, City Clerk



REPORT TO CITY COUNCIL

Approved by:

A handwritten signature in black ink, appearing to be "Steve Fronzier", written over a horizontal line.

Department Director

A handwritten signature in black ink, appearing to be "Steve Fronzier", written over a horizontal line.

City Administrator

Council Meeting of: April 4th, 2018

Agenda Number: B-4

SUBJECT:

Consideration of a Resolution Approving an Amendment to Pricing Schedule for Switched Ethernet Service with AT&T for Obtaining Fiber Optic Ethernet Service to the Waste Water Treatment Plant, and Authorizing the Mayor to Sign the Amendment on Behalf of the City

RECOMMENDATION:

That Council approve a resolution approving the Amending Agreement with AT&T for fiber construction to the Waste Water Treatment Plant and authorize the Mayor to execute the agreement.

SUMMARY:

AT&T has agreed to build fiber out to Waste Water Treatment Plant at no additional charge. They require that an amendment be in place that will reimburse AT&T the prorated portion of the cost if the City cancels within 5 years. This will have no financial impact on the City if service is maintained for 5 years as anticipated.

DISCUSSION:

The City of Madera entered into an agreement with AT&T for fiber connectivity to its 11 locations in 2016, with the fiber turn-up happening in May of 2017. AT&T built out connections to all the sites except one; the Waste Water Treatment Plant. They claim that they had entered an incorrect address in their quoting system and that construction was going to cost the city an additional \$117,534.05. The City argued that they had the correct address all along and they needed to fulfill the agreement.

AT&T relented and will now build out to the Waste Water Treatment Plant at no cost. However, they want assurance that we will use the service for a minimum of five years to help offset their construction costs. The current connection to the Waste Water Treatment Plant is very unstable. Unlike the other connections, the distance is too far for a backup wireless connection. The current T1 link will drop when it rains, and its only 1/33rd the data rate of what fiber will provide. This link will provide data stability for the Waste Water Treatment Plant and provide for more reliable backups.

FINANCIAL IMPACT:

Since the data rates will remain the same, there is no fiscal impact if service is continued for 5 years as anticipated. I foresee no reason to cancel this service within the next 5 years, as the City has been trying to obtain a better connection to the Waste Water Treatment Plant for some time, and I don't anticipate a better alternative in the near future.

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. _____

RESOLUTION OF THE CITY COUNCIL OF MADERA, APPROVING AN AMENDMENT TO PRICING SCHEDULE FOR SWITCHED ETHERNET SERVICE WITH AT&T FOR OBTAINING FIBER OPTIC ETHERNET SERVICE TO THE WASTE WATER TREATMENT PLANT, AND AUTHORIZING THE MAYOR TO SIGN THE AMENDMENT ON BEHALF OF THE CITY

WHEREAS, The City of Madera, is in need of better data/phone connectivity to the Waste Water Treatment Plant; and

WHEREAS, the City entered into an agreement with AT&T on March 15, 2016 for providing data/phone connectivity; and

WHEREAS, the City of Madera, desires to amend an existing Agreement with AT&T to allow for a prorated discount to the City of Madera for the construction of fiber optic cable installation to the Waste Water Treatment Plant; and

WHEREAS, the current AT&T rates charged to the City will not be changed; and

WHEREAS, AT&T has prepared an Amending Agreement.

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

1. The recitals listed above are true and correct.
2. The Amending Agreement for data/phone connectivity to the Waste Water Treatment Plant provided by AT&T, a copy of which is on file in the office of the City Clerk and referred to for particulars, is hereby approved.
3. The Mayor is authorized to execute the Amending Agreement on behalf of the City of Madera.
4. This resolution is effective immediately upon adoption.



**AMENDMENT TO PRICING SCHEDULE FOR
AT&T SWITCHED ETHERNET SERVICESM (with NETWORK ON DEMAND)
PROVIDED PURSUANT TO CUSTOM TERMS**

AT&T MA Reference No.: MA50002395UA
Pricing Schedule being amended (Contract ID No.): DN464VVMJ
AT&T Amendment Ref. No. SDN15CN202M

Customer ("Customer")	AT&T ("AT&T")
City of Madera	The applicable AT&T Service-Providing Affiliate(s)

This is an Amendment to the above referenced Pricing Schedule, last signed on March 15, 2016, and is effective on the date on which the last party signs this Amendment. The parties agree to modify the terms and conditions of the Pricing Schedule as specified herein.

1. ADDITION OF NEW CUSTOMER PORT CONNECTIONS

1.1. MINIMUM PAYMENT PERIOD. The Minimum Payment Period for Service Components added by this Amendment is 60 months.

1.2 NEW SERVICE COMPONENTS. This Amendment is Customer's order for any new Services described in Attachment(s) A.

2. The following is added as a new Section 6:

6. SPECIAL TERMS, CONDITIONS or OTHER REQUIREMENTS

6.1 Accelerated Discount

	Accelerated Discount	Liability upon early termination of any Service Component
Special Construction Charges Discount for installation of new Service Components at 13048 Road 21 ½, Madera	\$117,534.05	100% of the accelerated discount divided by the number of months in the Pricing Schedule Term multiplied by the number of months remaining in the Pricing Schedule Term at date of termination

Except as modified herein, all rates, terms and conditions of the Pricing Schedule remain in full force and effect.

This Amendment is valid only if executed by both parties prior to expiration of the existing Pricing Schedule Term.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Printed or Typed Name: Andrew J. Medellin	Printed or Typed Name:
Title: Mayor	Title:
Date:	Date:



ATTACHMENT A
RATES and CHARGES; SERVICE COMPONENTS, SITE and SERVICE CONFIGURATION

City of Madera

A-1 Rates and Charges; Quantities

Service Components	Quantity New	MRC, per Unit
Customer Port Connection - 1 Gig / Basic / EYQFX / GEM	10	\$189.75
50Mb CIR / Business Critical Medium - Basic Only / R6EHX / GEM	10	\$270.70

A-2. Site(s) and Service Configuration

Jurisdiction: By selecting "Interstate" Customer certifies that the interstate traffic (including Internet and international traffic) will constitute more than 10% of the total traffic on the Port. By selecting "Intrastate" Customer certifies that the interstate traffic (including Internet and international traffic) will constitute 10% or less of the total traffic on the Port.

Table 1 - Complete a line for each Customer Port Connection.

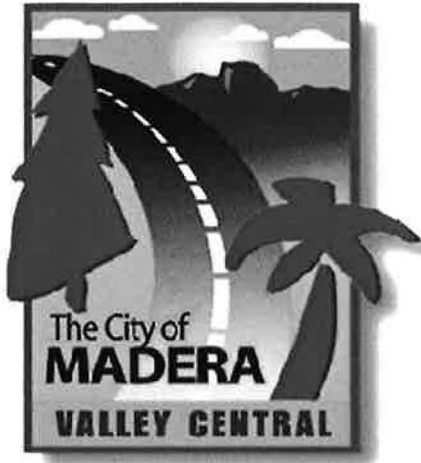
Port ID #	Street Address	City	State	Jurisdiction
1	238 S D	Madera	CA	Intrastate
2	330 S C	Madera	CA	Intrastate
3	238 S D	Madera	CA	Intrastate
4	703 Sherwood Wy	Madera	CA	Intrastate
5	200 S Schnoor Av	Madera	CA	Intrastate
6	1030 S Gateway Dr	Madera	CA	Intrastate
7	13048 Road 21 ½	Madera	CA	Intrastate
8	4020 Aviation Dr	Madera	CA	Intrastate
9	428 E Yosemite Av	Madera	CA	Intrastate
10	317 N Lake	Madera	CA	Intrastate



Table 2 – Service Components and Features associated with Customer Port Connections identified above.

Port ID #	Customer Port Connection Speed	CIR Speed for Ports 1 Gbps & Below	CIR Speed for Ports 10 Gbps & Above	Class of Service	Add'l MAC Addresses	Enhanced Multicast
1	1 Gbps Basic	50 Mbps	N/A	Bus. Critical - Med.	No	No
2	1 Gbps Basic	50 Mbps	N/A	Bus. Critical - Med.	No	No
3	1 Gbps Basic	50 Mbps	N/A	Bus. Critical - Med.	No	No
4	1 Gbps Basic	50 Mbps	N/A	Bus. Critical - Med.	No	No
5	1 Gbps Basic	50 Mbps	N/A	Bus. Critical - Med.	No	No
6	1 Gbps Basic	50 Mbps	N/A	Bus. Critical - Med.	No	No
7	1 Gbps Basic	50 Mbps	N/A	Bus. Critical - Med.	No	No
8	1 Gbps Basic	50 Mbps	N/A	Bus. Critical - Med.	No	No
9	1 Gbps Basic	50 Mbps	N/A	Bus. Critical - Med.	No	No
10	1 Gbps Basic	50 Mbps	N/A	Bus. Critical - Med.	No	No

[End of Document]

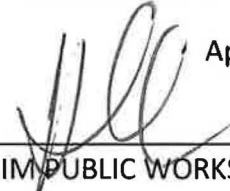


REPORT TO CITY COUNCIL

MEETING DATE: April 4, 2018

AGENDA ITEM NUMBER: B-5

Approved By:


INTERIM PUBLIC WORKS DIRECTOR


CITY ADMINISTRATOR

SUBJECT:

Consideration of a Resolution Authorizing Submittal of an Application to the California Department of Resources Recycling and Recovery for Beverage Container Recycling City/County Payment Programs, and Authorizing the City Administrator to Execute all Grant Documents.

RECOMMENDATION:

It is recommended that Council approve the attached Resolution authorizing submission of an Application to the California Department of Resources Recycling and Recovery (CalRecycle) for Beverage Container Recycling City/County Payment Programs and authorizing the City Administrator to execute all grant documents.

SUMMARY:

According to CalRecycle, the City of Madera is eligible to apply for \$16,586.00 in Beverage Container Recycling funds. The funding request due date is April 9, 2018. The awards will be made and funds distributed July to August, 2018. These funds must be expended by June 29, 2020, with reporting due on September 1, 2020.

Eligible activities of this Grant include curbside beverage container collection program and public education on the proper methods to recycle beverage containers using flyers and media advertising in English and Spanish. The educational flyers distributed at local community events will also promote recycling efforts, such as our AB341 business and multi-family recycling programs.

DISCUSSION:

CalRecycle has a history of granting the City funds under the Beverage Container Recycling City/County Payment Program to assist the City in efforts to educate the public regarding the benefits of properly recycling beverage containers rather than polluting our environment. Previously, these funds were able to be used for a wider range of efforts, such as purchasing recycled product for public use (e.g. benches, trash containers etc.). Unfortunately, now it is restricted to public educational efforts only.

Staff wishes to continue promoting beverage container recycling services to the citizens of Madera, and therefore, is seeking Council approval to submit the required Resolution. The term for funding runs from June, 2018 through June 29, 2020. The City is eligible to apply for \$16,586.00 in Beverage Recycling funds.

FINANCIAL IMPACT:

There will be no financial impact to the General Fund. Revenues and expenditures will occur over the next two fiscal year budgets in the Recycling Grant Fund.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

If adopted by Council, the resolution is consistent with the Madera Vision Plan, specifically Action 437: Recycling Programs: Promote recycling through multiple programs.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF MADERA, CALIFORNIA, AUTHORIZING SUBMITTAL
OF AN APPLICATION TO THE CALIFORNIA
DEPARTMENT OF RESOURCES RECYCLING AND
RECOVERY FOR BEVERAGE CONTAINER RECYCLING
CITY/COUNTY PAYMENT PROGRAMS AND
AUTHORIZING THE CITY ADMINISTRATOR TO
EXECUTE ALL GRANT DOCUMENTS**

WHEREAS, Public Resources Code section § 48000 et seq., authorize the Department of Resources Recycling and Recovery (CalRecycle) to administer various grant programs (grants) in furtherance of the State of California's (state) efforts to reduce, recycle and reuse solid waste generated in the state thereby preserving landfill capacity and protecting public health and safety and the environment; and

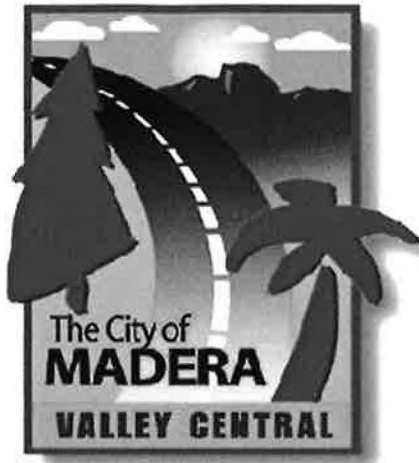
WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the application, awarding, and management of the grants; and

WHEREAS, CalRecycle grant application procedures require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of CalRecycle grants; and

WHEREAS, CalRecycle's procedures for administering payment programs require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of CalRecycle grants.

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

1. The above recitals are true and correct.
2. The City of Madera is authorized to submit a Beverage Container Recycling City/County Program application to CalRecycle.
3. The City Administrator is hereby authorized as Signature Authority to execute all documents necessary to implement and secure payment under the Beverage Container Recycling City/County Payment Program.
4. This resolution is effective immediately upon adoption.



REPORT TO CITY COUNCIL

MEETING DATE: April 4, 2018

AGENDA ITEM NUMBER: B-6

Approved By:



INTERIM PUBLIC WORKS DIRECTOR



CITY ADMINISTRATOR

SUBJECT:

Consideration of a Resolution Approving a Lease Agreement with County of Madera for a Hangar Lease Located at the Madera Municipal Airport, and Authorizing the Mayor to Execute the Agreement on Behalf of the City.

RECOMMENDATION:

It is recommended that Council adopt the attached Resolution approving a Lease Agreement with the County of Madera for a hangar at the Madera Municipal Airport and authorize the Mayor to execute the Agreement.

SUMMARY:

The Madera County Sheriff's Department (County) has recently obtained approval from the Board of Supervisors to purchase an airplane. Sheriff department staff have contacted the City of Madera in order to enter into a lease of a hangar space at the Airport. The City currently has a vacancy in hangar no. 13 and is agreeable to entering into a month-to-month Lease Agreement with the County. Historically, hangar leases such as this are signed internally by the Public Works Director; however, since this contract was brought to the Board of Supervisors for their approval on March 13th, staff felt City Council should be included in the approval of the Agreement.

FINANCIAL IMPACT:

The lease will generate \$1,260.00 revenue annually for the Airport. There will be no financial impact to the General Fund.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MADERA, CALIFORNIA, APPROVING A LEASE
AGREEMENT WITH COUNTY OF MADERA FOR A
HANGAR LEASE LOCATED AT THE MADERA
MUNICIPAL AIRPORT, AND AUTHORIZING THE MAYOR
TO EXECUTE THE AGREEMENT ON BEHALF OF THE
CITY**

WHEREAS, the County of Madera (Tenant) is in need of hangar storage for
an airplane owned by the Madera County Sheriff's Office; and

WHEREAS, the City of Madera (City) has a vacancy in airplane hangar no.
13 at the Madera Municipal Airport; and

WHEREAS, the City and the Tenant have agreed upon terms for the Lease
Agreement, which has been approved and signed by the County Board of
Supervisors.

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

1. The above recitals are true and correct.
2. The Hangar Lease Agreement between the City and County of Madera, a
copy of which is on file in the Office of the City Clerk and referred to for
particulars, is hereby approved.
3. The Mayor is authorized to execute the Lease Agreement on behalf of the
City.
4. This resolution is effective immediately upon adoption.

* * * * *

HANGAR LEASE AGREEMENT

THIS LEASE is entered into on this ____ day of _____ 2018, by and between the CITY OF MADERA, a municipal corporation, ("City") and County of Madera.

RECITALS

- A. City owns real property in the City of Madera commonly referred to as the "Madera Municipal Airport," located at 4020 Aviation Drive, Madera, California, in which Hangars are located.
- B. City intends to lease the Hangars solely for the storage of aircraft owned or part-owned by Lessee, unless otherwise permitted through an Airport Commercial Operations Permit (ACOP).
- C. Lessee wishes to lease a Hangar to store Lessee's aircraft.

NOW, THEREFORE, City leases Hangar No. 13, upon the following terms and conditions:

1. **TERM**: The term of this Lease shall continue on a month-to-month basis until such time as one party gives the other written notice of termination. Either party may, upon thirty (30) days' written notice to the other, terminate this Lease. City's termination of the Lease shall be for cause.

2. **RENTAL**: Lessee agrees to pay City a monthly rental in an amount set by the City Council. The initial rental amount is \$ 105.00 per month, payable on or before the first day of each month to the City's address as provided in Paragraph 25. The rental amount is subject to change annually as approved by the City Council.

3. **SECURITY DEPOSIT**: Lessee agrees upon execution of this Lease, to deposit with City, an amount of \$ 150.00 as a security deposit for Lessee's faithful performance of the Lease provisions. The City can use the security deposit or any portion thereof, to 1) cure any breach or default of this Lease by Lessee, 2) to repair damages to the premises caused by Lessee, or by Lessee's guests or invitees, or 3) to clean the premises upon termination of the tenancy. Lessee shall within five (5) days of a written demand pay to City a sum equal to the portion of the security deposit extended or applied by City as provided in this paragraph so as to maintain the security deposit in the amount initially deposited with City. At the expiration or termination of this Lease, City shall return the security deposit to Lessee, less any amount due to City pursuant to Civil Code Section 1950.7. City shall not be required to pay Lessee interest on the security deposit.

4. **DELINQUENT RENTAL & INTEREST**: All charges become delinquent ten (10) days after the first day of each month during the term of this Lease. Lessee is in default if the payment has not been received by the City by the tenth (10th) day of each subsequent month. A late charge of five percent (5%) of the monthly rental will be charged if rent is not paid by the tenth 10th day of the subsequent month. If all charges are not paid within thirty (30) days

from the due date, the City may terminate this Lease and may secure the Premises in accordance with Civil Code Section 1983. Furthermore, any amount outstanding after thirty (30) days or more shall bear interest from the due date to the date of payment at the rate of one-half percent (0.5%) per month.

5. USE: Lessee shall use the Hangar only to store aircraft and aviation-related equipment owned or part owned by Lessee, as provided for in the "Madera Municipal Airport General Rules and regulations", attached hereto as "Exhibit A." Federal Aviation Administration records will be used to determine aircraft ownership. If the primary aircraft stored in City-owned hangars is registered in a corporate, partnership, trust, or other entity name, the entity's name and/or the name of the tenant must appear on the original aircraft registration certificate either as "Registered Owner" or as "other Owner Names", as verified by the Airport Manager through the FAA's official aircraft registration database. No gasoline, oil, explosive, flammable or hazardous products or materials may be stored in the Hangar except in the amounts and in containers approved by the City, as indicated in the Hangar Inspection List, attached hereto as "Exhibit B. Charter, rental, instructional or any revenue-producing commercial activities not mentioned specifically herein shall not be conducted in or from the Hangar unless permitted by an Airport Commercial Operations Permit. Routine maintenance on owner's aircraft as covered in FAR Part 43, amateur-built aircraft assembly and other disassembly and repair of Lessee's aircraft by Lessee is permitted; provided, however, the Uniform Fire and Building Codes shall not be violated at any time. No pet or human habitation is allowed.

6. ACCEPTANCE AND MAINTENANCE: Lessee's taking possession of the premises on commencement of the term shall constitute Lessee's acknowledgement that the Hangar is in good condition. Lessee shall keep the Hangar clean and free of debris and shall not place any debris or hazardous materials outside the Hangar. Lessee shall report to the Airport Manager or airport staff any defects in the Hangar, which Lessee believes require maintenance. City shall keep the Hangar in good repair, keep the public taxiways adjacent to the hangar clear of debris and provide access to the Hangar and to public runways, taxiways and ramps at the Madera Municipal Airport. Should necessary repairs or construction to the aforementioned facilities cause interference with Lessee's access to the leased Hangar, the Airport Manager shall notify Lessee in a timely fashion.

7. ALTERATIONS AND MODIFICATIONS: Lessee shall not:

- a) Paint, remove, deface, modify, bend, drill, cut or otherwise alter any part of the Hangar without the prior written consent of the City or its representative.
- b) Use any high voltage/high amperage electrical equipment or machinery in or about the Hangar, or modify existing wiring, or install additional outlets or fixtures without the prior written consent of the City.
- c) Attach any hoisting or holding mechanism to any part of the Hangar or pass any such mechanism over the struts or braces therein. (For purposes of this Lease, a hoisting or holding mechanism shall be deemed to include, but shall not be limited to, a chain-ball, block and tackle, or other hoisting device.)
- d) Make, or cause to be made, any electrical, plumbing or structural modifications or alterations to the Hangar, without official written authorization by the Airport Manager and the City of Madera Building Department, as evidenced by a City of Madera Building Permit.

8. UTILITIES: If Lessee, by modification approved by permit of existing electrical wiring, or by use of high voltage or high amperage equipment or machinery, or by installing additional outlets or by constant usage equipment such as a refrigerator, which will likely increase electrical utility usage, the Lessee shall pay at a minimum an additional \$10 per month. City may at its discretion install, or cause Lessee to install at his expense, an electrical meter and require Lessee to pay for the meter and power usage. Lights, heaters, fans, compressors or other power equipment shall not be left on when the lease or guests are not in the hangar.

9. SUBLEASE: Lessee may not assign or sublease this Lease. No interim tenancies or sublets will be permitted unless a Temporary Sublease Agreement is entered into pursuant to written approval of the City of Madera.

10. REGULATIONS: Lessee shall comply with all federal, state and local rules, regulations, laws, ordinances, and directives now in force or hereafter promulgated by the City or any legally constituted authority with respect to the use of the Hangar and the Madera Municipal Airport. The Airport Rules & Regulations are attached hereto as "Exhibit A."

11. HOLD HARMLESS: Lessee shall defend, indemnify, and hold the City, its officials, employees, agents, and designated volunteers harmless from any and all claims, injuries, damages, losses, or suits, including attorney's and expert fees, arising out of or in connection with the performance of this Lease, except for injuries and damages caused by the sole negligence of the City.

12. LOCKS: City will furnish Lessee one padlock with two keys or a combination. Lessee shall not lock the Hangar or permit the same to be locked with any lock other than the lock supplied by City. Lessee agrees not to loan, transfer, give possession of, misuse, modify or alter the assigned keys or combination. Lessee further agrees not to cause, allow or contribute to the making of any unauthorized copies of the above keys. The misuse or loss of assigned keys may render Lessee responsible for the expenses of rekeying the affected areas.

13. PARKING AND ACCESS: Lessee's unattended vehicles shall only be parked either inside the Hangar or in designated parking areas. Lessee shall not park or leave aircraft, automobiles or other vehicles or obstructions on the taxiway or on the pavement adjacent to the Hangar. Lessee shall not leave or store any unlicensed, unregistered, or inoperable vehicle on Airport premises at any time. Unattended vehicles shall not be parked in said designated areas for extended periods, as determined solely by the Airport Manager. If Lessee wants to leave his/her vehicle in a designated parking area for an extended period, he/she must first notify the Airport Manager and obtain approval and a permit to do so. Otherwise, if Lessee fails to so notify Airport Manager, vehicles left in said designated parking areas for an extended period may be considered abandoned and may be towed from the Airport. The Airport will make a reasonable attempt to notify the owner of the vehicle before having the vehicle towed. Gate access codes and access cards will be available to Lessees and their authorized service providers. Misuse of the gate access device, by Lessee, service providers, or their assignees may result in the termination of the Lease (i.e. allowing airport access to any individual in violation of any federal, state, or local laws, including, but not limited to City ordinances and the Airport Rules & Regulations). Upon termination of the Lease, all gate access devices issued to Lessees and their authorized service providers will be deactivated.

14. TAXES: Lessee shall pay, prior to delinquency, any taxes and assessments levied on personal property situated in the Hangar.

15. POSSESSORY INTEREST SUBJECT TO TAXATION: Lessee recognizes and understands that this Lease may create a real property possessory interest that may be, but is not intended to be, subject to real property taxes levied on such interest. No such tax shall in any way reduce or substitute for the charges or fees required to be paid as a condition of this Lease or as otherwise required by the City.

16. ENTRY AND INSPECTION: Lessee hereby grants to City or its representative, permission to enter the Hangar for scheduled inspections at any time during regular business hours with 48 hours' notice to Lessee. However, Lessee fully understands that the City shall have the right to enter the Hangar at any time without notice in the event of an emergency, to conduct follow-up inspections to verify compliance, to make necessary repairs and improvements, and to supply necessary services.

17. MULTIPLE AIRCRAFT AND STORAGE: If Lessee wishes to house an aircraft in the Hangar other than the one(s) described in the attached "Aircraft Information Form" Exhibit "C", Lessee must notify the Airport Manager in writing within fourteen (14) days and show proof of ownership. More than one aircraft will be allowed in the Hangar provided that the registered aircraft of the original Lessee is in the Hangar, that the hangar is large enough to accommodate the additional aircraft, and that the Airport Manager has had prior written notice from Lessee of the additional aircraft along with the owner's name, address, telephone number, "N" number of the additional aircraft, and verification of aircraft insurance. The registration of the second occupant after the initial lease shall not give the second occupant any rights of the Lease.

18. DEFAULT:

a) If Lessee is in default for non-payment of rent equal to the amount of three (3) monthly payments owed to City: City shall notify Lessee in writing of the default by serving Lessee with a "Three-Day Notice to Pay Rent or Quit." Lessee shall pay in full all current and past due rents within the three-day deadline set forth in the notice. If Lessee fails to comply within the three (3) day time period, this Lease shall automatically terminate. Upon termination of this Lease, the City shall be authorized to enter the Hangar without further notice and remove all property that may be therein.

b) If Lessee is in default for any reason other than non-payment of rent or of any amount owed to City: City shall notify Lessee in writing of the default by serving Lessee with a "Notice of Intent to Terminate Tenancy." Lessee shall cure the default within the thirty (30) day deadline set forth in the notice. If Lessee fails to cure the default within the specified time period, the City will serve Lessee with a "30-Day Notice of Termination of Tenancy." Upon termination of this Lease, the City shall be authorized to enter the Hangar without further notice and remove all property that may be therein.

c) If property is removed from the Hangar pursuant to this Paragraph: City shall provide the Lessee written notice pursuant to Civil Code Section 1983. In addition to the amount of the delinquent rent, if any, Lessee is obligated to pay to the City all storage fees and expenses incurred by the City to remove and store the contents of the Hangar.

Upon Lessee's default of any of the terms and conditions of this Lease, the City may terminate this lease, upon thirty (30) days' written notice, sent in accordance with Paragraph 25.

19. ATTORNEY'S FEES: If City commences or sustains an action at law to collect any amount of rent due, or to dispossess Lessee, or to recover possession of the Hangar, or to enforce any of the terms or provisions of this Lease, Lessee shall pay all costs in connection therewith, including reasonable attorney's and expert fees.

20. INSURANCE: Tenant 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 Tenant's operation and use of the rented premises. The cost of such insurance shall be borne by the Tenant.

Minimum Scope and Limits of Insurance

Tenant shall maintain limits no less than:

- \$1,000,000 General Liability per occurrence for bodily injury, personal injury and property damage at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage (occurrence Form CG 00 01).
- \$1,000,000 Aircraft Liability per accident for bodily injury or property damage. Said coverage must include grounding coverage.
- Worker's Compensation insurance as required by the State of California and \$1,000,000 Employer's liability (only for Tenant's with employees).
- Property insurance against all risks of loss to any Tenant improvements or betterments. Policy should be for full replacement cost with no coinsurance penalty provision.

If Tenant maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Tenant.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the entity.

Other Insurance Provisions

Both the general liability policy and the aircraft liability policy must be endorsed to contain the following provisions:

- The entity, its officers, officials, employees, and volunteers are to be covered as insureds.
- For any claims related to this aircraft, the Tenant's insurance coverage shall be primary insurance as respects the entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the entity, its officers, officials, employees or volunteers shall be excess of the Tenant's insurance and shall not contribute with it.
- Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the entity.

Waiver of Subrogation

Tenant hereby agrees to waive subrogation which any insurer of tenant may acquire from tenant by virtue of the payment of any loss. Tenant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

Acceptability of Insurers

Insurance is to be placed with California admitted insurers with a current AM Best's rating of no less than A:VII, unless otherwise acceptable to the entity.

Verification of Coverage

Tenant shall furnish the entity with copies of original certificates and endorsements, including amendatory endorsements, effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the entity before rental commences; however, failure to do so shall not operate as a waiver of these insurance requirements. The entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Tenant may satisfy the requirements of this paragraph 20 with comparable coverages and endorsements issued by its self-insurance pool.

21. AIRPORT PUBLIC EVENTS: Lessee is hereby notified that the Airport may host public events including airshows which may inconvenience Lessee before or during such events. City agrees to provide reasonable notice to Lessee of any planned public event. During an airshow, Lessee will not have free access to the Airport during certain hours of the day, and arrangements must be made to relocate any aircraft stored at the Airport if Lessee wishes to operate the aircraft.

22. REASSIGNMENT: If in the sole judgment of the Airport Manager it is necessary to take possession of the leased Hangar, the City reserves the right to reassign a different Hangar to Lessee, even though Lessee may consider the different Hangar not to be of equal quality or suitable location and size.

23. SURRENDER OF PREMISES: On termination of this Lease, Lessee shall surrender the Hangar to City in good condition. Should the hangar require extensive cleaning, restoration and/or repair due to illegal modifications, or the removal of abandoned furniture, equipment, etc., the City can use the security deposit or any portion thereof as provided in Section 3.

24. AIRPORT SECURITY: Lessee shall make every effort to prevent unauthorized persons from using the Airport, and shall make every effort to keep the City's premises secure and safe. Lessee is responsible for informing all employees, invitees, licensees, and guests of security procedures disseminated and updated by the Airport Manager from time to time.

25. NOTICES: Lessee is required to notify the Airport Manager in writing within fourteen (14) days of any changes in Lessee's home address and home/work telephone numbers. All notices to the parties shall be in writing and shall be addressed and mailed to their representatives as follows:

Lessor: Airport Manager
Madera Municipal Airport
4020 Aviation Drive
Madera, CA 93637

Lessee: County of Madera
C/O Madera County Sheriff's Office
2725 Falcon Dr.
Madera, CA. 93637

Mobile: (559) 395-5347 (Tyson Pogue)

Office: (559) 675-7770

Email: tpogue@co.madera.ca.gov

Email: SOBusiness@co.madera.ca.gov Susan Noel (Business Manager)

****Signatures on Next Page****

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the day and year first written above.

CITY OF MADERA

COUNTY OF MADERA

By: Andrew J. Medellin, Mayor

By: Tom Wheeler, Chairman, Board of Supervisors

ATTEST:

ATTEST:

Sonia Alvarez, City Clerk

Shonda Cargill
Clerk, Board of Supervisors

APPROVED AS TO FORM
CITY ATTORNEY

APPROVED AS TO LEGAL FORM
COUNTY COUNSEL

By: Joel Brent Richardson

Dale E.
Bacigalupi
By: _____

Digitally signed by: Dale E. Bacigalupi
DN: CN = Dale E. Bacigalupi email =
dbacigalupi@lozanosmith.com C = US
Date: 2018.03.08 08:40:53 -08'00'

Attachments:

Exhibit A - Airport Rules & Regulations
Exhibit B - Hangar Inspection List
Exhibit C - Aircraft Information Form



Hangar Lease Agreement, revised August 2015

**MADERA MUNICIPAL AIRPORT
GENERAL RULES AND REGULATIONS
FOR
TIE-DOWNS AND T-HANGARS TENANTS**

1. MAINTENANCE of aircraft in T-Hangars and on Tie-Downs is limited to minor repairs and preventive maintenance authorized to be performed by the owner under the provisions of FAR 43 Part C. Up to 24 quarts of engine oil may be stored in the T-Hangar. Individual oil containers will not exceed one gallon capacity. Aircraft painting (except minor touch-up) is expressly prohibited in T-Hangars and on Tie-Down Spaces. Up to two spray paint cans per color of the aircraft paint scheme may be stored inside the T-Hangar.
2. Draining of fluids on Tie-Down Spaces is prohibited. Oil Changes are permitted on the wash pad. Used oil will be captured and disposed of in the tank at the east end of T-Hangar Row #4. No liquids of any kind including, without limitation, fuel, oils, dopes, paints or solvents shall be dumped or disposed of in drains, basins, ditches or elsewhere on the airport.
3. Changing motor vehicle oil and washing motor vehicles, motor homes and boats is not permitted on the airport.
4. TENANT will be liable for damage caused to pavement from leaking aircraft fluids. CITY reserves the right to tow "leakers" to an alternative parking area on the airport until TENANT takes corrective action.
5. Tie-Down aircraft may not be left in a partially disassembled condition.
6. Temporary parking of motor vehicles inside T-Hangars is permitted only when the aircraft is removed for flight.
7. Parking of motor vehicles is not permitted on the Tie-Down ramp when the aircraft is removed for flight. Temporary parking for loading and unloading or during minor maintenance is permitted.
8. TENANTS are not authorized to drive motor vehicles on taxiways and runways under any circumstances.
9. Kerosene/butane/propane heaters are not permitted in T-Hangars.
10. Small electrical devices such as drop lights, small electric heaters, electric fans, and radios are permitted. One refrigerator is permitted and a \$10.00 per month electrical power charge will automatically be charged to those T-Hangars TENANTS with a refrigerator.
11. Self fueling. Those TENANTS who have a Supplemental Type Certificate or an FAA approved experimental aircraft, and have notified the Airport Supervisor of their status, may bring STC fuel onto the airport for the sole purpose of self-fueling their aircraft. Self-fuelers shall move their aircraft out of the T-Hangar and have an adequate fire extinguisher immediately available when fueling. Self-fuelers shall pump the fuel into the aircraft with a hose. Fuel containers shall not be hoisted and fuel poured directly into the aircraft. Empty self-fueling containers may be stored inside the T-Hangar. Only enough fuel for one fueling of the aircraft may be brought onto the airport at any one time.
12. Commercial operations will not be conducted from T-Hangars unless the TENANT first obtains a City of Madera business license and an Airport Commercial Operations Permit, and pays the applicable fees.
13. No airplane mechanic may conduct business for hire or barter on Madera airport without a City of Madera business license and an Airport Commercial Operations Permit, and pay the applicable fees. TENANTS are cautioned not to solicit unauthorized mechanics to come onto Madera airport to perform services for hire.
14. Maintenance of Premises. TENANTS shall keep and maintain T-Hangars in clean condition. TENANTS shall not commit or suffer to be committed any waste or nuisance upon the premises, not store, use or sell any article in or about the premises nor commit any act that would cause cancellation of any insurance policy covering the premises, nor occupy, suffer or permit the premises or any part thereof to be used for any illegal or dangerous purpose or in any way contrary to law or rules or regulations of any public authority. TENANT shall not attach any hoisting or holding mechanism over the struts or braces therein. TENANT shall not paint, remove, deface, modify, bend, drill, cut or otherwise alter any part of the premises, particularly electrical outlets.
15. Unauthorized Storage. Hazardous materials, liquid, solid or gas, not specifically authorized in the written Rules and Regulations for Madera airport T-Hangar and Tie-Down TENANTS are expressly prohibited from storage in T-Hangars and on Tie-Down Spaces. Storage of motor vehicles, auto parts, boats/trailers, motorcycles/trailers, furniture, building materials, farm equipment, machinery, large power tools, bar-b-que grills, butane/propane/kerosene tanks and any other unsafe or inappropriate item shall not be stored in T-Hangars. T-Hangars will not become hobby shops for activities not directly related to aircraft storage. Certain items of furniture and electrical appliances will be permitted when these items are directly related to the activities authorized in a Airport Commercial Operations Permit.
16. Hazardous Materials. The Madera County Health Department defines a hazardous material as any material that, because of its quantity, concentration, physical or chemical properties, poses a significant present or potential hazard to human health and safety or to the environment. This includes any material that requires a Material Safety Data Sheet (MSDS). Other examples include: ACIDS, GASOLINE, PROPANE, PESTICIDES, WEED KILLERS, PAINTS, WASTE OIL, PAINT THINNER, WELDING GASSES, POISONS, SOLVENTS, PETROLEUM PRODUCTS, COMPRESSED GASSES, WATER REACTIVE CHEMICALS, FERTILIZERS, FLAMMABLE LIQUIDS AND SOLIDS, CRYOGENIC FLUIDS, EXPLOSIVES, CORROSIVE MIXTURES CONTAINING HAZARDOUS MATERIAL, INDUSTRIAL CLEANERS, RADIOACTIVE MATERIALS, INFECTIOUS AND TOXIC BIOLOGICAL SUBSTANCES.
17. Doping of aircraft in T-Hangars is prohibited except for minor patching and repairs. Doping materials will not be stored in the T-Hangars.
18. Maintenance and repair of motor vehicles is prohibited on the airport except minor incidents such as dead batteries or flat tires.
19. All Terrain Vehicles, dirt bikes, mopeds, motorized skateboards, etc. may not be operated anywhere on the airport.
20. Bicycles, motorcycles/bikes may be operated on the airport as a normal means of transportation in the same manner that cars, pickups, etc. are used. Seat belt and helmet laws apply on the airport as they do elsewhere. Rules #6, #7, #8, and #19 apply.
21. Pets brought onto the airport must be on a leash and under the immediate control of the owner at all times.
22. Children must remain under direct supervision of an adult at all times while on the airport. Radio controlled toys, bicycles, skates, etc. are not permitted on the airport, particularly in the T-Hangar area.

HANGAR INSPECTION LIST

Hanger #___ Inspected ___/___/___

Walls:

Paint _____

Dents or Damage _____

Doors:

Paint _____

Dents or Damage _____

Rolling, opening & Locking _____

Floor:

Condition _____

Damage _____

Ceiling:

Paint _____

Sky Lights _____

Dents or Damage _____

Electrical:

Switch & Light _____

Any Other Wiring _____

Permitted Storage of flammable liquids:

No gasoline, oil, explosive, flammable or hazardous products or materials may be stored in the Hangar except in the amounts and in containers approved by the City, as indicated below.

Other Noted Items:

AIRCRAFT INFORMATION FORM

Hangar # _____ Aircraft Registration Tail #: _____ Year: _____

Make: _____ Model: _____

No. of Engines: _____ No. of Seats: _____

Registered Owner: _____

Principal Pilot if other than Owner: _____

Address: _____

Email: _____ Ph# (____) ____-_____

REPORT TO THE CITY COUNCIL GROUNDWATER SUSTAINABILITY AGENCY

COUNCIL MEETING OF:
April 4, 2018

AGENDA ITEM
NUMBER:
B-7

Approved By:

 for D. Merchen
COMMUNITY DEVELOPMENT DIRECTOR


CITY ADMINISTRATOR

SUBJECT:

Consideration of a Request for a Letter of Support for the Leadership Counsel for Justice and Accountability's Scope of Work for the Sustainable Groundwater Planning Grant Program and Authorizing the Mayor to Sign a Letter of Support on Behalf of the City.

RECOMMENDATION:

Staff recommends that the City Council approve the request from the Leadership Counsel for Justice and Accountability and Authorize the Mayor to sign a letter of support on behalf of the City.

DISCUSSION:

The Sustainable Groundwater Planning Grant Program provides funds to develop and implement sustainable groundwater planning and projects. The Leadership Counsel for Justice and Accountability (Leadership Counsel) applied for and subsequently received preliminary notice of award for grant funding to implement stakeholder engagement programs and related activities in several groundwater subbasins. The Madera Subbasin is included within the scope of the program and the Leadership Counsel has requested a letter of support from the City of Madera GSA in the process of finalizing the grant award.

The Leadership Counsel is an advocacy group that works in California's low income, rural regions. Based in the San Joaquin and Eastern Coachella Valleys, they provide and/or assist with community organizing, research, legal representation, and policy advocacy. The proposed grant funding will be used to enhance public engagement for disadvantaged communities in the groundwater sustainability planning process and to ensure that the needs of these communities are incorporated. The goals and objectives of the program, as provided by the Leadership Counsel, are attached.

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.

FISCAL IMPACT:

None.

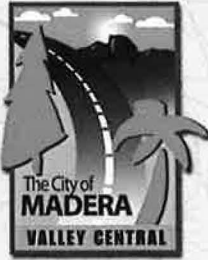
Leadership Counsel for Justice and Accountability
Description of Scope of Work for Grant Funding

Goals:

- Increased engagement of residents development of groundwater sustainability plans and other groundwater sustainability efforts.
- Increased incorporation of the needs of and opportunities in SDACs in groundwater management plans and projects.
- Developed mechanisms to facilitate greater involvement and engagement among SDAC residents in planning and decision making related to groundwater management.

Objectives:

- Increased understanding among SDAC residents of ongoing groundwater sustainability efforts.
- Increased engagement among SDAC residents in groundwater sustainability planning activities.
- Increased understanding among decision-makers of groundwater needs and vulnerabilities.
- Groundwater management plans and efforts that incorporate needs and opportunities in SDACs.
- Increased number of projects that reduce vulnerability of SDACs to contaminated groundwater and drinking water.
- Increased communication and collaboration among SDAC residents and GSA staff to ensure incorporation of SDAC priorities into planning and implementation efforts, and established protocols and mechanisms to ensure ongoing collaboration.
- Mechanisms to facilitate greater involvement and engagement among SDAC residents in planning and decision making related to groundwater management, including a disadvantaged communities advisory committee.



April 4, 2018

California Natural Resources Agency
Department of Water Resources
Division of Integrated Regional Water Management
P.O. Box 94836
Sacramento, CA 94236

To Whom It May Concern:

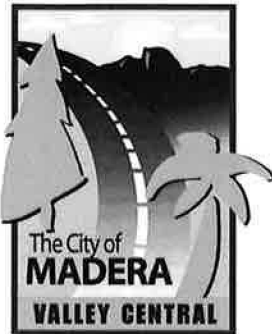
The City of Madera Groundwater Sustainability Agency would like to express its support of the Leadership Counsel for Justice and Accountability's scope of work for the Sustainable Groundwater Planning Grant Program.

As expressed in the Sustainable Groundwater Management Act, it is important for domestic well users, small water systems, and disadvantaged communities to be included in decision making processes regarding local groundwater management and planning. As the City of Madera Groundwater Sustainability Agency service area contains disadvantaged communities, including communities where Leadership Counsel will engage in outreach efforts, we seek to ensure their inclusion in decisions regarding groundwater planning and management. Collaborating on SGMA implementation will complement our ongoing efforts.

Sincerely,

Andrew J. Medellin
Mayor

Report to City Council



Council Meeting of April 4, 2018

Agenda Item Number B-8

Approved by:

Department Director



City Administrator

Informational Report on Personnel Activity for the Month of March

REQUESTED ACTION

This report is provided at the request of the City Council and is for informational purposes only.

SUMMARY OF PERSONNEL ACTIVITY

The Civil Service Commission held a regular meeting on March 6, 2018, certifying eligibility lists for the following job classifications:

- Recruitment 17-39: Public Safety Dispatcher
- Recruitment 18-05: Police Officer Trainee

The following individuals began employment with the City during the month of March:

Name	Position	Department	Effective Date
Hallie Page	Part Time Program Leader I	Parks & Community Services	3/5/18
Paola Gonzalez	Part Time Program Leader I	Parks & Community Services	3/5/18
Alexander Machado	WWTP Operator III	Public Works	3/14/18
David Mendoza	Part Time Park Aide	Parks & Community Services	3/21/18

The following employees separated from employment with the City during the month of March. More than any other department, the Parks & Community Services team relies heavily on part-time/seasonal temporary staff to provide services and maintenance. There are as many as 80-90 part-time staff on the PCS payroll at any one time. Given the temporary nature of these positions, there is a high degree of turnover in this employee group.

Name	Position	Department	Effective Date
Virginia Cisneros	Part Time Program Leader II	Parks & Community Services	3/12/18
Jose Valenzuela	Part Time Program Leader II	Parks & Community Services	3/12/18
Sergio Garcia	Part Time Park Aide	Parks & Community Services	3/12/18
Inez Cruz	Part Time Program Leader I	Parks & Community Services	3/12/18
Alijah Ramirez	Part Time Program Leader I	Parks & Community Services	3/12/18
Peter Macdonald	Part Time Park Aide	Parks & Community Services	3/12/18
Nick Galindo	Part Time Park Aide	Parks & Community Services	3/12/18
Jose Roque	Part Time Park Aide	Parks & Community Services	3/12/18

COUNCIL MEETING OF:
April 4, 2018

AGENDA ITEM NUMBER:
C-1

REPORT TO THE CITY COUNCIL

Approved By:


PLANNING MANAGER


CITY ADMINISTRATOR

SUBJECT:

Public hearing and consideration of introduction of an ordinance rezoning approximately 6,000 square feet of land located 100 feet north of the northwest corner of East Yosemite Avenue and High Street (110 High Street) from the R3 (High Density Residential) Zone District to the C1 (Light Commercial) Zone District.

RECOMMENDATION:

The Planning Commission and staff recommend that the Council, after considering public testimony, introduce an ordinance rezoning the subject property.

DISCUSSION:

Used Automotive Sales

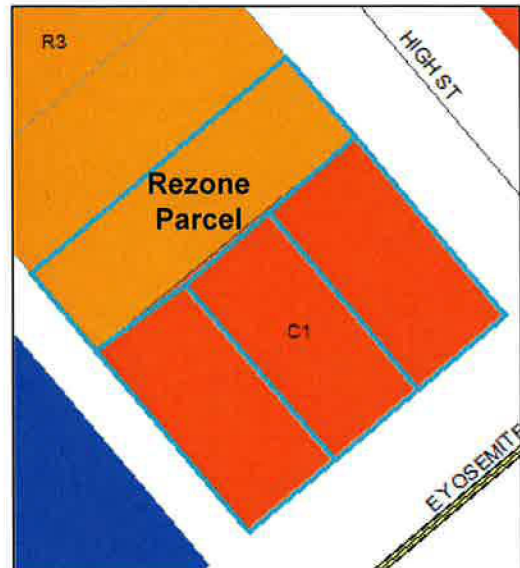
The requested rezone to a commercial zoning would facilitate the development of the site as a used automotive sales business. Even though the project site is located along the busy East Yosemite Avenue corridor, it has remained vacant for over a decade and no viable project has been proposed for the property over that time. The continued under-utilization of the project site is not beneficial to the City or the surrounding properties. Although City staff would view the development of traditional commercial retail sales of goods and services as most desired in the C1 (Light Commercial) Zone District, the development of a used automotive sales lot acts to provide for immediate investment in the property and the generation of sales tax now, acting as a suitable interim use in lieu of future intensification of commercial development on the site when market conditions favorably support more intensive commercial development. On March 13, 2018, the Planning Commission approved Conditional Use Permit 2017-36 and Site Plan Review 2017-53, allowing for the development of the property consistent with conditions of approval. In compliance with the



requirements of the California Environmental Quality Act, the Planning Commission adopted an initial study and negative declaration at that time.

Rezone

The Planning Commission also forwards a recommendation for approval of the required rezone. The project is proposed to be developed on four adjoining properties. Three of the four properties are currently within the C1 (Light Commercial) Zone District. The northernmost parcel is currently located in the R3 (High Density Residential) Zone District. In order to develop the approved used automotive sales business on the project site, a rezone to the C1 (Light Commercial) Zone District must be completed. Please see the graphic to the right.



General Plan Conformance

All four of the project parcels are within the C (Commercial) General Plan land use designation. The C (Commercial) General Plan land use designation is intended for "a broad range of commercial uses," including automotive sales activities. The R3 (High Density Residential) Zone District is not consistent with the C (Commercial) General Plan land use designation. Approval of the proposed rezone to the C1 (Light Commercial) Zone District would provide the required consistency between zoning and the General Plan.

Site design is in conformance with the goals and policies of the General Plan. The proposed project provides a contemporary architectural style which cumulatively provides compliance with the standard that "all new development shall adhere to the basic principles of high-quality urban design, architecture and landscape architecture."

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The second of the four core vision statements in the Vision Plan is "Good Jobs and Economic Opportunity". Approval of the rezone "supports diverse commercial and business opportunities [within a] vigorous economy [that] provides jobs and economic opportunity for all."

FISCAL IMPACT:

None.

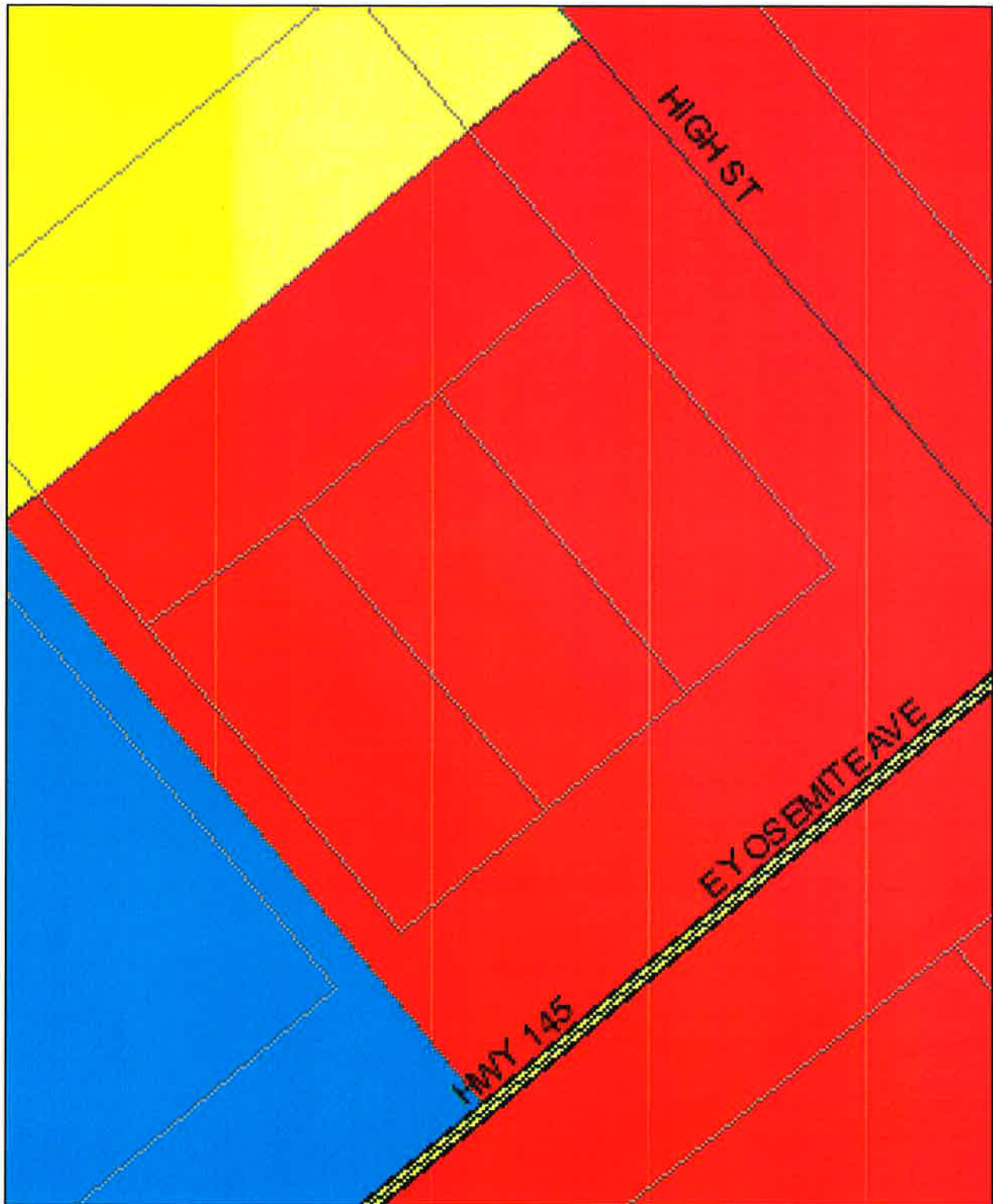
REFERENCE MATERIALS:

Aerial Map
General Plan Map
Zoning Map
Site Plan
Planning Commission Resolution No. 1825
Exhibit A - Zoning Map
Ordinance
Exhibit A - Zoning Map

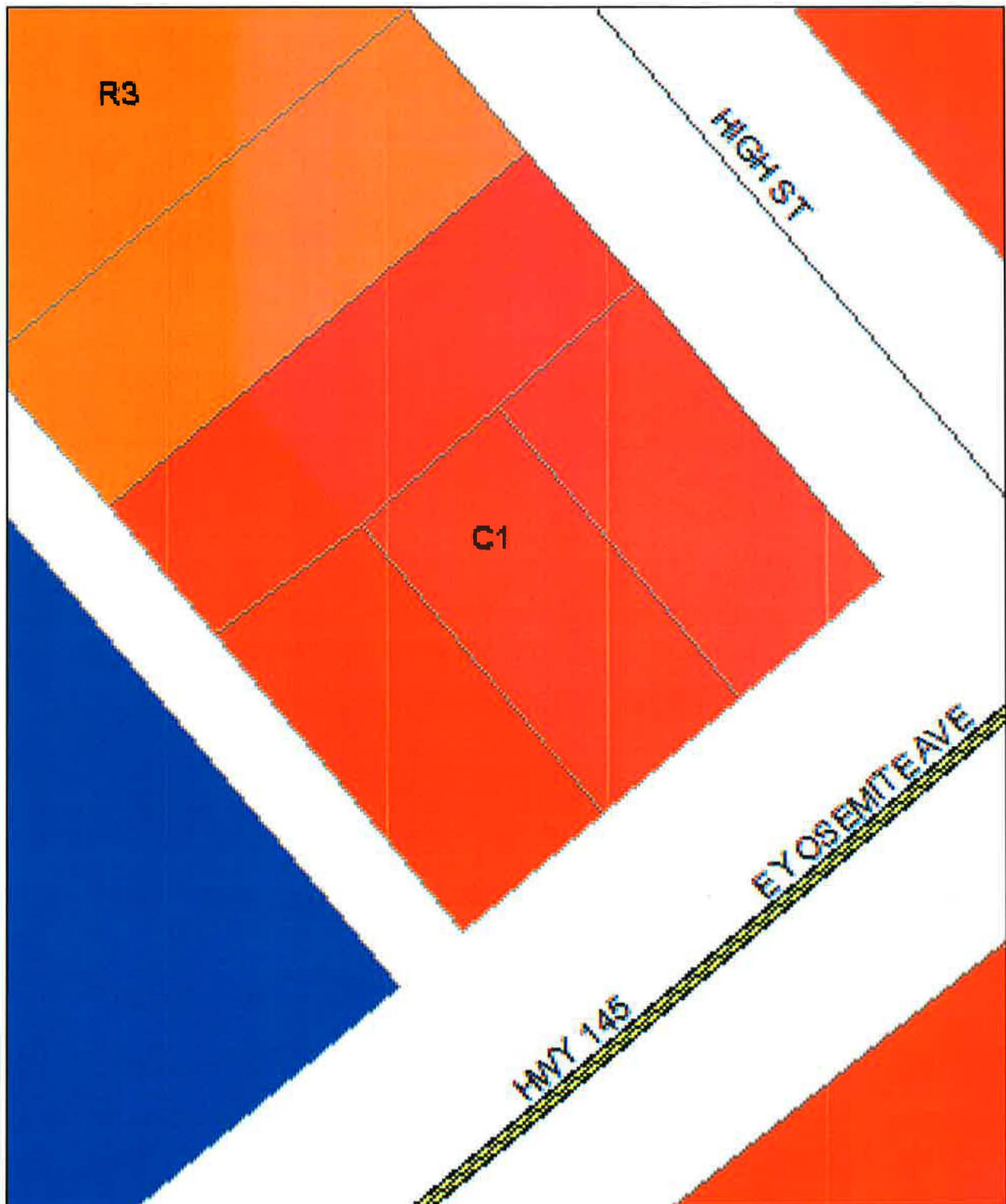
Aerial Photo



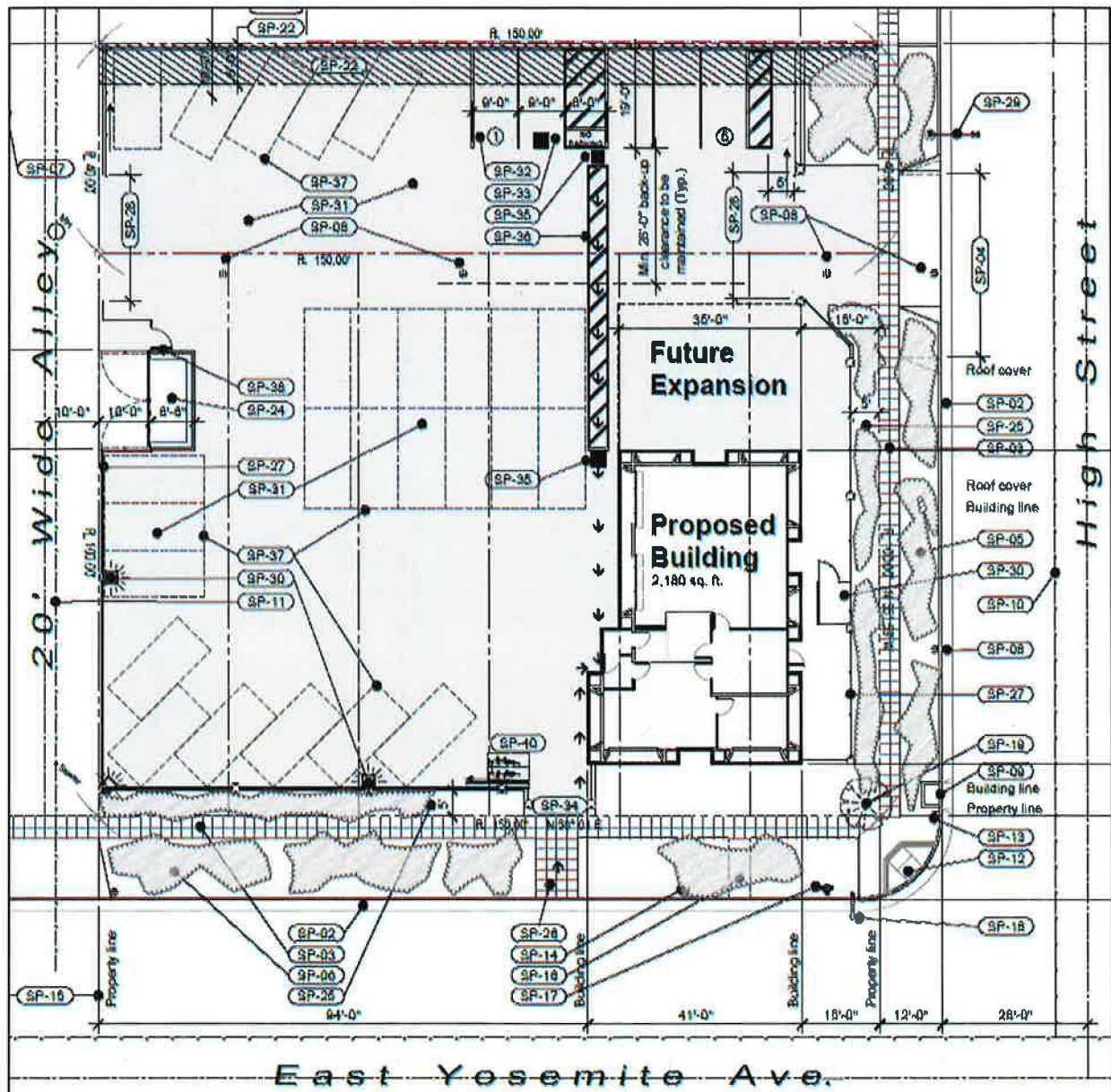
General Plan Map



Zoning Map



Site Plan



South elevation - Viewed from E. Yosemite Ave.

RESOLUTION NO. 1825

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MADERA RECOMMENDING TO THE CITY COUNCIL OF THE CITY OF MADERA ADOPTION OF AN ORDINANCE REZONING APPROXIMATELY 0.14 ACRES OF PROPERTY LOCATED ON THE WEST SIDE OF HIGH STREET (APN: 007-123-003), APPROXIMATELY 125 FEET NORTH OF THE INTERSECTION OF EAST YOSEMITE AVENUE AND HIGH STREET, FROM THE R3 (HIGH DENSITY RESIDENTIAL) ZONE DISTRICT TO THE C1 (LIGHT COMMERCIAL) ZONE DISTRICT.

WHEREAS, State Law requires that local agencies adopt General Plans containing specific mandatory elements; and

WHEREAS, The City of Madera has adopted a Comprehensive General Plan Update and Environmental Impact Report, and the City of Madera is currently in compliance with State mandates relative to Elements of the General Plan; and

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

WHEREAS, a proposal has been made to rezone approximately 0.14 acres of property located on the west side of High Street (APN: 007-123-003), approximately 125 feet north of the intersection of East Yosemite Avenue and High Street, resulting in a change from the R3 (High Density Residential) Zone District to the C1 (Light Commercial) Zone District, as shown in the attached Exhibit A; and

WHEREAS, the proposed rezone will provide the required consistency between the General Plan and Zoning Ordinance; and

WHEREAS, the rezone is compatible with the neighborhood and is not expected to be detrimental to the health, safety, peace, comfort or general welfare of the neighborhood or the City; and

WHEREAS, the City of Madera, acting as the Lead Agency, prepared an initial study and negative declaration for the project in compliance with the California Environmental Quality Act; and

WHEREAS, the negative declaration and rezoning were distributed for public review and comment to various local agencies and groups, and public notice of this public hearing was given by mailed and published notice, in accordance with the applicable State and Municipal Codes and standard practices; and

WHEREAS, the Planning Commission has completed its review of the Staff Report and documents submitted for the proposed project, evaluated the information contained in the negative declaration, and considered testimony received as a part of the public hearing process.

WHEREAS, Based upon the testimony and information presented at the hearing, including the initial study and negative declaration and all evidence in the whole record pertaining to this matter, the Commission found that the negative declaration has been prepared pursuant to the California Environmental Quality Act, that there is no substantial evidence that the project will have a significant effect on the environment, and that the document reflects the independent judgment of the City of Madera, and was adopted in accordance with the California Environmental Quality Act.

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 Planning Commission hereby finds that proposed rezoning, as shown in Exhibit A, is consistent with the General Plan and is compatible with adjacent zoning and uses.
3. The Planning Commission hereby recommends the City Council adopt an ordinance rezoning property as indicated on the attached Exhibit A.
4. This resolution is effective immediately.

* * * * *

Passed and adopted by the Planning Commission of the City of Madera this 13th day of

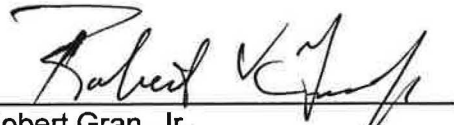
Passed and adopted by the Planning Commission of the City of Madera this 13th day of March, 2018, by the following vote:

AYES: Robert Gran Jr., Israel Cortes, Bruce Norton, Kenneth Hutchings, Pamela Tyler, Jim DaSilva, Richard Broadhead

NOES: None

ABSTENTIONS: None

ABSENT: None


Robert Gran, Jr.
Planning Commission Chairperson

Attest:


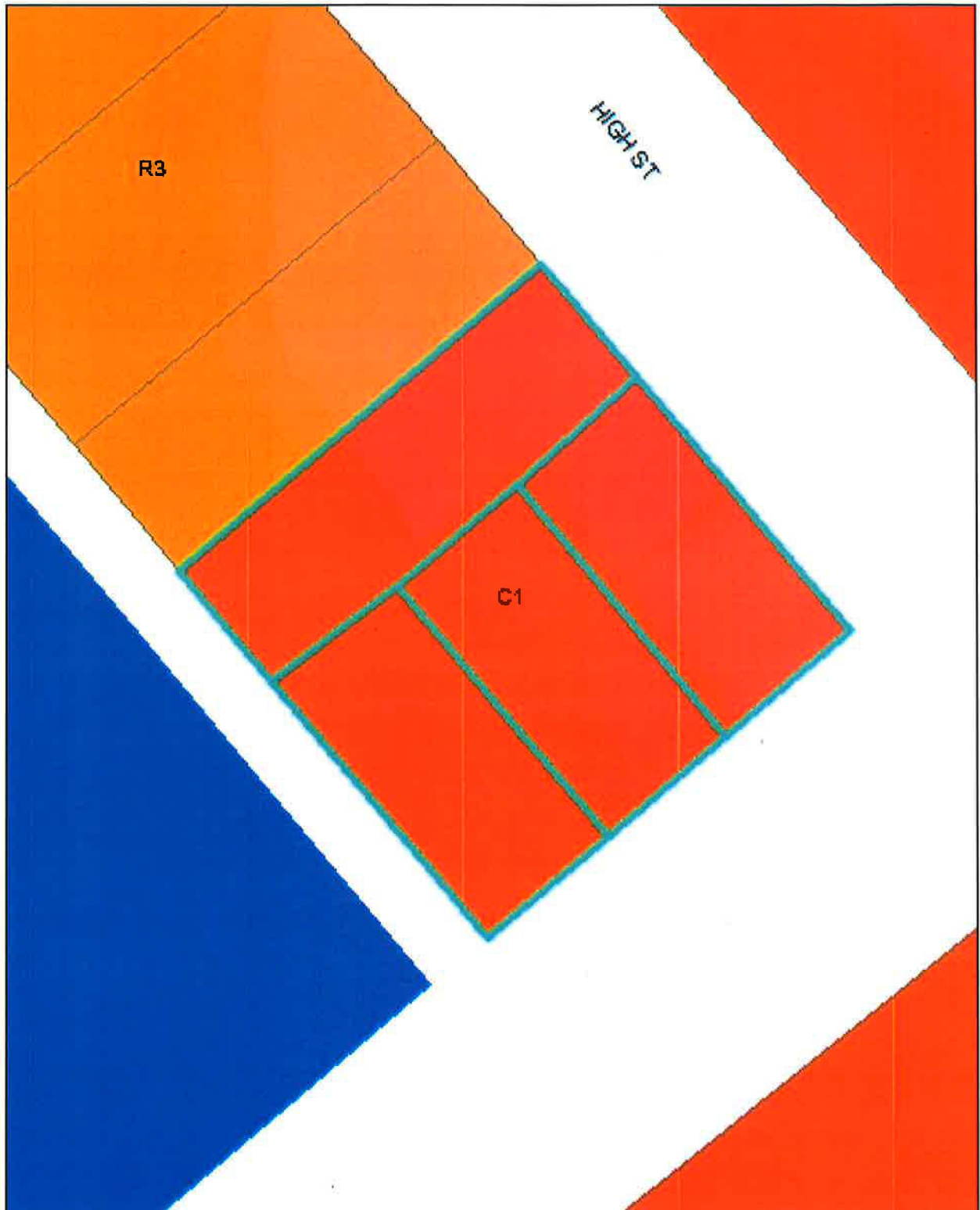

Christopher F. Boyle
Planning Manager

EXHIBIT 'A'



ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING THE OFFICIAL CITY OF MADERA ZONING MAP TO REZONE APPROXIMATELY 0.14 ACRES OF PROPERTY LOCATED ON THE WEST SIDE OF HIGH STREET (APN: 007-123-003), APPROXIMATELY 125 FEET NORTH OF THE INTERSECTION OF EAST YOSEMITE AVENUE AND HIGH STREET, FROM THE R3 (HIGH DENSITY RESIDENTIAL) ZONE DISTRICT TO THE C1 (LIGHT COMMERCIAL) ZONE DISTRICT.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MADERA AS FOLLOWS:

SECTION 1. The Planning Commission of the City of Madera and this Council have held public hearings upon the rezoning of this property and have determined that the proposed rezoning is consistent with the General Plan as amended and subsequent development will be in conformance with all standards and regulations of the Municipal Code.

SECTION 2. The City of Madera Zoning Map as provided for in Chapter 3 of Title 10 of the Madera Municipal Code is hereby amended as illustrated in the hereto attached Exhibit "A" which indicates the segment of the City of Madera Zoning Map to be amended. Unless the adoption of this amendment to the Zoning Map is lawfully stayed, thirty-one (31) days after adoption of this amendment, the Planning Director and City Clerk shall cause these revisions to be made to the City of Madera Zoning Map which shall also indicate the date of adoption of this revision and be signed by the Planning Director and City Clerk.

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

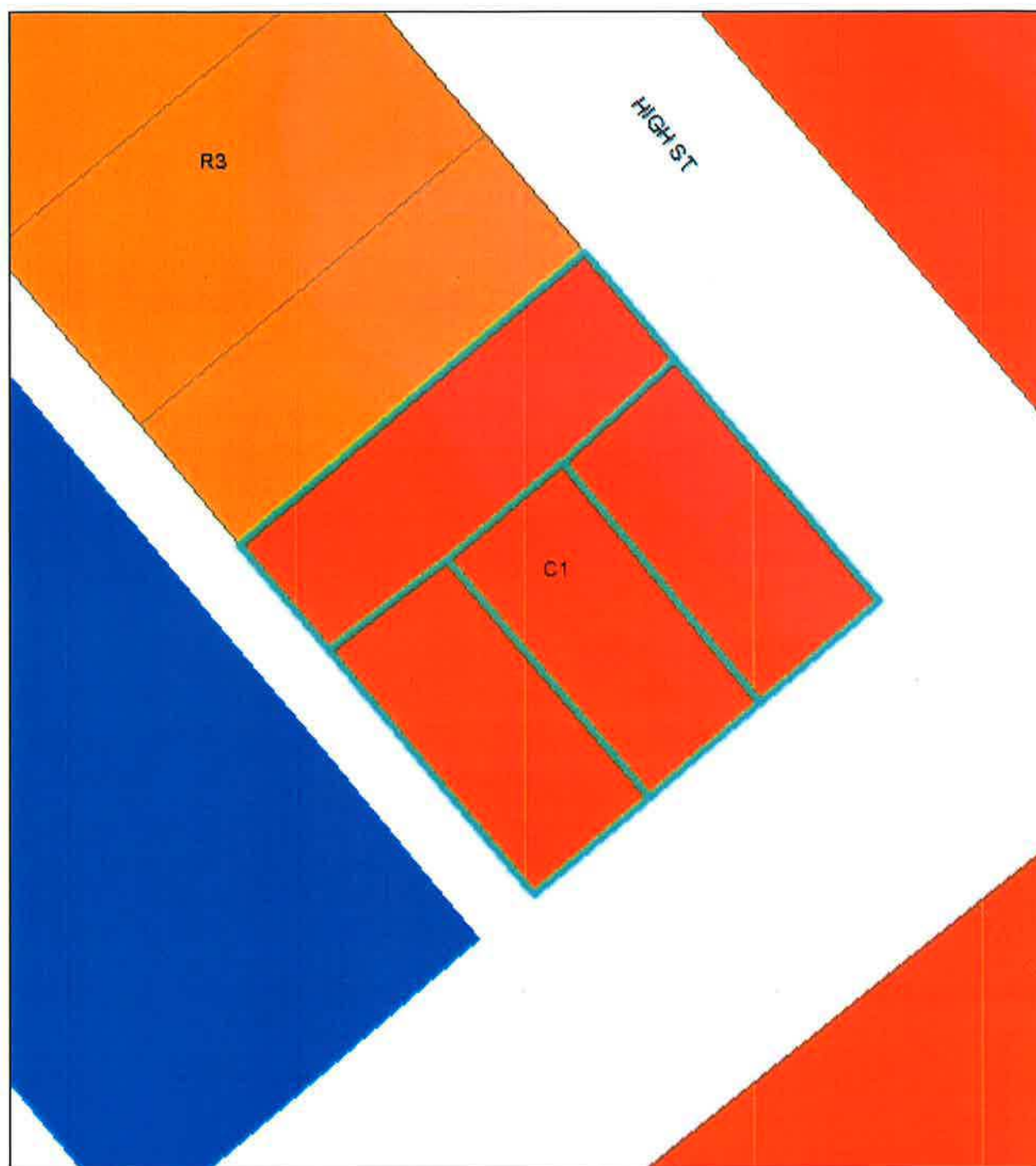
FINDINGS:

1. THE PROPOSED REZONE WILL PROVIDE THE REQUIRED CONSISTENCY BETWEEN THE GENERAL PLAN AMENDMENT AND ZONING.
2. THE REZONE IS NOT EXPECTED TO BE DETRIMENTAL TO THE HEALTH, SAFETY, PEACE, COMFORT OR GENERAL WELFARE OF THE NEIGHBORHOOD OR THE CITY.
3. CITY SERVICES AND UTILITIES ARE AVAILABLE OR CAN BE EXTENDED TO SERVE THE AREA.

SECTION 4. This Ordinance shall be effective and of full force and effect at 12:01 a.m. on the thirty-first day after its passage.

* * * * *

EXHIBIT A

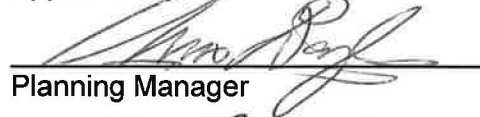


REPORT TO THE CITY COUNCIL

COUNCIL MEETING OF:
April 4, 2018

AGENDA ITEM NUMBER:
C-2

Approved By:


Planning Manager


City Administrator

SUBJECT:

Consideration of:

A.) A resolution approving an agreement with LSA Associates, Inc. for preparation of the Village D Specific Plan Environmental Impact Report and authorizing the Mayor to execute the agreement;

And

B.) A resolution approving an agreement with Fagundes, Fagundes, Fagundes for the funding of an Environmental Impact Report for the Village D Specific Plan and authorizing the Mayor to execute the agreement.

RECOMMENDATION:

It is recommended that the City Council adopt the resolutions approving and authorizing the mayor to sign agreements with LSA Associates, Inc. for preparation of an environmental impact report, and with Fagundes, Fagundes, Fagundes for the funding of the environmental impact report (EIR).

SUMMARY:

The City is in need of professional environmental planning services in the preparation of an environmental impact report that would facilitate the development of approximately 1,270 acres within Village D, a 2,763 acre General Plan Village Reserve generally located west and south of the airport and golf course immediately abutting to the current city limits. With the completion of a competitive selection process, the firm of LSA Associates, Inc. was selected to complete the preparation of the required EIR.

Represented by Mr. Norman Allinder, Fagundes, Fagundes, Fagundes is the applicant for development of the proposed development of Village D, to include approximately 5200 residential dwelling units, supporting retail/commercial village centers, and extensive open space amenities consistent with the goals and policies of the General Plan.

To initiate the development process, applications for Rezoning, General Plan Amendment, and Specific Plan were submitted on November 29, 2017. A Public Facilities Financing Plan is also under way consistent with the General Plan. With the update of the City's sphere of influence by the Local Agency Formation Commission (LAFCO) as part of an ongoing Municipal Services Review, an application for annexation will be submitted to LAFCO.

With execution of the agreements herein, LSA Associates, Inc. will be tasked with preparation of an Environmental Impact Report in support of the overall project, and the cost for preparing the environmental impact report (\$336,452) will be born by the applicant. The ten percent (10%) administrative fee assessed by the City to cover the cost incurred by the City in support of the EIR process is also covered by the applicant.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

The recommended agreement is a required part of the review and approval process for a development project. As such, the approval of the agreement is consistent with the City's vision statement for "a well-planned city" and "good jobs and economic opportunity."

FISCAL IMPACT:

Since the cost for preparing the environmental impact report is born by the applicant, there is no fiscal impact to the City in engaging the consultant for the preparation of the EIR.

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, APPROVING AN AGREEMENT WITH LSA ASSOCIATES, INC. FOR ENVIRONMENTAL PLANNING SERVICES RELATING TO THE VILLAGE D SPECIFIC PLAN PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY

WHEREAS, The City is processing applications for a development project commonly referred to as the Love's Travel Center (the "Project"); and

WHEREAS, the City is in need of environmental planning services in connection with its efforts to prepare an environmental impact report for the Project; and

WHEREAS, LSA Associates, Inc. is a firm that is qualified to provide professional environmental planning services (the "Services"); and

WHEREAS, City has prepared an Agreement for services with LSA Associates, Inc. ("Agreement") and such Agreement is on file in the office of the City Clerk and referred to for full particulars.

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

1. The recitals listed above are true and correct.
2. The Agreement with LSA Associates, Inc. for environmental planning services related to the Village D Specific Plan, a copy of which is on file in the office of the City Clerk and referred to for particulars, is hereby approved.
3. The Mayor is authorized to execute the Agreement on behalf of the City.
4. This resolution is effective immediately upon adoption.

* * * * *

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, APPROVING AN AGREEMENT WITH FAGUNDES, FAGUNDES, FAGUNDES FOR FUNDING FOR THE PREPARATION OF AN ENVIRONMENTAL IMPACT REPORT RELATING TO THE VILLAGE D SPECIFIC PLAN PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY

WHEREAS, The City is processing applications from Fagundes, Fagundes, Fagundes for a development project commonly referred to as the Village D Specific Plan (the "Project"); and

WHEREAS, the City is in need of environmental planning services in connection with its efforts to prepare an environmental impact report for the Project; and

WHEREAS, LSA Associates, Inc. is a firm that is qualified to provide professional environmental planning services (the "Services"); and

WHEREAS, City has prepared an agreement with LSA Associates, Inc. for the Services and such agreement is on file in the office of the City Clerk and referred to for full particulars.

WHEREAS, the applicant, Fagundes, Fagundes, Fagundes, is responsible for the costs incurred by the City in preparing and processing the environmental impact report for the project.

WHEREAS, City has prepared an agreement with Fagundes, Fagundes, Fagundes for funding the Services needed in preparation of the environmental impact report (the "Agreement") and such Agreement is on file in the office of the City Clerk and referred to for full particulars.

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

1. The recitals listed above are true and correct.
2. The Agreement with Fagundes, Fagundes, Fagundes for funding of the preparation of an EIR, a copy of which is on file in the office of the City Clerk and referred to for particulars, is hereby approved.
3. The Mayor is authorized to execute the Agreement on behalf of the City.
4. This resolution is effective immediately upon adoption.

* * * * *

**AGREEMENT FOR ENVIRONMENTAL PLANNING SERVICES
TO THE CITY OF MADERA IN PREPARATION OF AN
ENVIRONMENTAL IMPACT REPORT FOR THE
VILLAGE D SPECIFIC PLAN**

This Agreement made and entered into this ____ day of _____, 2018, between the City of Madera, hereinafter called "City," and the consulting firm of LSA Associates, Inc., hereinafter called "Consultant."

RECITALS

A. In an effort to process applications for development of approximately 1270 acres of land located north of the Fresno River, south of Avenue 17, and immediately west of and abutting to the current City limits of Madera, California, the City has requested a proposal for environmental planning services in connection with the proposed development referred to as the Village D Specific Plan ("the Project").

B. City requires environmental planning services of qualified professional planners in connection with preparation of an environmental impact report for the Project.

C. City has determined that Consultant is a firm having the necessary experience and qualifications to provide the desired environmental planning services to assist the City in the Project.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Consultant agree as follows:

1.0 Services. The City hereby employs Consultant to perform the environmental planning 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. Said services to be performed pursuant to this Agreement are more particularly described in Section 2.0.

2.0 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, furnish and supply to the City the environmental planning services for the Project (the "Services") further described in the Scope of Work, attached hereto as "Exhibit A" and incorporated herein as though fully set forth.

2.1 Progress Reports. Consultant shall communicate and meet with City staff at Project progress meetings at intervals mutually agreed to between City and Consultant to verify, refine and complete Project requirements and review the progress of the Project. Consultant shall coordinate Project with City staff and prepare the necessary maps, documents and reports needed to proceed through completion of the Project. Consultant shall meet with City staff at the request of the City.

2.2 Use of Project Plans. All plans and specifications prepared by the Consultant, whether written or oral, and all opinions rendered by Consultant are for the sole use of City. They shall not be provided to any other person or entity without the express written consent and authorization of City.

2.3 Confidentiality. Documents, plans, disclosures and other information of any nature and description which City supplies to or makes available to Consultant or which Consultant discovers or develops in performance of the services under this Agreement shall be deemed confidential. Consultant shall not disclose same without City's written authorization, except to the extent that information is in the public domain or is required by law or under Consultant's professional obligations to be disclosed.

3.0 Consultant's Fees and Compensation / Amount / How and When Payable.

3.1 Fees - For all the work and services, including supplies and equipment, pertaining to the Project and required to be furnished by the Consultant to the City, CITY agrees to pay Consultant in accordance with the Line Item Budget as set forth in Exhibit 'A', attached hereto and incorporated herein by reference. The total fee for these services shall not exceed Three Hundred Thirty-Six Thousand Four Hundred and Fifty-Two Dollars (\$336,452.00).

3.2 Monthly Progress Billings - Consultant shall furnish City with itemized monthly progress billings for all services rendered and supplies furnished pursuant to Paragraph 2.0 hereof pertaining to services. Such payments shall be due and payable by City to Consultant within thirty (30) days after presentation of approved invoices to City.

4.0 Audits and Inspections Access. Consultant 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. Consultant shall permit City to audit and inspect all invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to matters pertaining to this Agreement.

5.0 Time of Completion. City and Consultant agree that time is of the essence in each and every term of this Agreement, and the Project will be completed in conformance with the schedule outlined in the scope of work "Exhibit A". Consultant shall not be responsible for any delay caused or created by failure on the part of the City or Project proponent to conform to those elements of the schedule for which those parties are responsible, or for providing timely responses to requests for information which may be generated by Consultant from time to time. Consultant shall, in conjunction with the progress reports specified in Section 2.1 of this agreement, provide updates as to the project's conformance with the schedule outlined in Exhibit A, and shall identify any items which require action on the part of the City or Project proponent to maintain the schedule. Any change or update in the schedule shall be made in writing and agreed to by the City.

6.0 Compliance with Laws. Consultant shall comply with all federal, state and local laws, ordinances, regulations and provisions applicable in the performance of Consultant's services hereunder. 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.

7.0 Ownership of Documents.

7.1. Upon Termination - If the Agreement is terminated at any time during the employment of Consultant, all source documents, and all products and deliverables, regardless of their state of completion, shall be submitted to, and will become the sole property of City. The Consultant shall not be liable for any claims, damages, losses, and expense (including reasonable attorney's fees) arising out of or resulting from reuse or modification of said documents by City.

7.2. Upon Completion - All documents, including calculations, required in performing services under this Agreement shall be submitted to, and remain the sole property of City. The Consultant shall not be liable for any claims, damages, losses, and expense (including reasonable attorney's fees) arising out of or resulting from reuse or modification of said documents by City.

8.0 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.

8.1. Minimum Scope and Limits of Insurance. Consultant shall maintain limits no less than:

A. **\$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.

B. **\$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.

C. **Worker's Compensation** as required by the State of California.

D. **\$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.

E. **\$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.

8.2 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.

8.3 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.

8.4 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.

8.5 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.

8.6 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.

8.7 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.

8.8 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.

8.9 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.

8.10 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.

8.11 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.

9.0 Independent Consultant. In performance of the work, duties, and obligations assumed by Consultant under this Agreement, it is mutually understood and agreed that Consultant, including any and all of Consultant's officers, agents and employees will, at all times, be acting and performing as an independent Consultant, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of City. Furthermore, City shall have no right to control

or supervise or direct the manner or method by which Consultant shall perform its work and functions. However, City shall retain the right to administer this Agreement so as to verify that Consultant is performing its obligations in accordance with the terms and conditions hereof. Consultant 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 Consultant, Consultant shall have absolutely no right to employment rights and benefits available to City employees. Consultant shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. In addition, Consultant shall be solely responsible and hold City harmless from all matters relating to payment of Consultant'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, Consultant may be providing services to others unrelated to City or to this Agreement.

10.0 Hold Harmless. Consultant shall hold harmless City, its Council, officers, volunteers, and employees, and shall indemnify and defend such Council, officers, volunteers, and employees from any and all costs, expenses (including reasonable attorney's fees and court costs), damages, claims, causes of action, losses or any other liabilities arising out of the negligent or wrongful acts, errors or omissions of Consultant, its officers, subcontractors, agents, employees or Consultants in performing or failing to perform any work, services, or functions under this Agreement, except for those arising from the sole negligence or intentional acts of the City.

11.0 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 shall 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 California or as appropriate in the U.S. District Court for the Eastern District of California, located in Fresno County.

12.0 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.

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

14.0 Termination. This Agreement may be terminated by mutual agreement or it may be terminated by the City upon giving fifteen (15) days written notice of intent to terminate the contract. If, in the opinion of the Consultant, any requirement of the City under terms of this Agreement is unsound from a planning standpoint, Consultant may terminate this Agreement upon fifteen (15) days written notice to the City.

Notice of termination shall be mailed to the City:

Chris Boyle
Planning Manager
205 W. Fourth Street
Madera, CA 93637

To the Consultant:

Ashley Davis
LSA Associates, Inc.

~~7086 North Maple Avenue, Suite 104
Fresno, CA 93720~~

20 Executive Park, STE 200
Irvine, CA 92614

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.

15.0 Assignment. Neither the City nor Consultant will assign its interest in this Agreement without the written consent of the other.

16.0 Notices. All notices and communications from the City shall be to Consultant's designated Project Manager or Principal-In-Charge. Oral communications shall be confirmed in writing. All written notices shall be provided and addressed as indicated in Paragraph 14.0 hereof.

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

a waiver of any other term, condition or covenant.

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

19.0 Sole Agreement. This instrument constitutes the sole and only Agreement between Consultant and City respecting the Project and correctly sets forth the obligations of Consultant and City to each other as of its date.

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

LSA Associates, Inc.

By: _____

By:  _____

Andrew Medellin, Mayor

Name: Rob McCann

Title: CEO

APPROVED AS TO FORM:

ATTEST:

By: _____

Brent Richardson, City Attorney

By: _____

Sonia Alvarez, City Clerk

4.0 SCOPE OF WORK AND APPROACH

4.1 APPROACH

Based on our review of the City's Request for Proposals, review of the project materials LSA believes that a comprehensive EIR is the appropriate environmental document to satisfy the requirements of CEQA. Our proposed work program, which includes preparation of all technical materials that the LSA team anticipates would be appropriate to provide for an adequate and legally-defensible environmental review effort, is detailed below in Section 4.2.

The overarching goal in preparing the EIR is for LSA to function as an extension of City staff, and provide a legally-defensible and well-written document that is easy to understand not only for the public, but for City decision-makers, and City staff. Our proximity to the City's office also allows LSA staff to easily attend meetings and be generally available to attend in-person meetings.

To that end, LSA has developed an approach and work program designed to result in a comprehensive, legally-robust EIR that meets City requirements. The EIR and environmental review process, in general, will provide a comprehensive evaluation of the proposed project, including on- and off-site improvements and requested approvals. Our scope of work is designed to achieve the following key objectives:

- Collaborate with the City and the applicant team, to define the project for CEQA purposes and craft a detailed project description that accurately reflects all elements of the proposed project including anticipated uses and requested project approvals.
- Prepare an EIR that responds to and meets the specific requirements and interests of the diverse group of government agencies and organizations that are expected to review the EIR and may be responsible for specific project approvals (e.g., Madera County Local Agency Formation Commission). Our scope of work focuses on the greenfield development issues that will require thoughtful evaluation in the EIR (e.g., conversion of agricultural/grazing uses, effects on biological resources, traffic and circulation, and expansion of the City's boundaries) and related policy concerns.
- Utilize LSA's experience preparing environmental documents for large, complex projects at the suburban-rural interface to customize the environmental review effort to address the unique use characteristics of the project.
- Provide a rigorous, project-level analysis of the environmental effects of the proposed development to minimize subsequent environmental review.
- Create an EIR that is accessible and relevant through thoughtful and concise writing and use of data-rich graphics.

The Setting, Impacts, and Mitigation Measures chapter of the EIR will include the following topical sections: Aesthetics; Agriculture; Air Quality; Biological Resources; Cultural Resources; Geology and Soils; Greenhouse Gas Emissions; Hazards and Hazardous Materials; Hydrology and Water Quality;

Land Use and Planning; Noise; Population and Housing; Public Services and Recreation; Transportation and Traffic; Tribal Cultural Resources; Utilities and Service Systems; and Energy Conservation. Forestry and mineral resources, which are not anticipated to be affected by the project, will be discussed in the CEQA-Required Assessment Conclusions Chapter of the EIR. It is anticipated that up to three alternatives will be evaluated in the EIR. LSA also understands that given the project's potential to alter the landscape of the City, it will be the subject of intense public interest.

4.2 SCOPE OF WORK

The scope of work for preparation of the EIR is detailed below. An outline of the work program is presented in Table 1, and the proposed schedule is presented Section 5.0.

Task 1: Kick-Off Meeting and Project Initiation

Following the notice to proceed, LSA will initiate the following subtasks to start the EIR process as soon as possible.

a. Kick-Off Meeting

LSA will meet with City staff to discuss expectations regarding the tasks to be undertaken as part of the environmental documentation effort for the project. In this meeting, LSA will want to:

- Confirm the proposed scope of work and expectations for use of any previously prepared technical materials or other background materials that may be available for the site;
- Discuss the significance criteria for each topic to be addressed in the EIR.
- Gather relevant information and data if there is information we have not yet received;
- Discuss the City's desired approach to involving the various City departments, the County, LAFCO, and the applicant team during preparation of the EIR and review of the administrative and screencheck drafts; and
- Discuss the City's desired schedule for the review process.

Table 1: Work Program Outline

Task 1. Kick-off Meeting and Project Initiation
a. Kick-Off Meeting
b. Site Visit
c. Project Description
d. Work Program Refinement
Task 2. Notice of Preparation
Task 3. Caltrans Consultation
Task 4. Scoping Meeting
Task 5. Administrative Draft EIR
a. Aesthetics
b. Agriculture Resources
c. Air Quality
d. Biological Resources
e. Cultural Resources and Tribal Cultural Resources
f. Geology and Soils
g. Greenhouse Gas Emissions
h. Hazards and Hazardous Materials
i. Hydrology and Water Quality
j. Land Use and Planning
k. Noise
l. Population and Housing
m. Public Services and Recreation
n. Transportation and Traffic
o. Utilities and Service Systems
p. Energy Conservation
q. Alternatives Analysis
r. CEQA-Required Assessment Conclusions
s. Other Chapters
Task 6. Draft EIR
Task 7. Administrative Final EIR
Task 8. Final EIR
Task 9. Meeting Attendance
Task 10. Mitigation Monitoring and Reporting Program
Task 11. CEQA Notices
Task 12. Findings
Task 13. Project Management

b. Site Visit

As one of the initial steps in this scope of work, Ashley Davis, Kyle Simpson, and Cara Carlucci will visit and photograph the project area and its surroundings to familiarize ourselves with the area, document existing conditions and site features, and confirm information provided by the City and applicant team. We will encourage attendance by City staff and the project applicant at our initial site visit to allow for sharing of observations.

c. Project Description

LSA will prepare a project description that details the purpose, phasing and physical elements of the proposed project. The project description will include a map showing the location and boundaries of the project area and a general description of the project's technical and environmental characteristics. LSA will work closely with the City and the project applicant to ensure that the project description provides a level of detail appropriate for the EIR. As a part of the project description, LSA will work with the applicant and the City to prepare a list of project objectives consistent with the City's goals for the project.

The project description will also include a statement briefly describing the intended uses of the EIR, including a list of agencies expected to use the EIR, a list of permits and other approvals required to implement the project and a list of related environmental review and consultation steps required by federal, State or local laws, regulations and policies. LSA will submit a draft of the project description to the City for review and acceptance before the LSA team begins conducting any impact analyses.

d. Work Program Refinement

It may be necessary to refine the work program in accordance with information compiled in the above subtasks, as well in response to comments received on the Notice of Preparation, completed under Task 2. Upon receipt and review of all of the comments on the NOP and taking into consideration comments heard at the scoping meeting, LSA will work with City staff to refine the scope of work and budget, if necessary, to address any environmental issues that are not yet adequately addressed in this work program.

Task 2: Notice of Preparation

LSA will prepare a NOP in accordance with the requirements of CEQA. Following the 30-day comment period on the NOP, LSA will review all comments, recommend any needed changes to the proposed scope of work, and ensure that all submitted concerns are adequately covered by the EIR. LSA will prepare and distribute 35 copies of the NOP, including at least 10 hard copies.

Task 3: Caltrans Consultation

During preparation of the detailed scope of work, LSA will coordinate with Caltrans. LSA will confirm methodology and significance thresholds for the ramp intersection analysis. LSA will also request signal timing plans for the ramp intersections to facilitate the HCM methodology analysis of these intersections. LSA anticipates that Caltrans will request that a vehicle miles traveled (VMT) analysis be included in the traffic analysis even though VMT will not be the sole measure of project impacts.

LSA has been a part of the SB 743 conversation since the bill was circulated in 2013. LSA staff has met with Christopher Calfee, OPR Chief Counsel (and now Deputy Secretary and General Counsel at the California Natural Resources Agency), in his office on numerous occasions in Sacramento. LSA staff has made SB 743 presentations to the Urban Land Institute (ULI), the American Planning Association, the Association of Environmental Planners, numerous attorneys and planning firms, and agencies up and down the entire State of California. LSA has monitored and been directly involved in each phase of the rule-making process with key OPR staff. In other areas of the State, Caltrans has been requesting analyses consistent with the aims of SR 743 even before final rulemaking is complete. Therefore, LSA coordination with Caltrans will include confirmation of methodology and thresholds related to a VMT analysis of Village D.

The traffic analysis will include a separate, special analysis section presenting VMT methodology, thresholds, analysis, and conclusions regarding project impacts. This section will not attempt to establish future standards but will be included primarily as an informational item. The analysis is envisioned to be a comparison of Village D per capita VMT model output to the regional average.

Task 4: Scoping Meeting

Ashley Davis and Kyle Simpson will participate in a public EIR scoping meeting. LSA will develop materials for these meetings, including hand-outs which may include an overview of the objectives of CEQA, the EIR process and schedule, and the topics to be addressed in the EIR. It is assumed that LSA will make a short presentation at the scoping meeting that outlines the project's environmental review requirements and process.

Task 5: Administrative Draft EIR

The Administrative Draft EIR (ADEIR) will cover the environmental topics described below. The setting section for each topic will describe the current conditions of the site. Each impact analysis will evaluate the potential environmental effects resulting from implementation of the Specific Plan. Where relevant, impacts will be separately identified in terms of whether they would occur during the construction or operation periods. A set of feasible mitigation measures (as well as the residual impacts or effects of each measure) will be identified. In some cases, program-level analyses would be appropriate to assess potential impacts resulting from specific development activity not specifically identified in the Specific Plan. These program-level analyses would address buildout of the Specific Plan and would identify perspective mitigation measures to reduce impacts, where applicable. If applicable, these mitigation measures could also be incorporated into the Specific Plan as implementation measures to reduce potential impacts.

Each topical section will also include a discussion of cumulative impacts. The analysis of cumulative effects will address the potential impacts associated with the project in conjunction with other projects that are under-construction, approved, or reasonably foreseeable. The preferred methodology for conducting the cumulative impacts analysis will be developed and agreed upon during the early stages of the EIR preparation.

The proposed list of environmental topics set forth below is based on the desire of the City to complete a comprehensive environmental analysis. Upon completion of Task 1.a, Kick-Off Meeting, it may be determined that some of the environmental topics could be focused out or that they may

necessitate analysis of a greater depth than originally proposed. If this is the case, LSA will work with City staff to refine the proposed work program, as appropriate (see Task 1.d above). Issues found not to be significant as part of Task 1 will be documented in the EIR, and will not be addressed in the Setting, Impacts and Mitigation Measures Chapter.

One digital version (in both Microsoft Word [Word] and Adobe Portable Document Format [PDF]) of the Administrative Draft EIR will be submitted to the City for review and comment, as well as five hard copies. LSA can meet with staff, either in person or via teleconference, to discuss comments on the Administrative Draft.

a. Aesthetics

The project area would be altered by implementation of the project through on-site vegetation removal, extensive grading, and the introduction of new buildings, parking areas, roadways and other improvements associated with development of the villages. The new development would be visible from numerous off-site locations.

LSA will describe the area's existing visual character using photographs and narrative, and will include views from and to the site, noting the site's visibility as seen from key public vantage points located within the vicinity. The visual attributes and patterns of the project site and its surroundings will be assessed according to the following descriptive categories: site location and spatial organization, land form, vegetation, land uses, cultural features, and specific objects having aesthetic significance.

Effects of the proposed development on the existing visual character of the site and its surroundings will be described and analyzed. LSA will address the project's potential visibility and visual contrast and compatibility as seen from key public view corridors and sensitive viewing locations. Cumulative visual effects will also be evaluated. The impact analysis will use available architectural and elevation drawings provided by the applicant to illustrate and support the discussion of project effects on existing views and view corridors, and to assist in substantiating any findings of significant impact.

b. Agriculture Resources

The project site is zoned for agricultural uses and public open space. The project would require annexation to the City of Madera. As a part of the EIR analysis, LSA will prepare a Farmland Impact Analysis Report that will evaluate the potential impacts (i.e., farmland conversion to a nonagricultural use) to Important Farmland and conflicts with existing zoning for agricultural use. The analysis of potential impacts to farmland, land zoned for agricultural use will also include evaluation of potential impacts from temporary construction areas.

The Farmland Impact Analysis Report will be prepared in accordance with CEQA Guidelines. Appendix G of the CEQA Guidelines indicates that the conversion of Prime Farmland, Unique Farmland, or Farmland of Statewide Importance to non-agricultural uses could be considered a significant impact. Appendix G also indicates that a project could result in significant impacts to agricultural resources and farmland if the proposed project: 1) conflicts with agricultural zoning; 2) conflicts with a Williamson Act contract (according to information provided in the RFP, none of

the parcels are restricted by Williamson Act contracts); or 3) involves changes in the existing environment, which due to their location or nature, could result in conversion of Farmland to non-agricultural use.

LSA will evaluate potential impacts to farmland using the 1997 California Agricultural Land Evaluation and Site Assessment (LESA) Model prepared by the California Department of Conservation. LSA will use quantitative threshold limits from the LESA model and other qualitative thresholds, as determined applicable by the City, to determine the project impacts and appropriate mitigation measures to address the conversion of Prime Farmland, Unique Farmland, or Farmland of Statewide Importance to non-agricultural use.

During the preparation of the Farmland Impact Analysis Report, LSA will coordinate with the Natural Resource Conservation Service (NRCS) and the Madera County Agricultural Commissioner's Office to determine the affected lands' intrinsic agricultural values, the status of the agricultural preserves within and adjacent to the project area, and any other relevant planning-oriented or resource-based issues that might be of concern to the NRCS or the Agricultural Commissioner's office when considering the conversion of approximately 1,240 acres of farmland for future development.

In addition to the impact analysis, the Farmland Impact Analysis Report will include an overview of the proposed project and a discussion of the regulatory setting and the affected environment, which will provide an overview of the farmland in the study area, and will be used to support the agricultural analysis provided in the Environmental Document for the proposed project.

Please note that this proposed scope has been included based on our understanding of what would be required to prepare a legally-defensible document to address potential impacts related to converting agriculture to non-agriculture uses. Following further discussion with the City under Task 1.d, Work Program Refinement, it may be determined that this level of detail is not required, and LSA would adjust our scope and budget accordingly.

c. Air Quality

Development associated with implementation of the proposed Specific Plan could increase pollutant concentrations in Madera through increase vehicle trips and other activities associated with project operation. Construction activities associated with project development, including demolition, grading, and ground disturbance, could increase concentrations of particulate matter. This increase could contribute to existing air pollution in the San Joaquin Valley Air Basin. Increased air pollution could affect compliance with existing air quality plans and adversely affect the health of nearby sensitive receptors.

Following the San Joaquin Valley Air Pollution Control District's (SJVAPCD) Guidance for Assessing and Mitigating Air Quality Impacts (GAMAQI), LSA will identify existing air quality conditions and potential air quality impacts resulting from the proposed project. Although the proposed project has not yet identified phases, LSA will conduct the analysis based on up to four phases. Evaluating the project based on phases will be beneficial for the project as the need for potential mitigation measures can be identified and implemented by phase potentially resulting in cost savings if off-site fees are required. LSA will complete the analysis by undertaking the following tasks:

- **Describe existing regulatory framework.** The existing regulatory framework for air quality, including existing air quality laws and regulations and the roles of the local agencies, including the California Air Resources Board (ARB), the SJVAPCD, and the Madera area will be described.
- **Obtain and describe air quality monitoring data.** Project setting meteorological and air quality data developed through the ARB and climatological and air quality profile data gathered by the SJVAPCD will be utilized for the description of existing ambient air quality. The most recent published air quality data from air quality monitoring stations in the vicinity of the project site for the past three years will be included to characterize existing air quality. In addition, regulatory documents, professional publications, and past LSA experience in the project area will supplement background information.
- **Assess project construction emissions.** Construction activities associated with the proposed Specific Plan would generate increased particulate emissions associated with grading, soil hauling and other construction activities on project sites. Construction equipment exhaust would also be a source of air pollution. LSA will calculate the regional construction emissions using the California Emissions Estimator Model (CalEEMod) based on up to four phases, as well as full Specific Plan buildout.
- **Assess project operation-period impacts.** The project would generate new vehicular trips within the region. Emissions associated with long-term operations from vehicle trips will be calculated using CalEEMod by project phase.
- **Determine the project's consistency with adopted plans.** LSA will review adopted plans related to clean air and the reduction of greenhouse gas emissions in the State of California and the San Joaquin Valley and determine the project's consistency with these plans.
- **Identify mitigation measures.** LSA will identify practical mitigation measures by phase to address any significant project or cumulative impacts. Mitigation measures designed to reduce the project's short-term construction and long-term air quality impacts will be identified. Mitigation measures established by the SJVAPCD for dust suppression will be identified to reduce construction impacts. Both an evaluation of the potential mitigation measures and a discussion of their effectiveness will be provided.

d. Biological Resources

LSA will evaluate the biological resources present in the project area and determine project effects to those resources. A key objective of the evaluation will be to identify any special-status plant or wildlife species, or sensitive habitats that may be affected by the project. Based on a preliminary review of aerial photographs, the project area appears to be comprised of active orchards and does not support natural communities; therefore, it provides little to no habitat for special status plants or wildlife. Sensitive biological resources potentially occurring in the project area are likely limited to nesting birds.

In order to implement this approach, LSA biologists will conduct the following tasks:

- **Research/Coordination.** LSA will request a list of special-status species from the U.S. Fish and Wildlife Service (USFWS) and will query the California Natural Diversity Data Base (CNDDDB) and California Native Plant Society (CNPS) Online Database. As part of this process, LSA biologists will informally coordinate with the California Department of Fish and Wildlife (CDFW) and/or USFWS, as necessary, regarding the potential presence of special-status species on the project site.
- **General Field Survey.** LSA will conduct a windshield survey of the project site to map plant communities (i.e., confirm the site is comprised of orchards), assess habitat conditions, and evaluate potential impacts to sensitive biological resources. During this visit, LSA will also review and characterize the aquatic features in the project area (i.e., canals, basins).
- **Documentation.** Biological Resources Evaluation (BRE). The results of the field surveys will be documented in a BRE. The BRE will include a discussion of plant communities present on the site, as well as a discussion of common plant and animal species occurring (or expected to occur) on the site based on the communities present. A generalized vegetation map will be prepared showing plant community types as well as the locations of any sensitive biological resources identified. The BRE will document biological resources in the project area and evaluate potential project effects to biological resources. We have included 8 hours to respond to comments generated during City review of the draft BRE.

Following completion of the BRE, LSA will prepare the Biological Resources section of the EIR, and will summarize the setting, identify special-status species potentially onsite or in the vicinity, identify pertinent regulations, analyze impacts to biological resources from project activities, and develop appropriate avoidance and mitigation measures for the impacts.

e. Cultural Resources and Tribal Cultural Resources

LSA will conduct a program-level review of the project area to identify any cultural resources that may be impacted, and to determine the likelihood of encountering any resources that may meet the definition of a historical resource (PRC §21084.1), a unique archaeological resource (PRC §21083.2), or a tribal cultural resource (PRC §21074[a]) under CEQA. LSA will conduct the following tasks:

- **Background Research and Consultation.** LSA will conduct a records search at the Southern San Joaquin Valley Information Center (SSJVIC) to identify previously recorded cultural resources and cultural resources studies within the project area.

A review of local, State, and federal inventories will be conducted to identify any previously recorded cultural resources in the project area. Furthermore, LSA will conduct background research and a map review to identify the historic context of the project area.

LSA will contact the Madera County Historical Society to inquire about any resources that may be in the project area and to address any questions or concerns the society may have about the project.

LSA will contact the Native American Heritage Commission (NAHC) to conduct a review of the Sacred Lands File (SLF), which will identify the presence or absence of any sacred places that may be located within or adjacent to the project area. LSA can assist the City with their consultation efforts under Assembly Bill (AB) 52 and Senate Bill (SB) 18 if requested (see optional task below).

LSA will coordinate with the City to obtain information pertaining to tribal cultural resources and tribal cultural places that may be identified in the project area through consultation efforts. LSA will include a summary of the consultation efforts and the results in a report as well as in the Tribal Cultural Resources chapter of the EIR. LSA will also summarize the agreed-upon tribal cultural resources mitigation measures in that chapter.

- **Documentation.** LSA will prepare a brief program-level Cultural Resources report and will summarize their methods and results in the Cultural Resources chapter of the EIR. LSA will provide recommendations for cultural resources mitigation measures that may be necessary to address the requirements of CEQA. LSA has budgeted 6 hours for responding to comments generated during the City's review of the report.

Native American Consultation – Optional Task

LSA is available to assist the City with consultation requirements for AB 52 and SB 18. LSA would request a SB 18 list of Native American contacts from the NAHC and prepare notification letters on behalf of the City. LSA would coordinate with the City to obtain official City letterhead and appropriate signatures, and will then send the letters via certified mail. LSA will attend up to two 8-hour consultation meetings with City and tribal representatives to provide technical input.

f. Geology and Soils

Geosyntec will prepare the Geology and Soils section of the EIR. The Geology and Soils section will be developed from a review of available geologic literature and information from public databases, previous geologic and geotechnical investigations by others (if available), and professional experience. The EIR section will address the objectives described above and include the following:

- Evaluation of existing conditions will include:
 - A description of the existing topography and surface conditions of the Site;
 - Identification of the subsurface conditions within the Site area;
 - Information regarding the potential for soil erosion or other conditions of soil instability;
 - Identification of known major faults in the region and the immediate Site vicinity;
 - Identification of other potential geologic hazards including, but not limited, to flooding, seiches, tsunamis, and slope stability.

- A summary of applicable policies pertaining to grading, excavation, and related activities, including those set forth by the City of Madera;
- Impact analysis will include:
 - Discussion of the potential for construction of the project to expose people or structures to potential substantial adverse effects as a result of local and regional seismic events, including impacts associated with fault rupture, strong ground shaking, or seismically-induced ground failure such as liquefaction and likely source(s) of such impacts;
 - Description of proposed grading and earthmoving activities, including location, depth of excavation, quantity of earth to be moved, disposal of excavated materials, and composition of imported materials, if available;
 - Analysis of the ability of the Site to physically support the proposed structures and infrastructure based on the local soil characteristics and related site stability conditions; and
 - Identification of mitigation measures and/or engineering recommendations, as appropriate.
 - The impacts resulting from geology, seismicity and soils will be evaluated in terms of significance criteria whose significance to geology, seismicity, and soils impacts will be developed based on the CEQA guidelines. Generally feasible mitigation measures will be proposed based on the significance of potential impacts.

g. Greenhouse Gas Emissions

Typically, an individual project does not generate sufficient greenhouse gas emissions to influence global climate change significantly on its own; therefore, the issue of global climate change is cumulative in nature. Implementation of the Specific Plan, through construction and operational activities, would generate greenhouse gas emissions that would cumulatively contribute to global climate change.

The Greenhouse Gas Emissions section of the EIR will discuss, from a multi-disciplinary perspective, the long-term use of resources associated with Specific Plan development, and will include a technical analysis evaluating the impacts of project-related energy consumption and greenhouse gas emissions. LSA will conduct the following tasks as part of this analysis:

- **Describe existing environmental setting.** LSA will summarize up-to-date information related to global climate change, along with the climate/meteorological conditions in the project vicinity, and the State, regional, and local setting.
- **Describe existing regulatory framework.** The existing regulatory framework for global climate change will identify applicable federal, State, and SJVAPCD policies, regulations, and programs.
- **Assess project greenhouse gas emissions.** According to Section 15183.5 of the State's CEQA Guidelines, a jurisdiction is allowed to analyze and mitigate the significant effects of greenhouse gas emissions at a programmatic level by adopting a plan for the reduction of greenhouse gas

emissions. The City of Madera's Climate Action Plan (CAP), adopted September 2015, meets the CEQA Guidelines' requirements for a Qualified Greenhouse Gas Reduction Strategy. Therefore, the Specific Plan's greenhouse gas emissions would not be considered significant if it would be consistent with the City's CAP. LSA will evaluate the Specific Plan's consistency with the applicable CAP measures identified in Appendix E of the City's CAP to determine if the proposed Specific Plan would result in a significant impact related to greenhouse gas emissions.

- **Identify mitigation measures.** LSA will identify, where necessary, practical mitigation measures to address any significant project or cumulative impacts and to ensure consistency with the City's CAP. Mitigation may be drafted as Specific Plan implementation policies and could include sustainable development practices and design measures such as transportation demand management measures, site disturbance reduction measures, energy conservation measures and renewable energy sources, solid waste reduction measures, sustainable solid waste management practices, and water conservation and efficiency measures.

h. Hazards and Hazardous Materials

Geosyntec will prepare the Hazards and Hazardous Materials section of the EIR. With the understanding that the project applicant will provide a Hazardous Materials Assessment (HMA), it is anticipated that the HMA will be performed in general accordance with applicable sections of the ASTM E1527-131 guidance and EPA Standards and Practices for All Appropriate Inquiries (AI) and the results will be documented in one HMA report for the project site. The results of the HMA will be utilized for the Hazards and Hazardous Materials section of the EIR. The EIR section will address the objectives described above and include the following:

- Evaluation of historical and existing conditions to include:
 - The potential hazards associated with past and current uses of the project area and the existing and past use, storage, and disposal of hazardous materials at the Site based on the HMA findings;
- Impact analysis to include:
 - The potential hazards and the potential use, storage, and disposal of hazardous materials associated with future project construction and future project use; and
 - The extent to which hazardous materials may create a hazard to on-site and off-site locations, with particular attention to sensitive receptors in the project area (e.g., schools).

i. Hydrology and Water Quality

The development of the proposed project will include grading, which will change the existing drainage characteristics of the site and existing drainage facilities serving the site. Geosyntec will prepare the Hydrology and Water Quality section of the EIR. The Hydrology and Water Quality section will be based on information from public databases as well as any relevant technical reports or environmental applications that have already been prepared for the project, such as geotechnical/soils or drainage reports. The EIR section will include the following:

- Evaluation of existing conditions to include:
 - Summary of the Site's existing condition environmental setting with respect to geology, climate/hydrology, runoff patterns, existing stormwater infrastructure, and surface water quality. This analysis will be completed via desktop screening.
 - Summary of the existing regulatory setting relating to hydrology and water quality.
- Impact analysis to include:
 - Summary of proposed project design features to mitigate any potential impacts (e.g., any interim and/or permanent drainage facilities and detention facilities, storm drain system upgrades, or other stormwater Best Management Practices [BMPs]).
 - A summary of potential hydrology and water quality impacts:
 - How the project's construction activities and operations will affect the quantity and quality of stormwater runoff;
 - A description of any associated impacts on the local stormwater system with respect to flood control; and
 - A discussion of any potential groundwater impacts.

j. Land Use and Planning

The proposed project is located in unincorporated Madera County, and is zoned for agricultural uses and public open space. The project would require annexation to the City of Madera.

LSA will describe the land uses on and surrounding the project site and will identify potential land use conflicts that could occur with implementation of the proposed project. Existing on-site and surrounding land uses will be described based on review of aerial maps, information gathered on the site visit, and information provided by the City and the project applicant. Land uses will be graphically mapped.

In addition, this section will include a comprehensive discussion of applicable local and regional planning documents and land use policies relevant to the project area. The proposed project will be compared to the policies and guidelines adopted by the City of Madera and Madera County (as applicable). Land use plan compliance and conflicts will be described and procedural mitigation will be outlined, as appropriate. Any policy inconsistencies and potential planning conflicts will be identified in a table format, and the potential policy conflicts will be described in greater textual detail. Under CEQA, policy conflicts in and of themselves (in the absence of direct physical effects) are not considered to have a significant effect on the environment, and will therefore be differentiated from impacts described in the other topical sections of the EIR. Any physical impacts associated with policy conflicts will be addressed in the appropriate technical sections of this chapter (e.g., Air Quality, Noise).

k. Noise

The proposed project would generate new vehicle trips in the project vicinity which could expose existing residents to an unacceptable increase in noise levels. In addition, construction activities could result in short-term increases in noise and vibration levels. A technical acoustical analysis will be prepared to assess the potential effects of the proposed project on the existing and future noise environments in the vicinity of the Specific Plan and to determine whether the project would result in exposure of individuals to unacceptable noise levels. The following tasks will be undertaken as part of the noise analysis:

- **Describe existing regulatory framework.** Applicable State of California and City of Madera noise and land use compatibility criteria for the project area will be identified. Noise standards including General Plan Noise Element Policies and the City Noise Ordinance will be discussed.
- **Document existing noise conditions.** Existing sources of noise in the vicinity of the Specific Plan, such as traffic on adjacent roadways, will be identified. Existing noise-sensitive land uses in the project site vicinity will also be identified using aerial images and field reconnaissance. Existing noise conditions will be documented through the ambient noise monitoring at up to eight locations within the Specific Plan area.
- **Assess short-term construction impacts.** Noise impacts from construction of the proposed project on adjacent land uses will be analyzed by phase based on available project-specific construction information provided to LSA. Where information is not available, LSA will provide equipment estimates based on default values in CalEEMod. Noise emission levels recommended by the U.S. Environmental Protection Agency will be used to ascertain the noise generated by specific types of construction equipment. The construction noise impact will be evaluated in terms of maximum levels (L_{max}) and/or hourly equivalent continuous noise levels (L_{eq}) and their frequency of occurrence. The impact analysis will be based on the sensitivity of the area and the requirements of the Noise Ordinance. Avoidance, minimization, and mitigation measures will be identified to address potential adverse construction-related short-term noise impacts on sensitive receptors.
- **Calculate project and cumulative operational impacts.** Using the traffic analysis prepared for the project, LSA will evaluate noise impacts from project-related and cumulative vehicular trips by phase, using the U.S. Federal Highway Traffic Noise Prediction Model (FHWA-RD-77-108). Model input data will include average daily traffic levels, day/night percentages of autos, medium and heavy trucks, vehicle speeds, ground attenuation factors, and roadway widths. Projections of the future Day-Night Average Noise Level (L_{dn}) along selected roadway and highway segments by project phase will be provided in a table format to show the relationship between vehicle-related noise and distance from the roadway. In addition, where specific information can be provided, LSA will quantitatively analyze operational impacts from stationary noise sources, such as new mechanical equipment such as HVAC systems, and any other project-related noise associated with the land uses identified in the Specific Plan. Both stationary and mobile operational noise impacts for both on-site and off-site sensitive land uses will be assessed.

- **Identify noise reduction measures.** As warranted, LSA will identify practical measures by phase to address significant project or cumulative noise impacts. Measures designed to reduce interior and exterior noise levels to meet applicable standards will be identified as necessary. Measures may be designed as Specific Plan policies, if warranted. Any measures required to reduce the project's short-term construction and/or long-term noise impacts to acceptable levels will also be identified. Both an evaluation of the potential measures and a discussion of their effectiveness will be provided.

l. Population and Housing

The proposed project would result in the development of new housing units on currently undeveloped parcels and directly result in population growth within the City of Madera and Madera County. The existing demographics of the area will be identified and described based on the most current data available, including the General Plans, Department of Finance population and housing estimates, and Census data. Population growth associated with the proposed project will be determined through the preparation of the project description in consultation with the City. LSA will assess the population and housing impacts that will be created by the proposed project, only to the extent that they will directly or indirectly result in physical changes to the environment.

m. Public Services and Recreation

The proposed project would increase demand for fire, police, and park/recreational services within the City. The EIR will include a concise summary of each agency that would provide service to the site, their individual responsibilities, and existing service constraints. LSA will review the General Plan EIR, as well as other background reports and then contact each service provider to determine if they have any concerns about providing services to the project or physical constraints to doing so. The assessment in the EIR will examine the demand for services generated by the change in use on the site, and the physical impacts of this demand on existing public services. The need for coordination among facility and service providers and the project applicant for on- or off-site improvements (if any) will be addressed to ensure that any potentially significant impacts are mitigated to less-than-significant levels.

n. Transportation and Traffic

Following Task 1.d, Work Program Refinement, and Task 3, Caltrans Consultation, LSA will prepare a detailed scope of work for traffic analysis of the proposed project. LSA will request a development plan that includes proposed land use, phasing, internal roadways, and intersections with the arterial roadway network. Based on the development plan, LSA will prepare a list of intersections recommended for inclusion in the study area. LSA will present the detailed scope of work to the City for review and comment. LSA will then revise the scope of work based on City comment. The following outlines the areas that will be included in the detailed scope of work.

- **Site Design.** The General Plan Circulation Element makes it clear that improved mobility of pedestrians and bicycles is a goal of the citizens and City of Madera. Consistent with the goals and policies of the General Plan Circulation Element, LSA will provide a brief overview review the Village D development plan for internal connection of bicycle and pedestrian networks. The development plan review will roughly consider whether the internal facilities have sufficient and

appropriate connection to citywide bicycle and pedestrian networks. The goal of reviewing the development plan is to ensure that the City's citizens inhabiting Village D will have a reasonable choice of alternative transportation between land uses within project area.

- **Study Area.** The traffic analysis completed as part of the latest General Plan update focused on the performance of roadway segments. LSA believes that an analysis focused on the performance of intersections presents a better opportunity to assess the traffic impacts of a project of this magnitude and to determine phasing of necessary improvements. As such, LSA recommends a study area comprised of the following three elements (and to be confirmed with the City as part of the scope of work).
 - **General Plan Consistency.** For comparison back to the analysis of the General Plan, LSA recommends reexamining the 11 roadway segments west of SR-99 and between Avenue 18 ½ and Avenue 14 in the study area. The mainline segments of SR-99 analyzed in the General Plan should be reexamined as well, although LSA anticipates that the previous conclusion that these segments would operate at LOS F in the horizon year will be repeated.
 - **Intersections.** In the detailed scope of work, after review of the development plan, LSA will identify intersections between the planned roadways and the arterial network that should be included in the study area. Intersections of arterials between Village D and SR-99 should also be included in the study area. Specifically, the study area should include the critical intersections mentioned in the Circulation Element, including Cleveland/Gateway/Country Club and Howard Avenue at Pine Street. The RFP response to questions also indicated that intersections along Road 23 between Avenue 18 ½ and Cleveland Avenue, intersections along Avenue 17 between Road 23 and Airport Drive, and intersections along Cleveland Avenue between Road 23 and Westberry Boulevard should be included in the study area. LSA's budget assumes that up to 20 intersections would be included in the study area.
 - **Caltrans facilities.** The traffic analysis for the General Plan stated that SR 99 mainline segments are anticipated to operate at LOS F. These mainline facilities will be included in the study area but will not be as useful in determining potential project impacts as examining the performance of SR 99 interchanges. LSA recommends including four pairs of ramp intersections in the study area. These would be the ramp intersections of SR 99 at: Avenue 18 ½, Avenue 17, Gateway Drive, and Cleveland Avenue.
- **Traffic Volume Data.** LSA will contract with an independent data collection company to collect peak hour intersection turn volume and 24-hour roadway volumes throughout the study area. Freeway mainline volume will be queried from Caltrans volume reports or Caltrans Performance Measurement System (PeMS). Data collected will represent the existing conditions and will be inputs for the necessary traffic modeling.
- **Traffic Modeling.** Future traffic volume data will need to be developed using the Madera County Transportation Commission (MCTC) travel demand forecasting (TDF) model. LSA will coordinate as necessary with MCTC regarding model inputs and outputs. At this time LSA believes that the developer of the MCTC TDF model will incorporate the necessary land use and transportation network changes into the existing model and prepare the special model runs under their

contract with the City or MCTC and outside of the budget for the traffic study. However, LSA has the capability to operate traffic models in house and can incorporate modeling efforts into the detailed scope of work if requested by the City. Traffic model output that will be requested includes a select zone assignment, loaded network plots, and vehicle miles traveled.

Madera is part of the California High Speed Rail initial operating segment from San Jose to Fresno. The Madera station is currently planned at the location of the existing Amtrak station, which is located approximately three miles east of SR 99. Given the distance from the study area, LSA will confirm with the City whether or not California High Speed Rail would need to be accounted for in the traffic model data or the trip distribution for Village D.

- **Analysis.** LSA will post process traffic model output. Future intersection turn volumes will be calculated using methodology published in National Cooperative Highway Research Program (NCHRP) Report 255. Traffic volumes for interim years will be developed using straight-line interpolation. LSA anticipates that the traffic analysis could include comparisons of without and with project conditions in the existing scenario, buildout scenario, and three interim (phased) years.

Roadway segments will be analyzed using volume-to-capacity methodology. Arterial intersection performance will be analyzed using the City's preferred methodology (e.g., intersection capacity utilization (ICU) or highway capacity manual (HCM) methodology for signalized intersections). Freeway ramp intersections will also be analyzed using HCM methodology. For each scenario, LSA will identify intersections anticipated to operate at an unsatisfactory level of service, project impacts, facility improvements that would be required to return intersections or roadway segments to a satisfactory level of service, and project fair share of those improvements.

By examining up to three interim years, LSA will be able to determine the phasing of improvements. LSA will present the phasing of infrastructure improvements according to number of dwelling units.

- **Report.** LSA will prepare a comprehensive traffic analysis that satisfies the City requirements and in support of CEQA. This analysis will be submitted to the City for review. One revision of the study is included in the anticipated budget. LSA will prepare the EIR Transportation section based on the revised traffic study.

o. **Utilities and Service Systems**

MKN & Associates will review the 2014 Master Plans and identify the water system improvements required to serve the Village D development. MKN will also review the land uses, analysis criteria, and assumptions used as the basis of the water demand estimates, sewer loads, and runoff calculations from the 2014 Master Plans and compare with the currently proposed land uses identified in the Specific Plan. If MKN finds any significant discrepancies, MKN will update the projected water demand, sewer loads, and stormwater runoff from the development. Using the updated information, MKN will perform hydraulic analyses of the utility infrastructure improvements required to serve the development and validate whether the improvements identified in the 2014 Master Plans remain adequate. If new deficiencies are identified, MKN will determine additional improvements required

to adequately serve the development. If needed, MKN will meet with the City to review the additional system deficiencies identified and review the recommended additional improvements with the City for approval. The final utility infrastructure improvements required to serve the development will be summarized in a stand-alone report that can be used by LSA for incorporation into the EIR or referenced as an attachment to the EIR. Cost information will be based on costs stated in the 2014 Master Plans with an escalation factor.

Water Supply Assessment

MKN will prepare a water supply assessment (WSA) for the project and prepare a WSA report conforming to the requirements of Senate Bill 610 (SB 610) and the "Guidebook for Implementation of Senate Bill 610 and Senate Bill 221 of 2001." The assessment will specifically address the following issues:

- Documentation of wholesale water supplies
- Documentation of all water supplies and water usage, including groundwater
- Documentation of project demands
- Documentation of dry year(s) supply
- Documentation of dry year(s) demand
- Determination of water supply sufficiency

MKN will compile and review available previous studies/reports/information that pertain to the City's water facilities, water demands, and the proposed project. Data from the 2014 Master Plan reports, the City's General Plan, and the Urban Water Management Plan will be used as the basis of the information used for the WSA. MKN will utilize the information gathered to evaluate the sufficiency of the City's water supply and ability of the City to serve the project under normal and drought conditions over the next 20 years. MKN will develop a Draft WSA report for review by LSA and the City. Comments received will be incorporated into a final WSA for incorporation into the EIR.

p. Energy Conservation

Based upon energy consumption estimates provided in CalEEMod, LSA will predict natural gas, electrical demand, and fuels (gasoline and diesel) needed during construction and for buildout of the Specific Plan. LSA will include this information in the CEQA Guidelines Appendix F Energy Consumption Worksheet for use in the EIR analysis of energy for the proposed project. This section will summarize energy use, State measures that reduce energy consumption or increase renewable energy sources available to the proposed project, and project-initiated reduction measures related to energy efficiency or renewable energy that reduce energy consumption and/or reduce GHG emissions associated with energy. The final energy analysis report will be provided as an appendix to the EIR substantiating the summaries within the energy conservation section of the EIR.

q. Alternatives Analysis

The LSA team will identify and evaluate up to three alternatives to the proposed project, one of which will be the CEQA-required No Project Alternative. According to the CEQA Guidelines, alternatives can be evaluated in less detail than the project, and the discussion for each issue topic will be of sufficient detail to evaluate the benefits and drawbacks of each alternative, and to provide some qualitative conclusions regarding the alternatives. A summary table will be included in this section that identifies the level of significance of each environmental topic for each alternative as compared to implementation of the proposed project. Based on this analysis, the Environmentally Superior Alternative will be identified (as required by CEQA).

r. CEQA-Required Assessment Conclusions

LSA will prepare the appropriate conclusions to fulfill CEQA requirements by providing an assessment of several mandatory impact categories, including: 1) Growth-inducing impacts; 2) Significant irreversible environmental changes; 3) Unavoidable significant environmental impacts; and 4) Effects found not to be significant.

s. Other Chapters

In addition to the sections described above, the EIR is expected to include the following components:

- Introduction
- Executive Summary
- Project Description
- List of Persons and Organizations Contacted
- Bibliography
- Technical Appendices

Task 6: Draft EIR

Screencheck Draft EIR

Based on the City's comments, LSA will amend the Administrative Draft EIR and prepare a Screencheck Draft for final review. One digital version (Word and PDF formats) of the Screencheck Draft will be provided. A PDF compare version that shows changes between the two drafts in underline and strikeout will also be provided for review by the City to verify that all requested changes have been made and all appendix materials, references, and final graphics are acceptable.

We have allotted time for responding to changes; however, if this task exceeds the cost allotted in the budget due to changes in project description or requests for additional analysis that are not necessary to prepare a legally adequate document, the additional cost would be billed on a time and materials basis (or use of contingency funds would be requested).

Public Review Draft EIR

LSA will amend the Screencheck Draft EIR. LSA will produce a total of 45 copies of the Public Review Draft EIR, with at least 20 bound copies. Digital versions will also be prepared in PDF formats and will be distributed to the City for website posting and via up to 30 thumb drives. All appendix materials will be provided on a compact disk (CD) to be attached to the inside back cover of the bound Draft EIR copies.

As described below in Task 11, CEQA Notices, LSA will prepare the notices required for distribution of the Draft EIR. Prior to publication of the Public Review Draft EIR, LSA will prepare the Notice of Availability (NOA) and Notice of Completion (NOC). LSA will be responsible for distribution of the Draft EIR to the State Clearinghouse as well as State agencies (as specified by the City). The City will be responsible for local distribution and noticing.

Administrative Record

Based on the anticipated level of public interest in this project, LSA believes that it would be prudent to compile the Administrative Record for the EIR references and provide the appropriate documentation to the City as part of the Public Review Draft EIR. This task will include compilation of the Administrative Record in a binder format, organized by subject. Electronic files of the documentation will also be provided on a CD.

Task 7: Administrative Final EIR

The LSA team will formulate responses to written comments on the Draft EIR, including review period comments received from the public and agencies. The Administrative Draft Response to Comment Document will include: 1) a list of persons, organizations, and public agencies commenting on the Draft EIR; 2) copies of written comments received; 3) responses to environmental comments raised in the review process; and 4) any necessary text, table or figure changes to the Draft EIR. LSA will discuss the best approach to the responses document with the City following the close of the comment period.

Our budget estimate shows the level of professional effort assumed for this task (see Task 7 in Table 2 included separately). Should an unexpectedly large volume of comments be submitted (e.g., an organized letter-writing campaign by project opponents or a substantial package of comments by a law firm representing labor union interests), an adjustment in the budget (and/or use of contingency funds) to cover work beyond the assumed level would be needed. LSA will submit five (5) bound copies and one digital version (in MS Word and PDF formats) of the Administrative Final EIR for City review.

Task 8: Final EIR

After review by City staff and transmittal of suggested revisions, LSA will amend the Administrative Final EIR and prepare a Screencheck version for final review by City staff. One digital version (Word and PDF formats) of the Screencheck Draft will be provided. A PDF compare version that shows changes between the two drafts in underline and strikeout will also be provided for review by the City to verify that all requested changes have been made.

Upon completion of the Final EIR, LSA will produce up to thirty (30) bound copies and one (1) unbound copy. Digital versions will also be prepared in PDF formats and will be distributed to the City for website posting. The Final EIR will be distributed to the public and commenting agencies a minimum of 10 days prior to any public hearings on the Final EIR. LSA will also provide any additional reference materials in PDF format and update the Administrative Record as needed.

Upon project approval and certification of the Final EIR, LSA will prepare a Notice of Determination (NOD) for filing and distribution by the City.

Task 9: Meeting Attendance

Ashley Davis, Kyle Simpson, and LSA staff, as appropriate, will be available to meet with the project team to gather information, review progress, discuss project alternatives, review preliminary findings, discuss staff comments, and offer input into any discussions on project modifications. The proposed cost estimate includes attendance by both Ashley and Kyle at the project start-up meeting and the NOP scoping meeting(s) as detailed under Task A. In addition, we have budgeted (under this task) for attendance at up to four in-person or teleconference team meetings, the agendas and issues to be determined. In addition, Ashley and/or Kyle will attend up to three public hearings, which includes the Planning Commission Draft EIR hearing and Final EIR certification hearings before the Planning Commission and City Council. Additional meetings can be added to the scope as additional services.

We suggest that a bi-weekly standing teleconference also be established. Attendees would be Ashley and Kyle (and select EIR team technical staff on an as-needed basis) as well as senior staff from the City and members of the applicant team. In the event that we all agree that any standing call is unnecessary, it could be canceled the day before. Team communication will be critical throughout the environmental review process and setting a day, time and frequency would avoid the effort required to set-up unscheduled calls. LSA will be responsible for organizing and hosting the teleconferences. LSA will also prepare an agenda and meeting notes for all in-person meetings and teleconferences.

Task 10: Mitigation Monitoring and Reporting Program

LSA will also prepare a Mitigation Monitoring and Reporting Program. We will identify responsibility for implementing and monitoring each mitigation measure, along with monitoring triggers and reporting frequency, subject to approval by City staff. Monitoring will be dovetailed with existing processes of project development and review.

Task 11: CEQA Notices

As described above, LSA will be responsible for preparing the following CEQA-requirements:

- Notice of Preparation (to be completed under Task 2)
- Notice of Availability

- Notice of Completion
- Notice of Determination

Task 12: Findings

LSA will prepare draft CEQA Findings, Facts in Support of Findings, and a Statement of Overriding Considerations (if necessary). The Findings will include the following: a record of proceedings for the City's decision on the project, a summary description of the project; identification of potentially significant effects of the project which were determined to be mitigated to a less-than-significant level; identification of significant impacts that cannot be mitigated to a less-than-significant level even though all feasible mitigation measures have been identified and incorporated into the project; identification of the project's potential environmental effects that were determined not to be significant, and do not require mitigation; cumulative effects; feasibility of project alternatives; and, the City's Statement of Overriding Considerations (if Significant Unavoidable Impacts are identified).

Task 13: Project Management

Ashley Davis and Kyle Simpson will undertake a variety of general project management tasks throughout the process of preparing the EIR and presenting it to decision-makers.

Ashley will provide input on scope, budget, and scheduling of the project, and quality assurance for all work undertaken. She will review all subconsultant submittals and in-house prepared text, tables, and graphics before these materials are presented to the City as administrative review documents. She will be available for consultation on CEQA procedural matters as well as application of the CEQA Guidelines to this project.

Kyle will be in charge of day-to-day activities associated with the project. Project management tasks include regular client contact; oversight of subconsultants and team members; schedule coordination; contract negotiation and management; and development of products. As Project Manager, Kyle will attend all meetings and maintain a project schedule. Kyle will monitor the project budget in light of progress in the project schedule and will communicate any potential deviations with the City in a timely manner. He will also provide direction to all team members that will ensure an internally-consistent, coherent document.

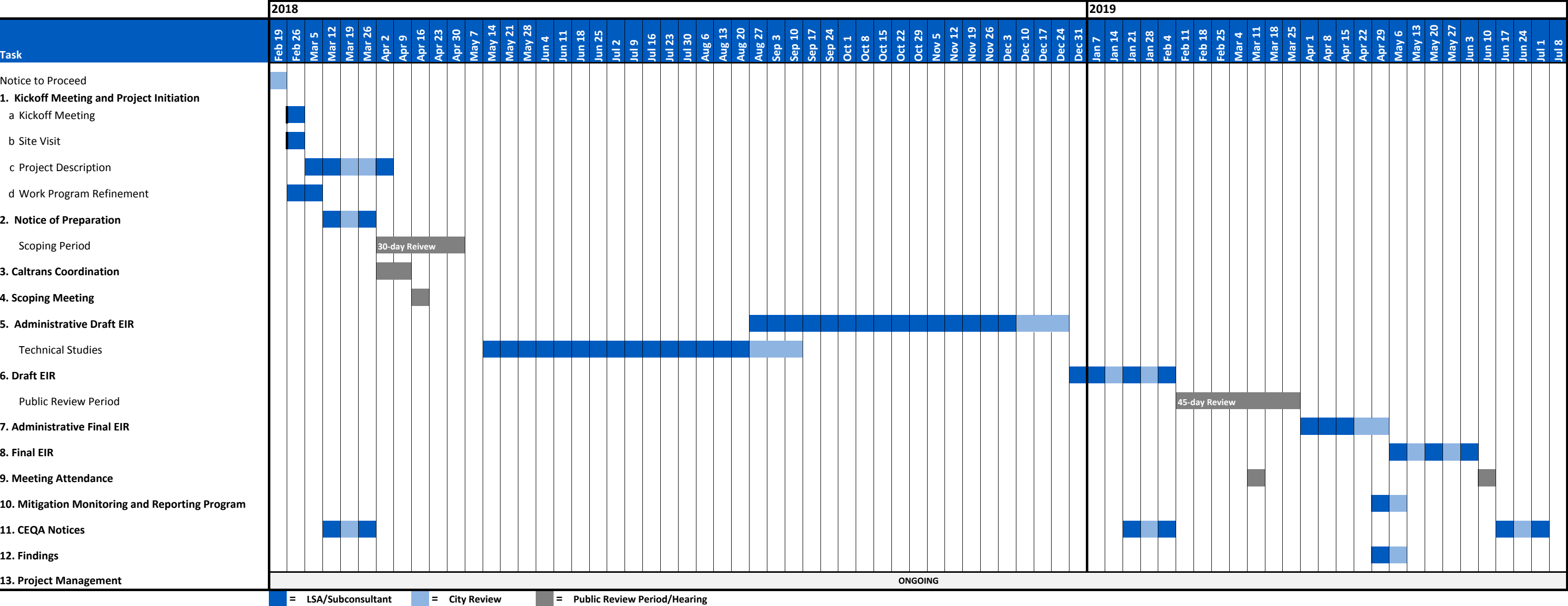
This page intentionally left blank

5.0 SCHEDULE

The preliminary work schedule for preparation and completion of the EIR is shown in Table 2. This schedule is consistent with the schedule provided as Attachment 2 of the Request of Proposals. We expect that this schedule could be adjusted to meet the environmental review objectives of the City and the applicant team. As described under Task 1, the project schedule will be reviewed at the start-up meeting.

This page intentionally left blank

Table 2: EIR Preliminary Work Schedule



This page intentionally left blank

Table 1: Village D Specific Plan EIR Cost Estimate

LABOR COSTS																																				
	LSA Associates, Inc.																							LSA Total	Geosyntec						MKN & Associates				Team Total	
	Project Management & Key Staff			Agricultural Resources		Air Quality, GHG, Noise, & Energy Conservation		Biological Resources				Cultural Resources				Transportation				GIS, Graphics, & Document Management					Geology/Hazards & Hazardous Materials/Hydrology						Utilities & Water Supply Assessment					
	Principal-in-Charge (Davis)	Project Manager (Simpson)	Planner (Carlucci)	Principal, Agricultural Resources (Reading)	Env. Planner, Agricultural Resources (Girard-Sanders)	Principal, AQ/GHG/Noise (Fischer)	Associate, Energy/Climate Change (Hendrix)	Principal, Biological Resources (Bray)	Senior Biologist (Trueblood)	Wildlife Biologist (Williams)	Botanist/GIS/Graphics (Van Zuuk)	Principal, Cultural Resources (Pulcheon)	Senior Cultural Resources Manager (Vallaire)	Cultural Resources Manager (Sanchez)	Cultural Resources Analyst (Falke)	Principal, Transportation (Wilhelm)	Associate, Transportation (Black)	Transportation Engineer (Liu)	Assistant Transportation Planner (Yahata)	GIS	Document Management (Hanshaw)	Production/Document Management (Powers)	Graphics and Production (Linder)		Principal	Senior	Senior Staff	GIS	Administrative Assistant	Geosyntec Total	Project Manager	Water Resources Planner	Administrative Assistant	MKN & Associates Total		
Hourly Rate:	\$225	\$160	\$95	\$180	\$95	\$190	\$240	\$195	\$130	\$110	\$90	\$185	\$130	\$105	\$90	\$220	\$150	\$140	\$90	\$120	\$110	\$95	\$115	\$220	\$198	\$135	\$95	\$50		\$180	\$140	\$55				
Task 1. Kickoff Meeting and Project Initiation																																				
(a) Kick-off Meeting	8	8																						\$3,080						\$0				\$0	\$3,080	
(b) Site Visit		2	2																					\$510						\$0				\$0	\$510	
(c) Project Description	2	8	6																		2		2	\$2,750						\$0				\$0	\$2,750	
(d) Work Program Refinement		4																						\$640						\$0				\$0	\$640	
Subtotal for Task 1	10	22	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	2	\$6,980	0	0	0	0	0	\$0	0	0	0	\$0	\$6,980	
Task 2. Notice of Preparation																																				
Subtotal for Task 2	1	4	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$1,435	0	0	0	0	0	\$0	0	0	0	\$0	\$1,435	
Task 3. Caltrans Consultation																																				
Subtotal for Task 3	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	2	8	0	0	0	0	0	0	\$2,280	0	0	0	0	0	\$0	0	0	0	\$0	\$2,280	
Task 4. Scoping Meeting																																				
Subtotal for Task 4	8	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$2,760	0	0	0	0	0	\$0	0	0	0	\$0	\$2,760	
Task 5. Administrative Draft EIR																																				
(a) Aesthetics	1	2	6																		22	4		\$1,115						\$0				\$0	\$1,115	
(b) Agriculture Resources	2	2		10	100																			\$15,150						\$0				\$0	\$15,150	
(c) Air Quality	2	2	48			8	8																	\$8,770						\$0				\$0	\$8,770	
(d) Biological Resources	1	2						7	17	87	11													\$14,680						\$0				\$0	\$14,680	
(e) Cultural Resources and Tribal Cultural Resources	1	2										8	60	50	8							4		\$16,175						\$0				\$0	\$16,175	
(f) Geology and Soils	1	2																						\$545	2	24	24	8	4	\$9,392					\$0	\$9,937
(g) Greenhouse Gas Emissions	2	2	32			8	8																	\$7,250						\$0				\$0	\$7,250	
(h) Hazards and Hazardous Materials	1	1																						\$385	2	24	16	8	4	\$8,312					\$0	\$8,697
(i) Hydrology and Water Quality	1	1																						\$385	2	24	32	16	4	\$11,232					\$0	\$11,617
(j) Land Use and Planning	2	2	6																					\$1,340						\$0				\$0	\$1,340	
(k) Noise	2	2	44			8	8																	\$8,390						\$0				\$0	\$8,390	
(l) Population and Housing	1	2	6																					\$1,115						\$0				\$0	\$1,115	
(m) Public Services and Recreation	1	2	6																					\$1,115						\$0				\$0	\$1,115	
(n) Transportation and Traffic	2	4														30	98	77	356					\$65,210						\$0				\$0	\$65,210	
(o) Utilities and Service Systems	1	2	6																					\$1,115						\$0	69	144	16	\$33,460	\$34,575	
(p) Energy Conservation	1	1	16				8																	\$3,825						\$0				\$0	\$3,825	
(q) Alternatives Analysis	4	12	32																					\$5,860						\$0				\$0	\$5,860	
(r) CEQA-Required Assessment Conclusions	1	2	6																					\$1,115						\$0				\$0	\$1,115	
(s) Other Chapters	1	12	32																			8	20	\$8,365						\$0				\$0	\$8,365	
Subtotal for Task 5	28	57	240	10	100	24	32	7	17	87	11	8	60	50	8	30	98	77	356	22	12	4	20	\$161,905	6	72	72	32	12	\$28,936	69	144	16	\$33,460	\$224,301	
Task 6. Draft EIR																																				
Subtotal for Task 6	8	22	32	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	0	16	\$10,640	0	0	0	0	0	\$0	0	0	0	\$0	\$10,640	
Task 7. Administrative Final EIR																																				
Subtotal for Task 7	8	32	40	0	0	0	0	0	0	0	0	0	0	0	0	2	12	0	0	0	4	0	8	\$14,320	0	0	0	0	0	\$0	0	0	0	\$0	\$14,320	
Task 8. Final EIR																																				
Subtotal for Task 8	4	24	34	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	8	\$9,110	0	0	0	0	0	\$0	0	0	0	\$0	\$9,110	

Table 1: Village D Specific Plan EIR Cost Estimate

LABOR COSTS																																			
	LSA Associates, Inc.																							LSA Total	Geosyntec						MKN & Associates				Team Total
	Project Management & Key Staff			Agricultural Resources		Air Quality, GHG, Noise, & Energy Conservation		Biological Resources				Cultural Resources				Transportation				GIS, Graphics, & Document Management					Geology/Hazards & Hazardous Materials/Hydrology						Utilities & Water Supply Assessment				
Hourly Rate:	Principal-in-Charge (Davis)	Project Manager (Simpson)	Planner (Carlucci)	Principal, Agricultural Resources (Reading)	Env. Planner, Agricultural Resources (Girard-Sanders)	Principal, AQ/GHG/Noise (Fischer)	Associate, Energy/Climate Change (Hendrix)	Principal, Biological Resources (Bray)	Senior Biologist (Trueblood)	Wildlife Biologist (Williams)	Botanist/GIS/Graphics (Van Zuuk)	Principal, Cultural Resources (Pulcheon)	Senior Cultural Resources Manager (Vallaire)	Cultural Resources Manager (Sanchez)	Cultural Resources Analyst (Falke)	Principal, Transportation (Wilhelm)	Associate, Transportation (Black)	Transportation Engineer (Liu)	Assistant Transportation Planner (Yahata)	GIS	Document Management (Hanshaw)	Production/Document Management (Powers)	Graphics and Production (Linder)	\$220	\$198	\$135	\$95	\$50	Geosyntec Total	Project Manager	Water Resources Planner	Administrative Assistant	MKN & Associates Total		
	\$225	\$160	\$95	\$180	\$95	\$190	\$240	\$195	\$130	\$110	\$90	\$185	\$130	\$105	\$90	\$220	\$150	\$140	\$90	\$120	\$110	\$95	\$115	\$8,200	0	0	0	0	0	\$0	6	0	0	\$1,080	\$9,280
Task 9. Meeting Attendance																																			
Subtotal for Task 9	16	24	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$8,200	0	0	0	0	0	\$0	6	0	0	\$1,080	\$9,280
Task 10. Mitigation Monitoring and Reporting Program																																			
Subtotal for Task 10	1	2	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$1,115	0	0	0	0	0	\$0	0	0	0	\$0	\$1,115
Task 11. CEQA Notices																																			
Subtotal for Task 11	1	2	10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	\$1,725	0	0	0	0	0	\$0	0	0	0	\$0	\$1,725
Task 12. Findings																																			
Subtotal for Task 12	6	12	18	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$4,980	0	0	0	0	0	\$0	0	0	0	\$0	\$4,980
Task 13. Project Management																																			
Subtotal for Task 13	20	60	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$14,100	0	8	0	0	6	\$1,884	0	0	0	\$0	\$15,984
TOTAL LABOR	111	271	402	10	100	24	32	7	17	87	11	8	60	50	8	34	118	77	356	22	24	4	56	\$239,550	6	80	72	32	18	\$30,820	75	144	16	\$34,540	\$304,910
DIRECT COSTS																																			
1. Travel, Deliveries, Communication																							\$512	\$0						\$380				\$892	
2. Maps; Plans; Reports; Database Searches, Traffic Counts																							\$11,550	\$0						\$0				\$11,550	
3. Printing and Graphic Reproduction																							\$3,000	\$0						\$0				\$3,000	
TOTAL DIRECT COSTS																							\$15,062	\$0						\$380				\$15,442	
TOTAL LSA TEAM BUDGET WITHOUT CONTINGENCY																																			
TOTAL LSA TEAM BUDGET (WITHOUT CONTINGENCY)																							\$254,612	\$30,820						\$34,920				\$320,352	
CONTINGENCY FUNDS																																			
CONTINGENCY AT 5 PERCENT																							\$16,000												
TOTAL LSA TEAM BUDGET WITH CONTINGENCY																																			
TOTAL LSA TEAM BUDGET (WITH CONTINGENCY)																							\$336,352												
OPTIONAL TASKS																																			
1. AB 52 Consultation																							\$2,100												
TOTAL OPTIONAL COSTS																							\$2,100												

**AGREEMENT FOR THE FUNDING OF
AN ENVIRONMENTAL IMPACT REPORT
FOR THE VILLAGE D SPECIFIC PLAN**

THIS AGREEMENT is made and entered into this ____ day of _____, 2018, between the CITY OF MADERA, a municipal corporation, hereinafter referred to as the "CITY," and Fagundes, Fagundes, Fagundes, hereinafter referred to as the "APPLICANT."

RECITALS

WHEREAS, APPLICANT has filed with the CITY various applications for development of approximately 1270 acres of land located north of the Fresno River, south of Avenue 17, and immediately west of and abutting to the current City limits of Madera, California ("the Project"); and

WHEREAS, APPLICANT and CITY have agreed that an environmental impact report (hereinafter, "EIR") will be prepared prior to consideration of the Project; and

WHEREAS, CITY has determined that it must engage the services of a qualified consultant, at APPLICANT's expense, to perform the necessary work in the preparation of such an EIR for the proposed Project; and

WHEREAS, it is understood by the APPLICANT that the Project is subject to review and decision after completion of the EIR, as prescribed by existing regulations and statutes; that staff's recommendations are independent of the conclusions reached in the EIR; that the nature of the factors to be considered by staff in its review is such that recommendations to the decision-makers cannot be formalized until just prior to the point of decision-making and may in fact be different from the conclusions reached in the EIR; and that the final decision on the Project will be made by the entity charged with such decision making authority.

AGREEMENT

NOW, THEREFORE, for the good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the APPLICANT agree as follows:

1. **Consultant**

CITY shall engage the firm of LSA Associates, Inc., a California Corporation, identified herein as "EIR CONSULTANT," to perform the necessary work in the preparation of an

EIR for the Project, pursuant to the terms of a contract entitled "AGREEMENT FOR ENVIRONMENTAL PLANNING SERVICES TO THE CITY OF MADERA IN PREPARATION OF AN ENVIRONMENTAL IMPACT REPORT FOR THE VILLAGE D SPECIFIC PLAN" (hereinafter, "Consultant Agreement"). The necessary work for the project is more particularly described in Exhibit "A" which is attached hereto and incorporated herein by reference.

2. Effective Date

This Agreement shall become effective upon its execution by the parties hereto and shall terminate upon expiration of any and all legal challenge periods which may apply to CITY's final decision regarding certification of the EIR and approval of the project. Should a challenge to City's final decision be made, APPLICANT shall indemnify, defend, and hold harmless the CITY pursuant to Section 6 of this agreement until such challenge is fully resolved.

3. Payments to CITY for CONSULTANT Services

A. Under the terms of the Consultant Agreement, the EIR CONSULTANT will be paid a sum not exceed Three Hundred Thirty-Six Thousand Four Hundred and Fifty Two Dollars (\$336,452.00) for its services, which shall be paid as follows:

A1. Applicant shall deposit the sum of One Hundred Thirty Six Thousand Four Hundred and Fifty Two Dollars (\$136,452) prior to CITY authorizing commencement of work by CONSULTANT.

A2. Applicant shall deposit the additional sum of One Hundred Thousand Dollars (\$100,000) at such time as the Planning Manager determines that a minimum of approximately thirty (30%) percent of the work has been billed or performed, or within six months of executing this agreement, whichever is sooner.

A3. Applicant shall deposit the additional sum of One Hundred Thousand Dollars (\$100,000) at such time as the Planning Manager determines that a minimum of approximately sixty (60%) percent of the work has been billed or performed, or within twelve months of executing this agreement, whichever is sooner.

APPLICANT shall deposit funds described in A2 and A3 above with the CITY within fifteen (15) days after written notice from the CITY for payments in accordance with the payment schedule described above. No increase in the above amount will be required except by a written modification to this Agreement, signed by the APPLICANT and the CITY as set forth in Paragraph 9 below. Any amount not paid to EIR CONSULTANT from this deposit shall be returned to

APPLICANT upon completion of the EIR CONSULTANT'S scope of services or termination of Consultant Agreement, whichever comes first.

4. Payments to CITY for CITY's Services

In addition to the APPLICANT's payments to CITY for the EIR CONSULTANT's services, the APPLICANT shall pay to CITY for the costs and expenses incurred by CITY in processing, reviewing, and managing the preparation of the EIR, a fee consisting of ten percent (10%) of the cost of all consulting services and studies, equal to Thirty Three Thousand Six hundred and Forty Five Dollars (\$33,645). The total fee shall be deposited with the CITY prior to CITY authorizing commencement of work by the EIR CONSULTANT.

5. Independent Contractor

It is understood that the EIR CONSULTANT shall be an independent contractor of CITY. The APPLICANT agrees to allow, or to gain authorization allowing, the EIR CONSULTANT to enter upon the Project property and to perform all work thereon as the EIR CONSULTANT deems necessary to complete the EIR. It is agreed that the APPLICANT will not interfere with the EIR CONSULTANT in the performance of such work or attempt to influence such EIR CONSULTANT during the course of its work. APPLICANT acknowledges and agrees that the determination of the adequacy of the EIR CONSULTANT's performance and the extent of payment to the EIR CONSULTANT, are within the sole discretion of CITY. APPLICANT acknowledges and agrees that the final responsibility and final authority as to the quality and the contents of the EIR lies in the sole discretion of CITY.

6. Hold Harmless

The APPLICANT 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 APPLICANT'S performance of its obligations under this agreement or out of the operations conducted by APPLICANT, 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 APPLICANT'S performance of this agreement, the APPLICANT 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.

7. 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 Madera Superior Court, Madera, California, or in the U.S. District Court for the Eastern District of California located in Fresno, 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.

8. Assignment

Neither party shall assign, transfer or sub-contract this Agreement nor their rights or duties under this Agreement without the prior written consent of the other party.

9. Amendments

Any changes to this Agreement requested either by CITY or APPLICANT may only be effected if mutually agreed upon in writing by duly authorized representatives of the parties hereto. This Agreement shall not be modified or amended, or any rights of a party to it waived, except as set forth above.

10. Binding Upon Successors

This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors in interest, assigns, legal representatives, and heirs.

11. No Third-Party Beneficiary Rights

The parties agree that no provision of the Consultant Agreement shall in any way inure to the benefit of any third-party so as to render any such person a third-party beneficiary of said Agreement or of any one or more of the terms thereof, or otherwise give rise to any cause of action in any person not a party thereto.

12. Entire Agreement

This Agreement constitutes the entire Agreement between the APPLICANT 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.

13. Applicant's Legal Authority

Each individual executing or attesting this Agreement on behalf of APPLICANT

hereby covenants, warrants, and represents: (i) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of APPLICANT; and (ii) that this Agreement is binding upon APPLICANT.

14. Termination of Agreement.

APPLICANT may terminate this Agreement at any time by giving written notice to CITY and withdrawing its application for the Project. CITY may terminate this agreement at any time by giving written notice to APPLICANT and rejecting its application for the project. If APPLICANT or CITY so terminates this Agreement, then CITY shall immediately terminate the Consultant Agreement in accordance with its terms. If either party breaches a material provision of this Agreement, then the other party may, at its option, immediately terminate this Agreement by giving written notice to the breaching party of such termination and specifying the reasons therefore. If this Agreement is terminated for any reason APPLICANT shall continue to be liable to CITY for the cost of work of the EIR CONSULTANT satisfactorily performed to the date of termination and for any additional work of the EIR CONSULTANT expressly requested by CITY's Planning Manager as necessary to wind up the work performed up to the date of termination.

15. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

* * * * *

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

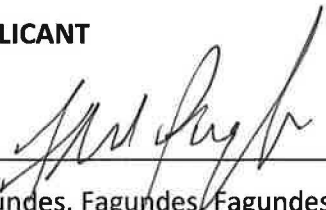
By _____

Andrew Medellin, Mayor

Attest:

Sonia Alvarez, City Clerk


APPLICANT



Fagundes, Fagundes, Fagundes



Title



Norman L. Allinder, AICP



Title

Approved as to Legal Form:

By _____
Brent Richardson, City Attorney

4.0 SCOPE OF WORK AND APPROACH

4.1 APPROACH

Based on our review of the City's Request for Proposals, review of the project materials LSA believes that a comprehensive EIR is the appropriate environmental document to satisfy the requirements of CEQA. Our proposed work program, which includes preparation of all technical materials that the LSA team anticipates would be appropriate to provide for an adequate and legally-defensible environmental review effort, is detailed below in Section 4.2.

The overarching goal in preparing the EIR is for LSA to function as an extension of City staff, and provide a legally-defensible and well-written document that is easy to understand not only for the public, but for City decision-makers, and City staff. Our proximity to the City's office also allows LSA staff to easily attend meetings and be generally available to attend in-person meetings.

To that end, LSA has developed an approach and work program designed to result in a comprehensive, legally-robust EIR that meets City requirements. The EIR and environmental review process, in general, will provide a comprehensive evaluation of the proposed project, including on- and off-site improvements and requested approvals. Our scope of work is designed to achieve the following key objectives:

- Collaborate with the City and the applicant team, to define the project for CEQA purposes and craft a detailed project description that accurately reflects all elements of the proposed project including anticipated uses and requested project approvals.
- Prepare an EIR that responds to and meets the specific requirements and interests of the diverse group of government agencies and organizations that are expected to review the EIR and may be responsible for specific project approvals (e.g., Madera County Local Agency Formation Commission). Our scope of work focuses on the greenfield development issues that will require thoughtful evaluation in the EIR (e.g., conversion of agricultural/grazing uses, effects on biological resources, traffic and circulation, and expansion of the City's boundaries) and related policy concerns.
- Utilize LSA's experience preparing environmental documents for large, complex projects at the suburban-rural interface to customize the environmental review effort to address the unique use characteristics of the project.
- Provide a rigorous, project-level analysis of the environmental effects of the proposed development to minimize subsequent environmental review.
- Create an EIR that is accessible and relevant through thoughtful and concise writing and use of data-rich graphics.

The Setting, Impacts, and Mitigation Measures chapter of the EIR will include the following topical sections: Aesthetics; Agriculture; Air Quality; Biological Resources; Cultural Resources; Geology and Soils; Greenhouse Gas Emissions; Hazards and Hazardous Materials; Hydrology and Water Quality;

Land Use and Planning; Noise; Population and Housing; Public Services and Recreation; Transportation and Traffic; Tribal Cultural Resources; Utilities and Service Systems; and Energy Conservation. Forestry and mineral resources, which are not anticipated to be affected by the project, will be discussed in the CEQA-Required Assessment Conclusions Chapter of the EIR. It is anticipated that up to three alternatives will be evaluated in the EIR. LSA also understands that given the project's potential to alter the landscape of the City, it will be the subject of intense public interest.

4.2 SCOPE OF WORK

The scope of work for preparation of the EIR is detailed below. An outline of the work program is presented in Table 1, and the proposed schedule is presented Section 5.0.

Task 1: Kick-Off Meeting and Project Initiation

Following the notice to proceed, LSA will initiate the following subtasks to start the EIR process as soon as possible.

a. Kick-Off Meeting

LSA will meet with City staff to discuss expectations regarding the tasks to be undertaken as part of the environmental documentation effort for the project. In this meeting, LSA will want to:

- Confirm the proposed scope of work and expectations for use of any previously prepared technical materials or other background materials that may be available for the site;
- Discuss the significance criteria for each topic to be addressed in the EIR.
- Gather relevant information and data if there is information we have not yet received;
- Discuss the City's desired approach to involving the various City departments, the County, LAFCO, and the applicant team during preparation of the EIR and review of the administrative and screencheck drafts; and
- Discuss the City's desired schedule for the review process.

Table 1: Work Program Outline

Task 1. Kick-off Meeting and Project Initiation
a. Kick-Off Meeting
b. Site Visit
c. Project Description
d. Work Program Refinement
Task 2. Notice of Preparation
Task 3. Caltrans Consultation
Task 4. Scoping Meeting
Task 5. Administrative Draft EIR
a. Aesthetics
b. Agriculture Resources
c. Air Quality
d. Biological Resources
e. Cultural Resources and Tribal Cultural Resources
f. Geology and Soils
g. Greenhouse Gas Emissions
h. Hazards and Hazardous Materials
i. Hydrology and Water Quality
j. Land Use and Planning
k. Noise
l. Population and Housing
m. Public Services and Recreation
n. Transportation and Traffic
o. Utilities and Service Systems
p. Energy Conservation
q. Alternatives Analysis
r. CEQA-Required Assessment Conclusions
s. Other Chapters
Task 6. Draft EIR
Task 7. Administrative Final EIR
Task 8. Final EIR
Task 9. Meeting Attendance
Task 10. Mitigation Monitoring and Reporting Program
Task 11. CEQA Notices
Task 12. Findings
Task 13. Project Management

b. Site Visit

As one of the initial steps in this scope of work, Ashley Davis, Kyle Simpson, and Cara Carlucci will visit and photograph the project area and its surroundings to familiarize ourselves with the area, document existing conditions and site features, and confirm information provided by the City and applicant team. We will encourage attendance by City staff and the project applicant at our initial site visit to allow for sharing of observations.

c. Project Description

LSA will prepare a project description that details the purpose, phasing and physical elements of the proposed project. The project description will include a map showing the location and boundaries of the project area and a general description of the project's technical and environmental characteristics. LSA will work closely with the City and the project applicant to ensure that the project description provides a level of detail appropriate for the EIR. As a part of the project description, LSA will work with the applicant and the City to prepare a list of project objectives consistent with the City's goals for the project.

The project description will also include a statement briefly describing the intended uses of the EIR, including a list of agencies expected to use the EIR, a list of permits and other approvals required to implement the project and a list of related environmental review and consultation steps required by federal, State or local laws, regulations and policies. LSA will submit a draft of the project description to the City for review and acceptance before the LSA team begins conducting any impact analyses.

d. Work Program Refinement

It may be necessary to refine the work program in accordance with information compiled in the above subtasks, as well in response to comments received on the Notice of Preparation, completed under Task 2. Upon receipt and review of all of the comments on the NOP and taking into consideration comments heard at the scoping meeting, LSA will work with City staff to refine the scope of work and budget, if necessary, to address any environmental issues that are not yet adequately addressed in this work program.

Task 2: Notice of Preparation

LSA will prepare a NOP in accordance with the requirements of CEQA. Following the 30-day comment period on the NOP, LSA will review all comments, recommend any needed changes to the proposed scope of work, and ensure that all submitted concerns are adequately covered by the EIR. LSA will prepare and distribute 35 copies of the NOP, including at least 10 hard copies.

Task 3: Caltrans Consultation

During preparation of the detailed scope of work, LSA will coordinate with Caltrans. LSA will confirm methodology and significance thresholds for the ramp intersection analysis. LSA will also request signal timing plans for the ramp intersections to facilitate the HCM methodology analysis of these intersections. LSA anticipates that Caltrans will request that a vehicle miles traveled (VMT) analysis be included in the traffic analysis even though VMT will not be the sole measure of project impacts.

LSA has been a part of the SB 743 conversation since the bill was circulated in 2013. LSA staff has met with Christopher Calfee, OPR Chief Counsel (and now Deputy Secretary and General Counsel at the California Natural Resources Agency), in his office on numerous occasions in Sacramento. LSA staff has made SB 743 presentations to the Urban Land Institute (ULI), the American Planning Association, the Association of Environmental Planners, numerous attorneys and planning firms, and agencies up and down the entire State of California. LSA has monitored and been directly involved in each phase of the rule-making process with key OPR staff. In other areas of the State, Caltrans has been requesting analyses consistent with the aims of SR 743 even before final rulemaking is complete. Therefore, LSA coordination with Caltrans will include confirmation of methodology and thresholds related to a VMT analysis of Village D.

The traffic analysis will include a separate, special analysis section presenting VMT methodology, thresholds, analysis, and conclusions regarding project impacts. This section will not attempt to establish future standards but will be included primarily as an informational item. The analysis is envisioned to be a comparison of Village D per capita VMT model output to the regional average.

Task 4: Scoping Meeting

Ashley Davis and Kyle Simpson will participate in a public EIR scoping meeting. LSA will develop materials for these meetings, including hand-outs which may include an overview of the objectives of CEQA, the EIR process and schedule, and the topics to be addressed in the EIR. It is assumed that LSA will make a short presentation at the scoping meeting that outlines the project's environmental review requirements and process.

Task 5: Administrative Draft EIR

The Administrative Draft EIR (ADEIR) will cover the environmental topics described below. The setting section for each topic will describe the current conditions of the site. Each impact analysis will evaluate the potential environmental effects resulting from implementation of the Specific Plan. Where relevant, impacts will be separately identified in terms of whether they would occur during the construction or operation periods. A set of feasible mitigation measures (as well as the residual impacts or effects of each measure) will be identified. In some cases, program-level analyses would be appropriate to assess potential impacts resulting from specific development activity not specifically identified in the Specific Plan. These program-level analyses would address buildout of the Specific Plan and would identify perspective mitigation measures to reduce impacts, where applicable. If applicable, these mitigation measures could also be incorporated into the Specific Plan as implementation measures to reduce potential impacts.

Each topical section will also include a discussion of cumulative impacts. The analysis of cumulative effects will address the potential impacts associated with the project in conjunction with other projects that are under-construction, approved, or reasonably foreseeable. The preferred methodology for conducting the cumulative impacts analysis will be developed and agreed upon during the early stages of the EIR preparation.

The proposed list of environmental topics set forth below is based on the desire of the City to complete a comprehensive environmental analysis. Upon completion of Task 1.a, Kick-Off Meeting, it may be determined that some of the environmental topics could be focused out or that they may

necessitate analysis of a greater depth than originally proposed. If this is the case, LSA will work with City staff to refine the proposed work program, as appropriate (see Task 1.d above). Issues found not to be significant as part of Task 1 will be documented in the EIR, and will not be addressed in the Setting, Impacts and Mitigation Measures Chapter.

One digital version (in both Microsoft Word [Word] and Adobe Portable Document Format [PDF]) of the Administrative Draft EIR will be submitted to the City for review and comment, as well as five hard copies. LSA can meet with staff, either in person or via teleconference, to discuss comments on the Administrative Draft.

a. Aesthetics

The project area would be altered by implementation of the project through on-site vegetation removal, extensive grading, and the introduction of new buildings, parking areas, roadways and other improvements associated with development of the villages. The new development would be visible from numerous off-site locations.

LSA will describe the area's existing visual character using photographs and narrative, and will include views from and to the site, noting the site's visibility as seen from key public vantage points located within the vicinity. The visual attributes and patterns of the project site and its surroundings will be assessed according to the following descriptive categories: site location and spatial organization, land form, vegetation, land uses, cultural features, and specific objects having aesthetic significance.

Effects of the proposed development on the existing visual character of the site and its surroundings will be described and analyzed. LSA will address the project's potential visibility and visual contrast and compatibility as seen from key public view corridors and sensitive viewing locations. Cumulative visual effects will also be evaluated. The impact analysis will use available architectural and elevation drawings provided by the applicant to illustrate and support the discussion of project effects on existing views and view corridors, and to assist in substantiating any findings of significant impact.

b. Agriculture Resources

The project site is zoned for agricultural uses and public open space. The project would require annexation to the City of Madera. As a part of the EIR analysis, LSA will prepare a Farmland Impact Analysis Report that will evaluate the potential impacts (i.e., farmland conversion to a nonagricultural use) to Important Farmland and conflicts with existing zoning for agricultural use. The analysis of potential impacts to farmland, land zoned for agricultural use will also include evaluation of potential impacts from temporary construction areas.

The Farmland Impact Analysis Report will be prepared in accordance with CEQA Guidelines. Appendix G of the CEQA Guidelines indicates that the conversion of Prime Farmland, Unique Farmland, or Farmland of Statewide Importance to non-agricultural uses could be considered a significant impact. Appendix G also indicates that a project could result in significant impacts to agricultural resources and farmland if the proposed project: 1) conflicts with agricultural zoning; 2) conflicts with a Williamson Act contract (according to information provided in the RFP, none of

the parcels are restricted by Williamson Act contracts); or 3) involves changes in the existing environment, which due to their location or nature, could result in conversion of Farmland to non-agricultural use.

LSA will evaluate potential impacts to farmland using the 1997 California Agricultural Land Evaluation and Site Assessment (LESA) Model prepared by the California Department of Conservation. LSA will use quantitative threshold limits from the LESA model and other qualitative thresholds, as determined applicable by the City, to determine the project impacts and appropriate mitigation measures to address the conversion of Prime Farmland, Unique Farmland, or Farmland of Statewide Importance to non-agricultural use.

During the preparation of the Farmland Impact Analysis Report, LSA will coordinate with the Natural Resource Conservation Service (NRCS) and the Madera County Agricultural Commissioner's Office to determine the affected lands' intrinsic agricultural values, the status of the agricultural preserves within and adjacent to the project area, and any other relevant planning-oriented or resource-based issues that might be of concern to the NRCS or the Agricultural Commissioner's office when considering the conversion of approximately 1,240 acres of farmland for future development.

In addition to the impact analysis, the Farmland Impact Analysis Report will include an overview of the proposed project and a discussion of the regulatory setting and the affected environment, which will provide an overview of the farmland in the study area, and will be used to support the agricultural analysis provided in the Environmental Document for the proposed project.

Please note that this proposed scope has been included based on our understanding of what would be required to prepare a legally-defensible document to address potential impacts related to converting agriculture to non-agriculture uses. Following further discussion with the City under Task 1.d, Work Program Refinement, it may be determined that this level of detail is not required, and LSA would adjust our scope and budget accordingly.

c. Air Quality

Development associated with implementation of the proposed Specific Plan could increase pollutant concentrations in Madera through increase vehicle trips and other activities associated with project operation. Construction activities associated with project development, including demolition, grading, and ground disturbance, could increase concentrations of particulate matter. This increase could contribute to existing air pollution in the San Joaquin Valley Air Basin. Increased air pollution could affect compliance with existing air quality plans and adversely affect the health of nearby sensitive receptors.

Following the San Joaquin Valley Air Pollution Control District's (SJVAPCD) Guidance for Assessing and Mitigating Air Quality Impacts (GAMAQI), LSA will identify existing air quality conditions and potential air quality impacts resulting from the proposed project. Although the proposed project has not yet identified phases, LSA will conduct the analysis based on up to four phases. Evaluating the project based on phases will be beneficial for the project as the need for potential mitigation measures can be identified and implemented by phase potentially resulting in cost savings if off-site fees are required. LSA will complete the analysis by undertaking the following tasks:

- **Describe existing regulatory framework.** The existing regulatory framework for air quality, including existing air quality laws and regulations and the roles of the local agencies, including the California Air Resources Board (ARB), the SJVAPCD, and the Madera area will be described.
- **Obtain and describe air quality monitoring data.** Project setting meteorological and air quality data developed through the ARB and climatological and air quality profile data gathered by the SJVAPCD will be utilized for the description of existing ambient air quality. The most recent published air quality data from air quality monitoring stations in the vicinity of the project site for the past three years will be included to characterize existing air quality. In addition, regulatory documents, professional publications, and past LSA experience in the project area will supplement background information.
- **Assess project construction emissions.** Construction activities associated with the proposed Specific Plan would generate increased particulate emissions associated with grading, soil hauling and other construction activities on project sites. Construction equipment exhaust would also be a source of air pollution. LSA will calculate the regional construction emissions using the California Emissions Estimator Model (CalEEMod) based on up to four phases, as well as full Specific Plan buildout.
- **Assess project operation-period impacts.** The project would generate new vehicular trips within the region. Emissions associated with long-term operations from vehicle trips will be calculated using CalEEMod by project phase.
- **Determine the project's consistency with adopted plans.** LSA will review adopted plans related to clean air and the reduction of greenhouse gas emissions in the State of California and the San Joaquin Valley and determine the project's consistency with these plans.
- **Identify mitigation measures.** LSA will identify practical mitigation measures by phase to address any significant project or cumulative impacts. Mitigation measures designed to reduce the project's short-term construction and long-term air quality impacts will be identified. Mitigation measures established by the SJVAPCD for dust suppression will be identified to reduce construction impacts. Both an evaluation of the potential mitigation measures and a discussion of their effectiveness will be provided.

d. Biological Resources

LSA will evaluate the biological resources present in the project area and determine project effects to those resources. A key objective of the evaluation will be to identify any special-status plant or wildlife species, or sensitive habitats that may be affected by the project. Based on a preliminary review of aerial photographs, the project area appears to be comprised of active orchards and does not support natural communities; therefore, it provides little to no habitat for special status plants or wildlife. Sensitive biological resources potentially occurring in the project area are likely limited to nesting birds.

In order to implement this approach, LSA biologists will conduct the following tasks:

- **Research/Coordination.** LSA will request a list of special-status species from the U.S. Fish and Wildlife Service (USFWS) and will query the California Natural Diversity Data Base (CNDDB) and California Native Plant Society (CNPS) Online Database. As part of this process, LSA biologists will informally coordinate with the California Department of Fish and Wildlife (CDFW) and/or USFWS, as necessary, regarding the potential presence of special-status species on the project site.
- **General Field Survey.** LSA will conduct a windshield survey of the project site to map plant communities (i.e., confirm the site is comprised of orchards), assess habitat conditions, and evaluate potential impacts to sensitive biological resources. During this visit, LSA will also review and characterize the aquatic features in the project area (i.e., canals, basins).
- **Documentation.** Biological Resources Evaluation (BRE). The results of the field surveys will be documented in a BRE. The BRE will include a discussion of plant communities present on the site, as well as a discussion of common plant and animal species occurring (or expected to occur) on the site based on the communities present. A generalized vegetation map will be prepared showing plant community types as well as the locations of any sensitive biological resources identified. The BRE will document biological resources in the project area and evaluate potential project effects to biological resources. We have included 8 hours to respond to comments generated during City review of the draft BRE.

Following completion of the BRE, LSA will prepare the Biological Resources section of the EIR, and will summarize the setting, identify special-status species potentially onsite or in the vicinity, identify pertinent regulations, analyze impacts to biological resources from project activities, and develop appropriate avoidance and mitigation measures for the impacts.

e. Cultural Resources and Tribal Cultural Resources

LSA will conduct a program-level review of the project area to identify any cultural resources that may be impacted, and to determine the likelihood of encountering any resources that may meet the definition of a historical resource (PRC §21084.1), a unique archaeological resource (PRC §21083.2), or a tribal cultural resource (PRC §21074[a]) under CEQA. LSA will conduct the following tasks:

- **Background Research and Consultation.** LSA will conduct a records search at the Southern San Joaquin Valley Information Center (SSJVIC) to identify previously recorded cultural resources and cultural resources studies within the project area.

A review of local, State, and federal inventories will be conducted to identify any previously recorded cultural resources in the project area. Furthermore, LSA will conduct background research and a map review to identify the historic context of the project area.

LSA will contact the Madera County Historical Society to inquire about any resources that may be in the project area and to address any questions or concerns the society may have about the project.

LSA will contact the Native American Heritage Commission (NAHC) to conduct a review of the Sacred Lands File (SLF), which will identify the presence or absence of any sacred places that may be located within or adjacent to the project area. LSA can assist the City with their consultation efforts under Assembly Bill (AB) 52 and Senate Bill (SB) 18 if requested (see optional task below).

LSA will coordinate with the City to obtain information pertaining to tribal cultural resources and tribal cultural places that may be identified in the project area through consultation efforts. LSA will include a summary of the consultation efforts and the results in a report as well as in the Tribal Cultural Resources chapter of the EIR. LSA will also summarize the agreed-upon tribal cultural resources mitigation measures in that chapter.

- **Documentation.** LSA will prepare a brief program-level Cultural Resources report and will summarize their methods and results in the Cultural Resources chapter of the EIR. LSA will provide recommendations for cultural resources mitigation measures that may be necessary to address the requirements of CEQA. LSA has budgeted 6 hours for responding to comments generated during the City's review of the report.

Native American Consultation – Optional Task

LSA is available to assist the City with consultation requirements for AB 52 and SB 18. LSA would request a SB 18 list of Native American contacts from the NAHC and prepare notification letters on behalf of the City. LSA would coordinate with the City to obtain official City letterhead and appropriate signatures, and will then send the letters via certified mail. LSA will attend up to two 8-hour consultation meetings with City and tribal representatives to provide technical input.

f. Geology and Soils

Geosyntec will prepare the Geology and Soils section of the EIR. The Geology and Soils section will be developed from a review of available geologic literature and information from public databases, previous geologic and geotechnical investigations by others (if available), and professional experience. The EIR section will address the objectives described above and include the following:

- Evaluation of existing conditions will include:
 - A description of the existing topography and surface conditions of the Site;
 - Identification of the subsurface conditions within the Site area;
 - Information regarding the potential for soil erosion or other conditions of soil instability;
 - Identification of known major faults in the region and the immediate Site vicinity;
 - Identification of other potential geologic hazards including, but not limited, to flooding, seiches, tsunamis, and slope stability.

- A summary of applicable policies pertaining to grading, excavation, and related activities, including those set forth by the City of Madera;
- Impact analysis will include:
 - Discussion of the potential for construction of the project to expose people or structures to potential substantial adverse effects as a result of local and regional seismic events, including impacts associated with fault rupture, strong ground shaking, or seismically-induced ground failure such as liquefaction and likely source(s) of such impacts;
 - Description of proposed grading and earthmoving activities, including location, depth of excavation, quantity of earth to be moved, disposal of excavated materials, and composition of imported materials, if available;
 - Analysis of the ability of the Site to physically support the proposed structures and infrastructure based on the local soil characteristics and related site stability conditions; and
 - Identification of mitigation measures and/or engineering recommendations, as appropriate.
 - The impacts resulting from geology, seismicity and soils will be evaluated in terms of significance criteria whose significance to geology, seismicity, and soils impacts will be developed based on the CEQA guidelines. Generally feasible mitigation measures will be proposed based on the significance of potential impacts.

g. Greenhouse Gas Emissions

Typically, an individual project does not generate sufficient greenhouse gas emissions to influence global climate change significantly on its own; therefore, the issue of global climate change is cumulative in nature. Implementation of the Specific Plan, through construction and operational activities, would generate greenhouse gas emissions that would cumulatively contribute to global climate change.

The Greenhouse Gas Emissions section of the EIR will discuss, from a multi-disciplinary perspective, the long-term use of resources associated with Specific Plan development, and will include a technical analysis evaluating the impacts of project-related energy consumption and greenhouse gas emissions. LSA will conduct the following tasks as part of this analysis:

- **Describe existing environmental setting.** LSA will summarize up-to-date information related to global climate change, along with the climate/meteorological conditions in the project vicinity, and the State, regional, and local setting.
- **Describe existing regulatory framework.** The existing regulatory framework for global climate change will identify applicable federal, State, and SJVAPCD policies, regulations, and programs.
- **Assess project greenhouse gas emissions.** According to Section 15183.5 of the State's CEQA Guidelines, a jurisdiction is allowed to analyze and mitigate the significant effects of greenhouse gas emissions at a programmatic level by adopting a plan for the reduction of greenhouse gas

emissions. The City of Madera's Climate Action Plan (CAP), adopted September 2015, meets the CEQA Guidelines' requirements for a Qualified Greenhouse Gas Reduction Strategy. Therefore, the Specific Plan's greenhouse gas emissions would not be considered significant if it would be consistent with the City's CAP. LSA will evaluate the Specific Plan's consistency with the applicable CAP measures identified in Appendix E of the City's CAP to determine if the proposed Specific Plan would result in a significant impact related to greenhouse gas emissions.

- **Identify mitigation measures.** LSA will identify, where necessary, practical mitigation measures to address any significant project or cumulative impacts and to ensure consistency with the City's CAP. Mitigation may be drafted as Specific Plan implementation policies and could include sustainable development practices and design measures such as transportation demand management measures, site disturbance reduction measures, energy conservation measures and renewable energy sources, solid waste reduction measures, sustainable solid waste management practices, and water conservation and efficiency measures.

h. Hazards and Hazardous Materials

Geosyntec will prepare the Hazards and Hazardous Materials section of the EIR. With the understanding that the project applicant will provide a Hazardous Materials Assessment (HMA), it is anticipated that the HMA will be performed in general accordance with applicable sections of the ASTM E1527-131 guidance and EPA Standards and Practices for All Appropriate Inquiries (AI) and the results will be documented in one HMA report for the project site. The results of the HMA will be utilized for the Hazards and Hazardous Materials section of the EIR. The EIR section will address the objectives described above and include the following:

- Evaluation of historical and existing conditions to include:
 - The potential hazards associated with past and current uses of the project area and the existing and past use, storage, and disposal of hazardous materials at the Site based on the HMA findings;
- Impact analysis to include:
 - The potential hazards and the potential use, storage, and disposal of hazardous materials associated with future project construction and future project use; and
 - The extent to which hazardous materials may create a hazard to on-site and off-site locations, with particular attention to sensitive receptors in the project area (e.g., schools).

i. Hydrology and Water Quality

The development of the proposed project will include grading, which will change the existing drainage characteristics of the site and existing drainage facilities serving the site. Geosyntec will prepare the Hydrology and Water Quality section of the EIR. The Hydrology and Water Quality section will be based on information from public databases as well as any relevant technical reports or environmental applications that have already been prepared for the project, such as geotechnical/soils or drainage reports. The EIR section will include the following:

- Evaluation of existing conditions to include:
 - Summary of the Site's existing condition environmental setting with respect to geology, climate/hydrology, runoff patterns, existing stormwater infrastructure, and surface water quality. This analysis will be completed via desktop screening.
 - Summary of the existing regulatory setting relating to hydrology and water quality.
- Impact analysis to include:
 - Summary of proposed project design features to mitigate any potential impacts (e.g., any interim and/or permanent drainage facilities and detention facilities, storm drain system upgrades, or other stormwater Best Management Practices [BMPs]).
 - A summary of potential hydrology and water quality impacts:
 - How the project's construction activities and operations will affect the quantity and quality of stormwater runoff;
 - A description of any associated impacts on the local stormwater system with respect to flood control; and
 - A discussion of any potential groundwater impacts.

j. Land Use and Planning

The proposed project is located in unincorporated Madera County, and is zoned for agricultural uses and public open space. The project would require annexation to the City of Madera.

LSA will describe the land uses on and surrounding the project site and will identify potential land use conflicts that could occur with implementation of the proposed project. Existing on-site and surrounding land uses will be described based on review of aerial maps, information gathered on the site visit, and information provided by the City and the project applicant. Land uses will be graphically mapped.

In addition, this section will include a comprehensive discussion of applicable local and regional planning documents and land use policies relevant to the project area. The proposed project will be compared to the policies and guidelines adopted by the City of Madera and Madera County (as applicable). Land use plan compliance and conflicts will be described and procedural mitigation will be outlined, as appropriate. Any policy inconsistencies and potential planning conflicts will be identified in a table format, and the potential policy conflicts will be described in greater textual detail. Under CEQA, policy conflicts in and of themselves (in the absence of direct physical effects) are not considered to have a significant effect on the environment, and will therefore be differentiated from impacts described in the other topical sections of the EIR. Any physical impacts associated with policy conflicts will be addressed in the appropriate technical sections of this chapter (e.g., Air Quality, Noise).

k. Noise

The proposed project would generate new vehicle trips in the project vicinity which could expose existing residents to an unacceptable increase in noise levels. In addition, construction activities could result in short-term increases in noise and vibration levels. A technical acoustical analysis will be prepared to assess the potential effects of the proposed project on the existing and future noise environments in the vicinity of the Specific Plan and to determine whether the project would result in exposure of individuals to unacceptable noise levels. The following tasks will be undertaken as part of the noise analysis:

- **Describe existing regulatory framework.** Applicable State of California and City of Madera noise and land use compatibility criteria for the project area will be identified. Noise standards including General Plan Noise Element Policies and the City Noise Ordinance will be discussed.
- **Document existing noise conditions.** Existing sources of noise in the vicinity of the Specific Plan, such as traffic on adjacent roadways, will be identified. Existing noise-sensitive land uses in the project site vicinity will also be identified using aerial images and field reconnaissance. Existing noise conditions will be documented through the ambient noise monitoring at up to eight locations within the Specific Plan area.
- **Assess short-term construction impacts.** Noise impacts from construction of the proposed project on adjacent land uses will be analyzed by phase based on available project-specific construction information provided to LSA. Where information is not available, LSA will provide equipment estimates based on default values in CalEEMod. Noise emission levels recommended by the U.S. Environmental Protection Agency will be used to ascertain the noise generated by specific types of construction equipment. The construction noise impact will be evaluated in terms of maximum levels (L_{max}) and/or hourly equivalent continuous noise levels (Leq) and their frequency of occurrence. The impact analysis will be based on the sensitivity of the area and the requirements of the Noise Ordinance. Avoidance, minimization, and mitigation measures will be identified to address potential adverse construction-related short-term noise impacts on sensitive receptors.
- **Calculate project and cumulative operational impacts.** Using the traffic analysis prepared for the project, LSA will evaluate noise impacts from project-related and cumulative vehicular trips by phase, using the U.S. Federal Highway Traffic Noise Prediction Model (FHWA-RD-77-108). Model input data will include average daily traffic levels, day/night percentages of autos, medium and heavy trucks, vehicle speeds, ground attenuation factors, and roadway widths. Projections of the future Day-Night Average Noise Level (L_{dn}) along selected roadway and highway segments by project phase will be provided in a table format to show the relationship between vehicle-related noise and distance from the roadway. In addition, where specific information can be provided, LSA will quantitatively analyze operational impacts from stationary noise sources, such as new mechanical equipment such as HVAC systems, and any other project-related noise associated with the land uses identified in the Specific Plan. Both stationary and mobile operational noise impacts for both on-site and off-site sensitive land uses will be assessed.

- **Identify noise reduction measures.** As warranted, LSA will identify practical measures by phase to address significant project or cumulative noise impacts. Measures designed to reduce interior and exterior noise levels to meet applicable standards will be identified as necessary. Measures may be designed as Specific Plan policies, if warranted. Any measures required to reduce the project's short-term construction and/or long-term noise impacts to acceptable levels will also be identified. Both an evaluation of the potential measures and a discussion of their effectiveness will be provided.

I. Population and Housing

The proposed project would result in the development of new housing units on currently undeveloped parcels and directly result in population growth within the City of Madera and Madera County. The existing demographics of the area will be identified and described based on the most current data available, including the General Plans, Department of Finance population and housing estimates, and Census data. Population growth associated with the proposed project will be determined through the preparation of the project description in consultation with the City. LSA will assess the population and housing impacts that will be created by the proposed project, only to the extent that they will directly or indirectly result in physical changes to the environment.

m. Public Services and Recreation

The proposed project would increase demand for fire, police, and park/recreational services within the City. The EIR will include a concise summary of each agency that would provide service to the site, their individual responsibilities, and existing service constraints. LSA will review the General Plan EIR, as well as other background reports and then contact each service provider to determine if they have any concerns about providing services to the project or physical constraints to doing so. The assessment in the EIR will examine the demand for services generated by the change in use on the site, and the physical impacts of this demand on existing public services. The need for coordination among facility and service providers and the project applicant for on- or off-site improvements (if any) will be addressed to ensure that any potentially significant impacts are mitigated to less-than-significant levels.

n. Transportation and Traffic

Following Task 1.d, Work Program Refinement, and Task 3, Caltrans Consultation, LSA will prepare a detailed scope of work for traffic analysis of the proposed project. LSA will request a development plan that includes proposed land use, phasing, internal roadways, and intersections with the arterial roadway network. Based on the development plan, LSA will prepare a list of intersections recommended for inclusion in the study area. LSA will present the detailed scope of work to the City for review and comment. LSA will then revise the scope of work based on City comment. The following outlines the areas that will be included in the detailed scope of work.

- **Site Design.** The General Plan Circulation Element makes it clear that improved mobility of pedestrians and bicycles is a goal of the citizens and City of Madera. Consistent with the goals and policies of the General Plan Circulation Element, LSA will provide a brief overview review the Village D development plan for internal connection of bicycle and pedestrian networks. The development plan review will roughly consider whether the internal facilities have sufficient and

appropriate connection to citywide bicycle and pedestrian networks. The goal of reviewing the development plan is to ensure that the City's citizens inhabiting Village D will have a reasonable choice of alternative transportation between land uses within project area.

- **Study Area.** The traffic analysis completed as part of the latest General Plan update focused on the performance of roadway segments. LSA believes that an analysis focused on the performance of intersections presents a better opportunity to assess the traffic impacts of a project of this magnitude and to determine phasing of necessary improvements. As such, LSA recommends a study area comprised of the following three elements (and to be confirmed with the City as part of the scope of work).
 - **General Plan Consistency.** For comparison back to the analysis of the General Plan, LSA recommends reexamining the 11 roadway segments west of SR-99 and between Avenue 18 ½ and Avenue 14 in the study area. The mainline segments of SR-99 analyzed in the General Plan should be reexamined as well, although LSA anticipates that the previous conclusion that these segments would operate at LOS F in the horizon year will be repeated.
 - **Intersections.** In the detailed scope of work, after review of the development plan, LSA will identify intersections between the planned roadways and the arterial network that should be included in the study area. Intersections of arterials between Village D and SR-99 should also be included in the study area. Specifically, the study area should include the critical intersections mentioned in the Circulation Element, including Cleveland/Gateway/Country Club and Howard Avenue at Pine Street. The RFP response to questions also indicated that intersections along Road 23 between Avenue 18 ½ and Cleveland Avenue, intersections along Avenue 17 between Road 23 and Airport Drive, and intersections along Cleveland Avenue between Road 23 and Westberry Boulevard should be included in the study area. LSA's budget assumes that up to 20 intersections would be included in the study area.
 - **Caltrans facilities.** The traffic analysis for the General Plan stated that SR 99 mainline segments are anticipated to operate at LOS F. These mainline facilities will be included in the study area but will not be as useful in determining potential project impacts as examining the performance of SR 99 interchanges. LSA recommends including four pairs of ramp intersections in the study area. These would be the ramp intersections of SR 99 at: Avenue 18 ½, Avenue 17, Gateway Drive, and Cleveland Avenue.
- **Traffic Volume Data.** LSA will contract with an independent data collection company to collect peak hour intersection turn volume and 24-hour roadway volumes throughout the study area. Freeway mainline volume will be queried from Caltrans volume reports or Caltrans Performance Measurement System (PeMS). Data collected will represent the existing conditions and will be inputs for the necessary traffic modeling.
- **Traffic Modeling.** Future traffic volume data will need to be developed using the Madera County Transportation Commission (MCTC) travel demand forecasting (TDF) model. LSA will coordinate as necessary with MCTC regarding model inputs and outputs. At this time LSA believes that the developer of the MCTC TDF model will incorporate the necessary land use and transportation network changes into the existing model and prepare the special model runs under their

contract with the City or MCTC and outside of the budget for the traffic study. However, LSA has the capability to operate traffic models in house and can incorporate modeling efforts into the detailed scope of work if requested by the City. Traffic model output that will be requested includes a select zone assignment, loaded network plots, and vehicle miles traveled.

Madera is part of the California High Speed Rail initial operating segment from San Jose to Fresno. The Madera station is currently planned at the location of the existing Amtrak station, which is located approximately three miles east of SR 99. Given the distance from the study area, LSA will confirm with the City whether or not California High Speed Rail would need to be accounted for in the traffic model data or the trip distribution for Village D.

- **Analysis.** LSA will post process traffic model output. Future intersection turn volumes will be calculated using methodology published in National Cooperative Highway Research Program (NCHRP) Report 255. Traffic volumes for interim years will be developed using straight-line interpolation. LSA anticipates that the traffic analysis could include comparisons of without and with project conditions in the existing scenario, buildout scenario, and three interim (phased) years.

Roadway segments will be analyzed using volume-to-capacity methodology. Arterial intersection performance will be analyzed using the City's preferred methodology (e.g., intersection capacity utilization (ICU) or highway capacity manual (HCM) methodology for signalized intersections). Freeway ramp intersections will also be analyzed using HCM methodology. For each scenario, LSA will identify intersections anticipated to operate at an unsatisfactory level of service, project impacts, facility improvements that would be required to return intersections or roadway segments to a satisfactory level of service, and project fair share of those improvements.

By examining up to three interim years, LSA will be able to determine the phasing of improvements. LSA will present the phasing of infrastructure improvements according to number of dwelling units.

- **Report.** LSA will prepare a comprehensive traffic analysis that satisfies the City requirements and in support of CEQA. This analysis will be submitted to the City for review. One revision of the study is included in the anticipated budget. LSA will prepare the EIR Transportation section based on the revised traffic study.

o. Utilities and Service Systems

MKN & Associates will review the 2014 Master Plans and identify the water system improvements required to serve the Village D development. MKN will also review the land uses, analysis criteria, and assumptions used as the basis of the water demand estimates, sewer loads, and runoff calculations from the 2014 Master Plans and compare with the currently proposed land uses identified in the Specific Plan. If MKN finds any significant discrepancies, MKN will update the projected water demand, sewer loads, and stormwater runoff from the development. Using the updated information, MKN will perform hydraulic analyses of the utility infrastructure improvements required to serve the development and validate whether the improvements identified in the 2014 Master Plans remain adequate. If new deficiencies are identified, MKN will determine additional improvements required

to adequately serve the development. If needed, MKN will meet with the City to review the additional system deficiencies identified and review the recommended additional improvements with the City for approval. The final utility infrastructure improvements required to serve the development will be summarized in a stand-alone report that can be used by LSA for incorporation into the EIR or referenced as an attachment to the EIR. Cost information will be based on costs stated in the 2014 Master Plans with an escalation factor.

Water Supply Assessment

MKN will prepare a water supply assessment (WSA) for the project and prepare a WSA report conforming to the requirements of Senate Bill 610 (SB 610) and the "Guidebook for Implementation of Senate Bill 610 and Senate Bill 221 of 2001." The assessment will specifically address the following issues:

- Documentation of wholesale water supplies
- Documentation of all water supplies and water usage, including groundwater
- Documentation of project demands
- Documentation of dry years(s) supply
- Documentation of dry year(s) demand
- Determination of water supply sufficiency

MKN will compile and review available previous studies/reports/information that pertain to the City's water facilities, water demands, and the proposed project. Data from the 2014 Master Plan reports, the City's General Plan, and the Urban Water Management Plan will be used as the basis of the information used for the WSA. MKN will utilize the information gathered to evaluate the sufficiency of the City's water supply and ability of the City to serve the project under normal and drought conditions over the next 20 years. MKN will develop a Draft WSA report for review by LSA and the City. Comments received will be incorporated into a final WSA for incorporation into the EIR.

p. Energy Conservation

Based upon energy consumption estimates provided in CalEEMod, LSA will predict natural gas, electrical demand, and fuels (gasoline and diesel) needed during construction and for buildout of the Specific Plan. LSA will include this information in the CEQA Guidelines Appendix F Energy Consumption Worksheet for use in the EIR analysis of energy for the proposed project. This section will summarize energy use, State measures that reduce energy consumption or increase renewable energy sources available to the proposed project, and project-initiated reduction measures related to energy efficiency or renewable energy that reduce energy consumption and/or reduce GHG emissions associated with energy. The final energy analysis report will be provided as an appendix to the EIR substantiating the summaries within the energy conservation section of the EIR.

q. Alternatives Analysis

The LSA team will identify and evaluate up to three alternatives to the proposed project, one of which will be the CEQA-required No Project Alternative. According to the CEQA Guidelines, alternatives can be evaluated in less detail than the project, and the discussion for each issue topic will be of sufficient detail to evaluate the benefits and drawbacks of each alternative, and to provide some qualitative conclusions regarding the alternatives. A summary table will be included in this section that identifies the level of significance of each environmental topic for each alternative as compared to implementation of the proposed project. Based on this analysis, the Environmentally Superior Alternative will be identified (as required by CEQA).

r. CEQA-Required Assessment Conclusions

LSA will prepare the appropriate conclusions to fulfill CEQA requirements by providing an assessment of several mandatory impact categories, including: 1) Growth-inducing impacts; 2) Significant irreversible environmental changes; 3) Unavoidable significant environmental impacts; and 4) Effects found not to be significant.

s. Other Chapters

In addition to the sections described above, the EIR is expected to include the following components:

- Introduction
- Executive Summary
- Project Description
- List of Persons and Organizations Contacted
- Bibliography
- Technical Appendices

Task 6: Draft EIR

Screencheck Draft EIR

Based on the City's comments, LSA will amend the Administrative Draft EIR and prepare a Screencheck Draft for final review. One digital version (Word and PDF formats) of the Screencheck Draft will be provided. A PDF compare version that shows changes between the two drafts in underline and strikeout will also be provided for review by the City to verify that all requested changes have been made and all appendix materials, references, and final graphics are acceptable.

We have allotted time for responding to changes; however, if this task exceeds the cost allotted in the budget due to changes in project description or requests for additional analysis that are not necessary to prepare a legally adequate document, the additional cost would be billed on a time and materials basis (or use of contingency funds would be requested).

Public Review Draft EIR

LSA will amend the Screencheck Draft EIR. LSA will produce a total of 45 copies of the Public Review Draft EIR, with at least 20 bound copies. Digital versions will also be prepared in PDF formats and will be distributed to the City for website posting and via up to 30 thumb drives. All appendix materials will be provided on a compact disk (CD) to be attached to the inside back cover of the bound Draft EIR copies.

As described below in Task 11, CEQA Notices, LSA will prepare the notices required for distribution of the Draft EIR. Prior to publication of the Public Review Draft EIR, LSA will prepare the Notice of Availability (NOA) and Notice of Completion (NOC). LSA will be responsible for distribution of the Draft EIR to the State Clearinghouse as well as State agencies (as specified by the City). The City will be responsible for local distribution and noticing.

Administrative Record

Based on the anticipated level of public interest in this project, LSA believes that it would be prudent to compile the Administrative Record for the EIR references and provide the appropriate documentation to the City as part of the Public Review Draft EIR. This task will include compilation of the Administrative Record in a binder format, organized by subject. Electronic files of the documentation will also be provided on a CD.

Task 7: Administrative Final EIR

The LSA team will formulate responses to written comments on the Draft EIR, including review period comments received from the public and agencies. The Administrative Draft Response to Comment Document will include: 1) a list of persons, organizations, and public agencies commenting on the Draft EIR; 2) copies of written comments received; 3) responses to environmental comments raised in the review process; and 4) any necessary text, table or figure changes to the Draft EIR. LSA will discuss the best approach to the responses document with the City following the close of the comment period.

Our budget estimate shows the level of professional effort assumed for this task (see Task 7 in Table 2 included separately). Should an unexpectedly large volume of comments be submitted (e.g., an organized letter-writing campaign by project opponents or a substantial package of comments by a law firm representing labor union interests), an adjustment in the budget (and/or use of contingency funds) to cover work beyond the assumed level would be needed. LSA will submit five (5) bound copies and one digital version (in MS Word and PDF formats) of the Administrative Final EIR for City review.

Task 8: Final EIR

After review by City staff and transmittal of suggested revisions, LSA will amend the Administrative Final EIR and prepare a Screencheck version for final review by City staff. One digital version (Word and PDF formats) of the Screencheck Draft will be provided. A PDF compare version that shows changes between the two drafts in underline and strikeout will also be provided for review by the City to verify that all requested changes have been made.

Upon completion of the Final EIR, LSA will produce up to thirty (30) bound copies and one (1) unbound copy. Digital versions will also be prepared in PDF formats and will be distributed to the City for website posting. The Final EIR will be distributed to the public and commenting agencies a minimum of 10 days prior to any public hearings on the Final EIR. LSA will also provide any additional reference materials in PDF format and update the Administrative Record as needed.

Upon project approval and certification of the Final EIR, LSA will prepare a Notice of Determination (NOD) for filing and distribution by the City.

Task 9: Meeting Attendance

Ashley Davis, Kyle Simpson, and LSA staff, as appropriate, will be available to meet with the project team to gather information, review progress, discuss project alternatives, review preliminary findings, discuss staff comments, and offer input into any discussions on project modifications. The proposed cost estimate includes attendance by both Ashley and Kyle at the project start-up meeting and the NOP scoping meeting(s) as detailed under Task A. In addition, we have budgeted (under this task) for attendance at up to four in-person or teleconference team meetings, the agendas and issues to be determined. In addition, Ashley and/or Kyle will attend up to three public hearings, which includes the Planning Commission Draft EIR hearing and Final EIR certification hearings before the Planning Commission and City Council. Additional meetings can be added to the scope as additional services.

We suggest that a bi-weekly standing teleconference also be established. Attendees would be Ashley and Kyle (and select EIR team technical staff on an as-needed basis) as well as senior staff from the City and members of the applicant team. In the event that we all agree that any standing call is unnecessary, it could be canceled the day before. Team communication will be critical throughout the environmental review process and setting a day, time and frequency would avoid the effort required to set-up unscheduled calls. LSA will be responsible for organizing and hosting the teleconferences. LSA will also prepare an agenda and meeting notes for all in-person meetings and teleconferences.

Task 10: Mitigation Monitoring and Reporting Program

LSA will also prepare a Mitigation Monitoring and Reporting Program. We will identify responsibility for implementing and monitoring each mitigation measure, along with monitoring triggers and reporting frequency, subject to approval by City staff. Monitoring will be dovetailed with existing processes of project development and review.

Task 11: CEQA Notices

As described above, LSA will be responsible for preparing the following CEQA-requirements:

- Notice of Preparation (to be completed under Task 2)
- Notice of Availability

- Notice of Completion
- Notice of Determination

Task 12: Findings

LSA will prepare draft CEQA Findings, Facts in Support of Findings, and a Statement of Overriding Considerations (if necessary). The Findings will include the following: a record of proceedings for the City's decision on the project, a summary description of the project; identification of potentially significant effects of the project which were determined to be mitigated to a less-than-significant level; identification of significant impacts that cannot be mitigated to a less-than-significant level even though all feasible mitigation measures have been identified and incorporated into the project; identification of the project's potential environmental effects that were determined not to be significant, and do not require mitigation; cumulative effects; feasibility of project alternatives; and, the City's Statement of Overriding Considerations (if Significant Unavoidable Impacts are identified).

Task 13: Project Management

Ashley Davis and Kyle Simpson will undertake a variety of general project management tasks throughout the process of preparing the EIR and presenting it to decision-makers.

Ashley will provide input on scope, budget, and scheduling of the project, and quality assurance for all work undertaken. She will review all subconsultant submittals and in-house prepared text, tables, and graphics before these materials are presented to the City as administrative review documents. She will be available for consultation on CEQA procedural matters as well as application of the CEQA Guidelines to this project.

Kyle will be in charge of day-to-day activities associated with the project. Project management tasks include regular client contact; oversight of subconsultants and team members; schedule coordination; contract negotiation and management; and development of products. As Project Manager, Kyle will attend all meetings and maintain a project schedule. Kyle will monitor the project budget in light of progress in the project schedule and will communicate any potential deviations with the City in a timely manner. He will also provide direction to all team members that will ensure an internally-consistent, coherent document.

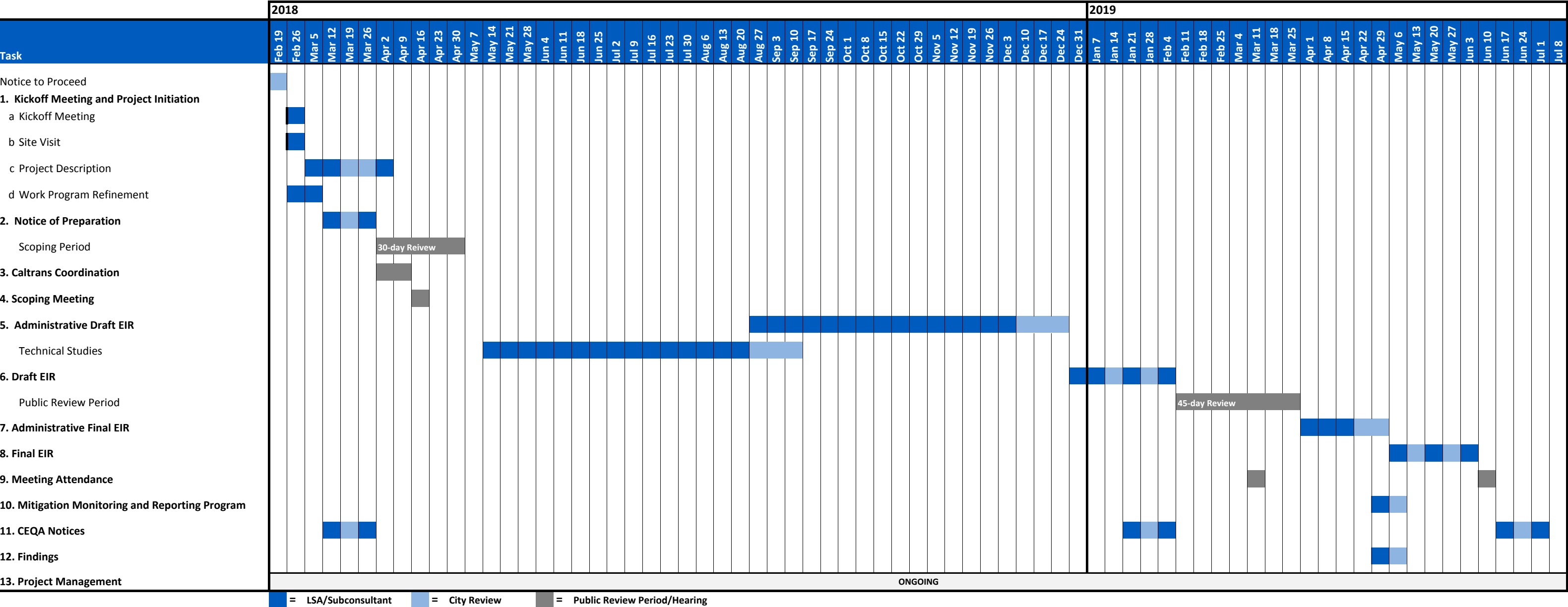
This page intentionally left blank

5.0 SCHEDULE

The preliminary work schedule for preparation and completion of the EIR is shown in Table 2. This schedule is consistent with the schedule provided as Attachment 2 of the Request of Proposals. We expect that this schedule could be adjusted to meet the environmental review objectives of the City and the applicant team. As described under Task 1, the project schedule will be reviewed at the start-up meeting.

This page intentionally left blank

Table 2: EIR Preliminary Work Schedule



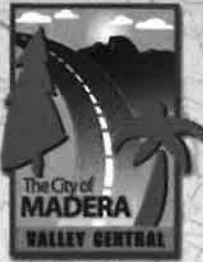
This page intentionally left blank

Table 1: Village D Specific Plan EIR Cost Estimate

LABOR COSTS																																			
	LSA Associates, Inc.																							LSA Total	Geosyntec						MKN & Associates				Team Total
	Project Management & Key Staff			Agricultural Resources		Air Quality, GHG, Noise, & Energy Conservation		Biological Resources				Cultural Resources				Transportation				GIS, Graphics, & Document Management					Geology/Hazards & Hazardous Materials/Hydrology						Utilities & Water Supply Assessment				
Hourly Rate:	Principal-in-Charge (Davis)	Project Manager (Simpson)	Planner (Carlucci)	Principal, Agricultural Resources (Reading)	Env. Planner, Agricultural Resources (Girard-Sanders)	Principal, AQ/GHG/Noise (Fischer)	Associate, Energy/Climate Change (Hendrix)	Principal, Biological Resources (Bray)	Senior Biologist (Trueblood)	Wildlife Biologist (Williams)	Botanist/GIS/Graphics (Van Zuuk)	Principal, Cultural Resources (Pulcheon)	Senior Cultural Resources Manager (Vallaire)	Cultural Resources Manager (Sanchez)	Cultural Resources Analyst (Falke)	Principal, Transportation (Wilhelm)	Associate, Transportation (Black)	Transportation Engineer (Liu)	Assistant Transportation Planner (Yahata)	GIS	Document Management (Hanshaw)	Production/Document Management (Powers)	Graphics and Production (Linder)	Principal	Senior	Senior Staff	GIS	Administrative Assistant	Geosyntec Total	Project Manager	Water Resources Planner	Administrative Assistant	MKN & Associates Total		
	\$225	\$160	\$95	\$180	\$95	\$190	\$240	\$195	\$130	\$110	\$90	\$185	\$130	\$105	\$90	\$220	\$150	\$140	\$90	\$120	\$110	\$95	\$115	\$220	\$198	\$135	\$95	\$50		\$180	\$140	\$55			
Task 1. Kickoff Meeting and Project Initiation																																			
(a) Kick-off Meeting	8	8																						\$3,080						\$0			\$0	\$3,080	
(b) Site Visit		2	2																					\$510						\$0			\$0	\$510	
(c) Project Description	2	8	6																		2		2	\$2,750						\$0			\$0	\$2,750	
(d) Work Program Refinement		4																						\$640						\$0			\$0	\$640	
Subtotal for Task 1	10	22	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	2	\$6,980	0	0	0	0	0	\$0	0	0	0	\$0	\$6,980
Task 2. Notice of Preparation																																			
Subtotal for Task 2	1	4	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$1,435	0	0	0	0	0	\$0	0	0	0	\$0	\$1,435
Task 3. Caltrans Consultation																																			
Subtotal for Task 3	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	2	8	0	0	0	0	0	0	\$2,280	0	0	0	0	0	\$0	0	0	0	\$0	\$2,280
Task 4. Scoping Meeting																																			
Subtotal for Task 4	8	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$2,760	0	0	0	0	0	\$0	0	0	0	\$0	\$2,760	
Task 5. Administrative Draft EIR																																			
(a) Aesthetics	1	2	6																		22	4		\$1,115						\$0			\$0	\$1,115	
(b) Agriculture Resources	2	2		10	100																		\$15,150						\$0			\$0	\$15,150		
(c) Air Quality	2	2	48			8	8																\$8,770						\$0			\$0	\$8,770		
(d) Biological Resources	1	2						7	17	87	11												\$14,680						\$0			\$0	\$14,680		
(e) Cultural Resources and Tribal Cultural Resources	1	2										8	60	50	8							4	\$16,175						\$0			\$0	\$16,175		
(f) Geology and Soils	1	2																					\$545	2	24	24	8	4	\$9,392				\$0	\$9,937	
(g) Greenhouse Gas Emissions	2	2	32			8	8																\$7,250						\$0			\$0	\$7,250		
(h) Hazards and Hazardous Materials	1	1																					\$385	2	24	16	8	4	\$8,312				\$0	\$8,697	
(i) Hydrology and Water Quality	1	1																					\$385	2	24	32	16	4	\$11,232				\$0	\$11,617	
(j) Land Use and Planning	2	2	6																				\$1,340						\$0			\$0	\$1,340		
(k) Noise	2	2	44			8	8																\$8,390						\$0			\$0	\$8,390		
(l) Population and Housing	1	2	6																				\$1,115						\$0			\$0	\$1,115		
(m) Public Services and Recreation	1	2	6																				\$1,115						\$0			\$0	\$1,115		
(n) Transportation and Traffic	2	4														30	98	77	356				\$65,210						\$0			\$0	\$65,210		
(o) Utilities and Service Systems	1	2	6																				\$1,115						\$0	69	144	16	\$33,460	\$34,575	
(p) Energy Conservation	1	1	16				8																\$3,825						\$0			\$0	\$3,825		
(q) Alternatives Analysis	4	12	32																				\$5,860						\$0			\$0	\$5,860		
(r) CEQA-Required Assessment Conclusions	1	2	6																				\$1,115						\$0			\$0	\$1,115		
(s) Other Chapters	1	12	32																		8	20	\$8,365						\$0			\$0	\$8,365		
Subtotal for Task 5	28	57	240	10	100	24	32	7	17	87	11	8	60	50	8	30	98	77	356	22	12	4	20	\$161,905	6	72	72	32	12	\$28,936	69	144	16	\$33,460	\$224,301
Task 6. Draft EIR																																			
Subtotal for Task 6	8	22	32	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	0	16	\$10,640	0	0	0	0	0	\$0	0	0	0	\$0	\$10,640
Task 7. Administrative Final EIR																																			
Subtotal for Task 7	8	32	40	0	0	0	0	0	0	0	0	0	0	0	0	2	12	0	0	0	4	0	8	\$14,320	0	0	0	0	0	\$0	0	0	0	\$0	\$14,320
Task 8. Final EIR																																			
Subtotal for Task 8	4	24	34	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	8	\$9,110	0	0	0	0	0	\$0	0	0	0	\$0	\$9,110

Table 1: Village D Specific Plan EIR Cost Estimate

LABOR COSTS																																				
	LSA Associates, Inc.																								LSA Total	Geosyntec						MKN & Associates				Team Total
	Project Management & Key Staff			Agricultural Resources		Air Quality, GHG, Noise, & Energy Conservation		Biological Resources				Cultural Resources				Transportation				GIS, Graphics, & Document Management				Geology/Hazards & Hazardous Materials/Hydrology						Utilities & Water Supply Assessment						
Hourly Rate:	Principal-in-Charge (Davis)	Project Manager (Simpson)	Planner (Carlucci)	Principal, Agricultural Resources (Reading)	Env. Planner, Agricultural Resources (Girard-Sanders)	Principal, AQ/GHG/Noise (Fischer)	Associate, Energy/Climate Change (Hendrix)	Principal, Biological Resources (Bray)	Senior Biologist (Trueblood)	Wildlife Biologist (Williams)	Botanist/GIS/Graphics (Van Zuuk)	Principal, Cultural Resources (Pulcheon)	Senior Cultural Resources Manager (Vallaire)	Cultural Resources Manager (Sanchez)	Cultural Resources Analyst (Falke)	Principal, Transportation (Wilhelm)	Associate, Transportation (Black)	Transportation Engineer (Liu)	Assistant Transportation Planner (Yahata)	GIS	Document Management (Hanshaw)	Production/Document Management (Powers)	Graphics and Production (Linder)		Principal	Senior	Senior Staff	GIS	Administrative Assistant	Geosyntec Total	Project Manager	Water Resources Planner	Administrative Assistant	MKN & Associates Total		
	\$225	\$160	\$95	\$180	\$95	\$190	\$240	\$195	\$130	\$110	\$90	\$185	\$130	\$105	\$90	\$220	\$150	\$140	\$90	\$120	\$110	\$95	\$115		\$220	\$198	\$135	\$95	\$50		\$180	\$140	\$55			
Task 9. Meeting Attendance																																				
Subtotal for Task 9	16	24	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$8,200	0	0	0	0	0	\$0	6	0	0	\$1,080	\$9,280	
Task 10. Mitigation Monitoring and Reporting Program																																				
Subtotal for Task 10	1	2	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$1,115	0	0	0	0	0	\$0	0	0	0	\$0	\$1,115	
Task 11. CEQA Notices																																				
Subtotal for Task 11	1	2	10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	\$1,725	0	0	0	0	0	\$0	0	0	0	\$0	\$1,725	
Task 12. Findings																																				
Subtotal for Task 12	6	12	18	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$4,980	0	0	0	0	0	\$0	0	0	0	\$0	\$4,980	
Task 13. Project Management																																				
Subtotal for Task 13	20	60	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$14,100	0	8	0	0	6	\$1,884	0	0	0	\$0	\$15,984	
TOTAL LABOR	111	271	402	10	100	24	32	7	17	87	11	8	60	50	8	34	118	77	356	22	24	4	56	\$239,550	6	80	72	32	18	\$30,820	75	144	16	\$34,540	\$304,910	
DIRECT COSTS																																				
1. Travel, Deliveries, Communication																								\$512	\$0						\$380				\$892	
2. Maps; Plans; Reports; Database Searches, Traffic Counts																								\$11,550	\$0						\$0				\$11,550	
3. Printing and Graphic Reproduction																								\$3,000	\$0						\$0				\$3,000	
TOTAL DIRECT COSTS																								\$15,062	\$0						\$380				\$15,442	
TOTAL LSA TEAM BUDGET WITHOUT CONTINGENCY																																				
TOTAL LSA TEAM BUDGET (WITHOUT CONTINGENCY)																								\$254,612	\$30,820						\$34,920				\$320,352	
CONTINGENCY FUNDS																																				
CONTINGENCY AT 5 PERCENT																								\$16,000												
TOTAL LSA TEAM BUDGET WITH CONTINGENCY																																				
TOTAL LSA TEAM BUDGET (WITH CONTINGENCY)																								\$336,352												
OPTIONAL TASKS																																				
1. AB 52 Consultation																								\$2,100												
TOTAL OPTIONAL COSTS																								\$2,100												



[Return to Agenda](#)

REPORT TO CITY COUNCIL

COUNCIL MEETING OF April 4, 2018

AGENDA ITEM NUMBER C-3

APPROVED BY:

FOR: 
DEPARTMENT DIRECTOR

CITY ADMINISTRATOR

SUBJECT: APPROVAL – RES. NO. 18-___ APPROVING THE FINAL MAP FOR THE VARBELLA ESTATES 1 SUBDIVISION AND AUTHORIZING EXECUTION OF SUBDIVISION AGREEMENT AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY

APPROVAL – RES. NO. 18-___ APPROVING ANNEXATION OF THE VARBELLA ESTATES 1 SUBDIVISION INTO ZONE OF BENEFIT 39; CONFIRMING THE DIAGRAM AND ASSESSMENTS FOR CITY WIDE LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT ZONE OF BENEFIT 39 FOR FISCAL YEAR 2018/2019; AND AUTHORIZING THE CITY CLERK TO FILE THE DIAGRAM AND ASSESSMENT WITH THE MADERA COUNTY AUDITOR

RECOMMENDATION:

That the City Council approve:

1. Resolution No. 18-___:
 - a. Approving the Final Map for the Varbella Estates I Subdivision.
 - b. Approving Agreement for the Construction of Improvements for the Varbella Estates I Subdivision.

Engineering

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

www.cityofmadera.ca.gov

- c. Authorizing staff to record the Final Map and Subdivision Agreement for the Construction of Improvements for the Varbella Estates I Subdivision.
 - d. Accepting the dedication of land for public use.
 - e. Approving Statement of Covenants Affecting Land Development.
2. Resolution No. 18-_____ Approving Annexation of Varbella Estates I Subdivision into Landscape and Lighting Assessment District Zone of Benefit 39 of City Wide Landscape Maintenance District; confirming the Diagram and Assessment for Fiscal Year 2018/2019; and Authorizing the City Clerk to File the Diagram and Assessment with the Madera County Auditor.

SUMMARY:

The Planning Division on October 11, 2017 approved Tentative Subdivision Map No. TSM 2016-01 for the Varbella Estates I Subdivision ("Project"). The map was later amended on November 14, 2017. The Subdivider is now ready to proceed with development of the Project.

SITUATION:

The Final Map for Varbella Estates I Subdivision has been checked and approved by the City Engineer. The Final Map substantially complies with the approved tentative map. All taxes will be paid prior to recording of the Final Map. Bonds and insurance requirements will be provided as part of the encroachment permit process.

The subdivider, DMP Development Corp., A California Corporation, and Valley Land Development, A California Limited Liability Company has signed a Landowner's Consent for annexation into Zone of Benefit 39 of City Wide Landscape Maintenance District.

FINANCIAL IMPACT:

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

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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

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

RESOLUTION NO. 18-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, APPROVING THE FINAL MAP FOR THE VARBELLA
ESTATES I SUBDIVISION AND AUTHORIZING EXECUTION OF
SUBDIVISION AGREEMENT AFFECTING LAND DEVELOPMENT AND
AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENTS ON
BEHALF OF THE CITY**

WHEREAS, the Planning Commission on October 11, 2016 adopted a negative declaration consistent with Section 15070(a) of the California Environmental Quality Act for the Varbella Estates I Subdivision as part of Tentative Subdivision TSM 2016-01.

WHEREAS, that certain Final Map for the Varbella Estates I Subdivision, prepared by R.W. Greenwood Associates, Inc., for DMP Development Corp., A California Corporation, and Valley Land Development, A California Limited Liability Company having heretofore been certified by the City Engineer that all provisions of the law and of Chapter 2 of Title 10 of the Madera Municipal Code have been complied with and that said subdivision as shown is substantially the same as it appears on the tentative map thereof heretofore approved by the Planning Commission of the City of Madera on October 11, 2016 and as amended on November 14, 2017.

WHEREAS, prior to the delivery of said map and prior to its recordation, the Owner and Subdivider of said subdivision shall enter into and execute an agreement between the City and said Owner and Subdivider for said subdivision which is on file in the office of the City Clerk entitled, "**AGREEMENT FOR THE**

CONSTRUCTION OF IMPROVEMENTS FOR VARBELLA ESTATES I

SUBDIVISION," wherein the Subdivider, in consideration of the approval of said map by the City and the acceptance by the City of the dedication of lands for public use therein contained, shall agree to construct and complete within the time specified in said Subdivision Agreement all street and other improvements required of Subdivider under the provisions of Chapter 2 of Title 10 of the Madera Municipal Code relating to regulations and standards for the subdivision of lands in the City and the preparation of maps thereof, and such street or other improvements designated or mentioned in said Agreement and/or set forth in the plans and specifications for the improvements for the **Varbella Estates I**

Subdivision is on file in the office of the City Engineer; and

WHEREAS, Subdivider shall, and as a condition precedent to the recordation of said Final Map, furnish to the City and file with the City Clerk a good and sufficient improvement security in a form to be approved by the City Attorney, securing the faithful performance by said Subdivider of all work and the construction of all improvements designated or mentioned in said agreement, and also a security in form to be approved by the City Attorney securing the payment by said Subdivider of all bills for labor and materials incurred in the construction of any and all said improvements, and the doing of all other work therein agreed to be done by said Subdivider, within the time therein specified, the amount of said improvement securities to be not less than One Million Seven Hundred Eighty Nine Thousand Five Hundred Fifteen dollars (\$1,789,515); and

WHEREAS, Subdivider shall, and as a condition precedent to the recordation of said Final Map, furnish to the City and file with the City Clerk certificates or policies of public liability and property damage insurance as required in the above mentioned Agreement entitled “**AGREEMENT FOR THE CONSTRUCTION OF IMPROVEMENTS FOR VARBELLA ESTATES I SUBDIVISION,**” as will be filed in the office of the City Clerk.

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

1. The above recitals are true and correct.
2. The Final Map for the **Varbella Estates I Subdivision** is approved.
3. The agreement for the construction of improvements for the **Varbella Estates I Subdivision**, a copy of which is on file in the office of the City Clerk, is approved.
4. The Mayor is authorized to execute the agreement on behalf of the City.
5. The Staff is authorized to record the Final Map and subdivision agreement for the construction of improvements for the **Varbella Estates I Subdivision**.
6. The dedication of lands for public use is accepted.
7. This resolution is effective immediately upon adoption.

* * * * *

RESOLUTION NO. 18-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING ANNEXATION OF THE VARBELLA ESTATES 1 SUBDIVISION INTO ZONE OF BENEFIT 39; CONFIRMING THE DIAGRAM AND ASSESSMENTS FOR CITY WIDE LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT ZONE OF BENEFIT 39 FOR FISCAL YEAR 2018/2019; AND AUTHORIZING THE CITY CLERK TO FILE THE DIAGRAM AND ASSESSMENT WITH THE MADERA COUNTY AUDITOR

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

WHEREAS, the recommended assessments for 2018/2019 reflect the cost of landscape maintenance provided by the City for said fiscal year; and

WHEREAS, all of the owners of property proposed to be annexed to the Zone of Benefit 39 of said District consisting of Final Map (2017-S-02) of the proposed Varbella Estates 1 Subdivision, as described in Exhibit "A" attached hereto and incorporated herein by reference, have consented to said annexation and such annexation may be ordered without notice and hearing or filing of Engineer's Report, or both; and

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

WHEREAS, the property owner has consented to an annual change in the range of the assessment in the amount of the Engineering News Record Construction Cost (ENRCC) Index (Los Angeles), plus two percent (2%). The

property owner agreed that if such change in the range of the assessment is implemented less frequently than an annual basis, the change may be based upon the ENRCC Index since the most recent change in the assessment plus two percent per year; and

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

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA

HEREBY, finds, orders and resolves as follows:

1. The above recitals are true and correct.
2. That the public interest and convenience require that certain property described in Exhibit "A" attached hereto and by reference incorporated herein be annexed to City Landscape Maintenance District as Zone of Benefit 39 for the maintenance and servicing of landscaping facilities.
3. The Mayor is authorized to execute the covenant on behalf of the City.

4. The City Council hereby confirms the diagram, attached as Exhibit B, and annual assessments as set forth in the agreement "COVENANT LANDSCAPE MAINTENANCE DISTRICT ZONE OF BENEFIT 39" for the certain property described in Exhibit "A" attached hereto and by reference incorporated herein, as the same may be modified, and levies the assessments for fiscal year 2018/2019.
5. Pursuant to Section 22641 of the Streets and Highways Code, the City Clerk is authorized and directed to forthwith file the diagram and assessments with Auditor of Madera County.
6. This resolution is effective immediately upon adoption.

* * * * *

"Exhibit A"

LEGAL DESCRIPTION

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

PARCEL 1: APN 012-460-001

The North half of the Southwest quarter of the Southeast quarter of Section 25, Township 11 South, Range 17 East, Mount Diablo Base and Meridian, in the County of Madera, State of California, according to the Official Plat thereof.

Excepting therefrom that portion granted to the County of Madera by deed recorded June 20, 2006, as Document No. 2006027080, Madera County Official Records.

PARCEL 2: APN 012-460-006

That portion designated as 'Remainder', as shown on Parcel Map No. 12-P-03 recorded September 6, 2012 in Book 60 of Parcel Maps, at Pages 111 and 112, Madera County Records.

EXHIBIT B

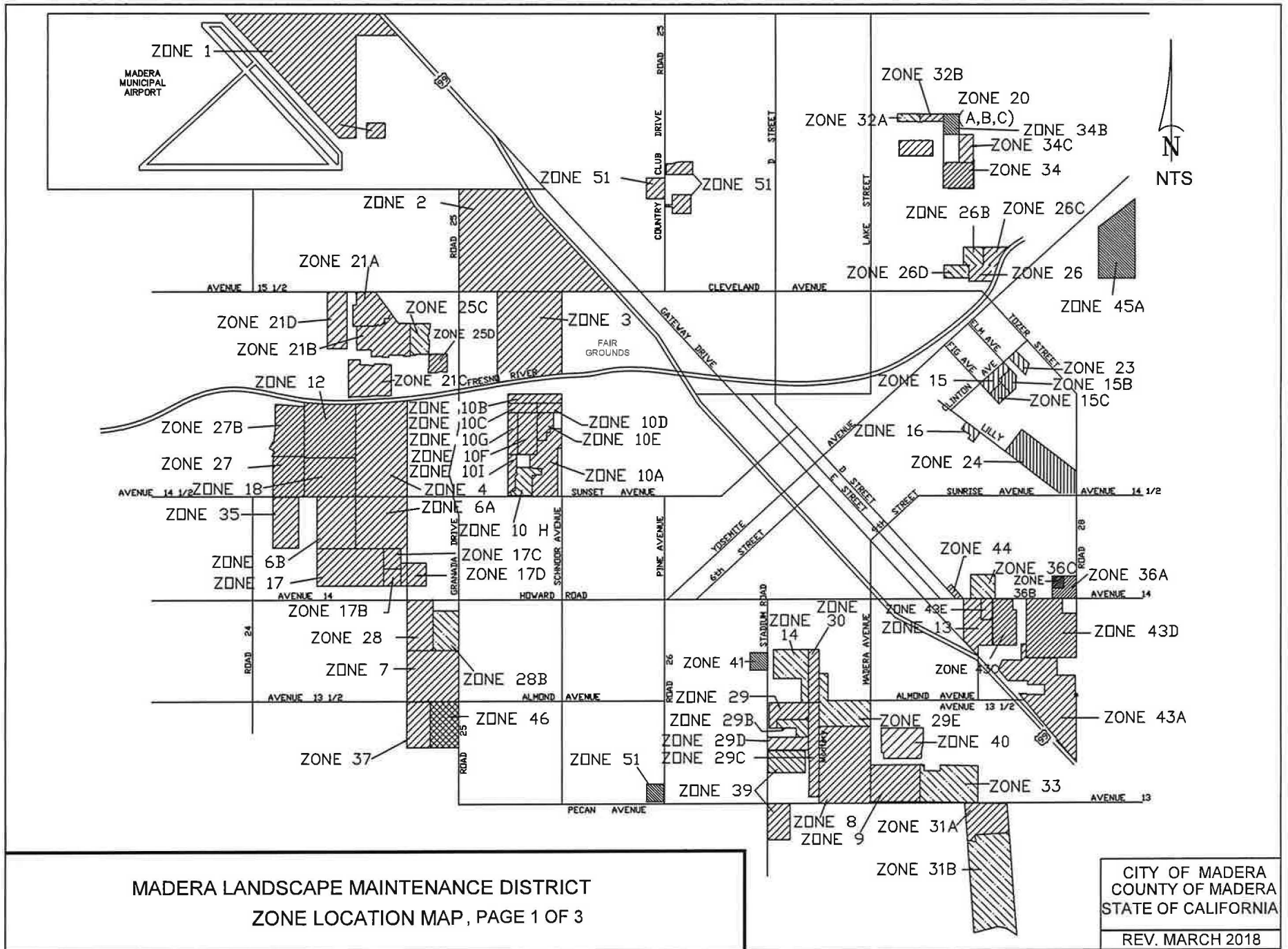
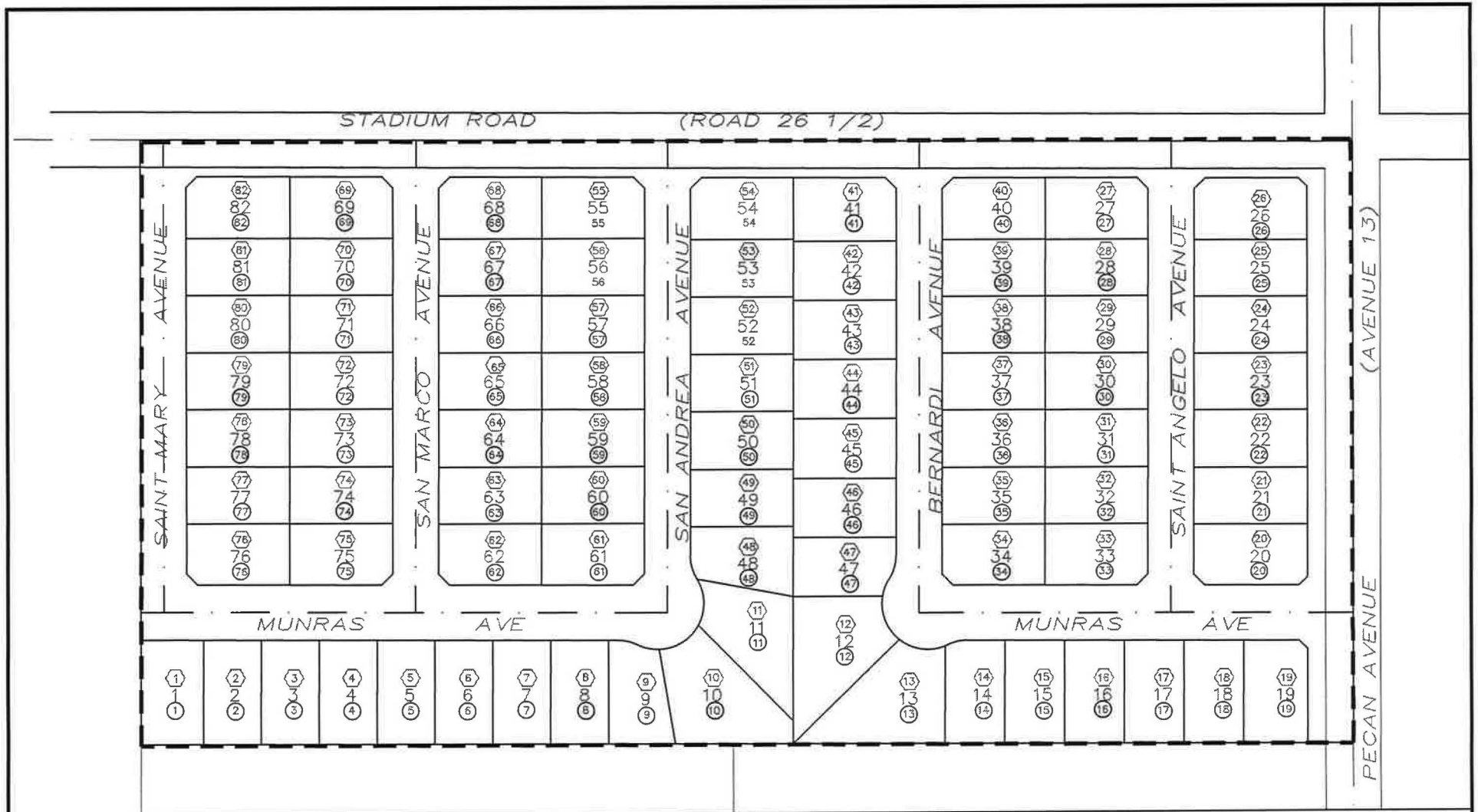


EXHIBIT B



ASSESSMENT DIAGRAM - PAGE 2 OF 3
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 39
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

LEGEND

- PARCEL LOT BOUNDARY
- - - ZONE BOUNDARY
- 1 SUBDIVISION LOT NUMBER
- ① ASSESSMENT NUMBER
- ① ASSESSOR'S PARCEL NUMBER
- (101) ASSESSOR'S BLOCK NUMBER

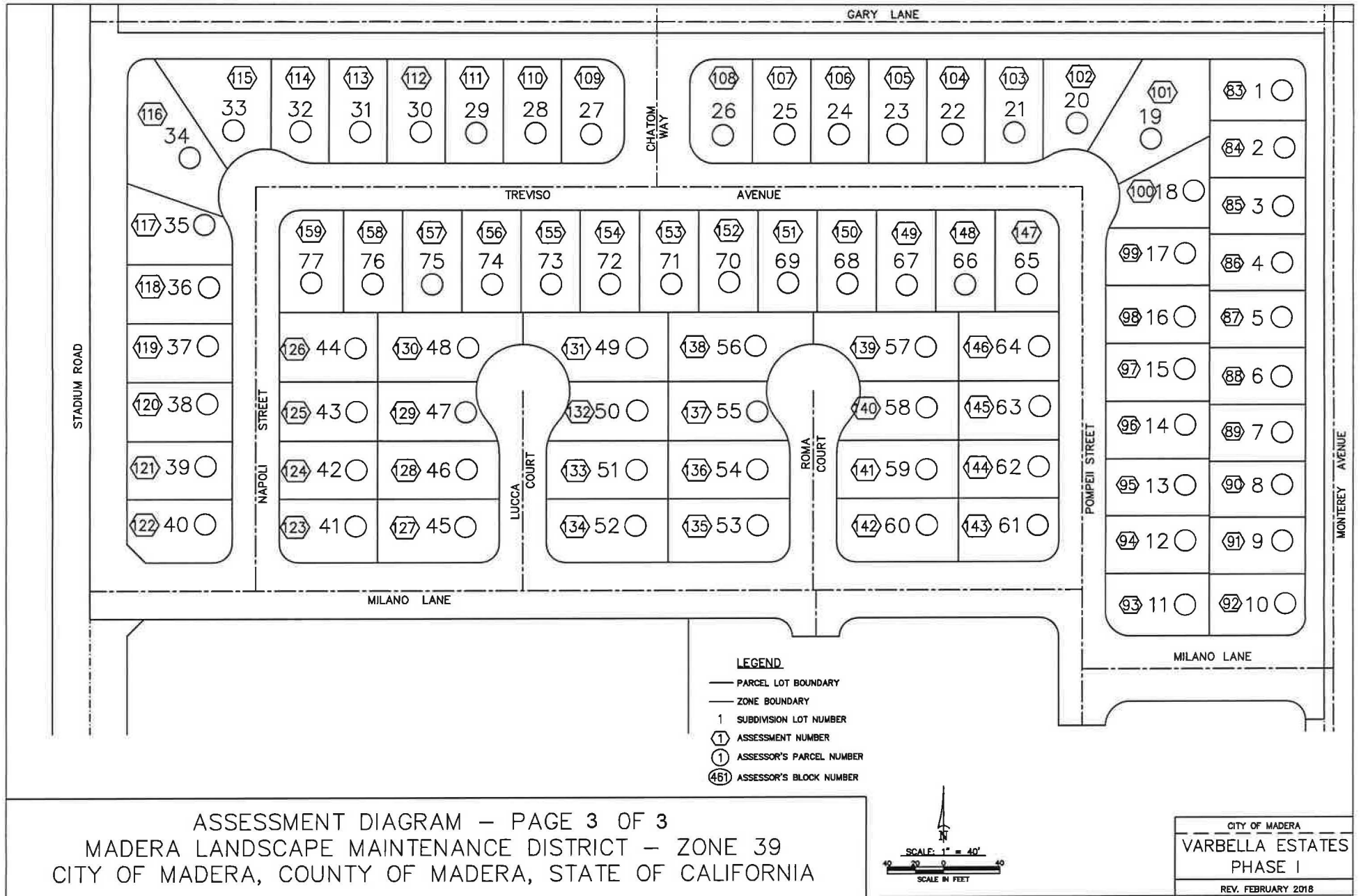


SCALE: NTS

CITY OF MADERA
CARMEL HOMES
PHASE III

REV. JULY 2010

EXHIBIT B



RECORDING REQUESTED BY:

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

Fee Waived Per Section 27383 of the Government Code

AGREEMENT FOR THE CONSTRUCTION OF IMPROVEMENTS FOR VARBELLA ESTATES I SUBDIVISION

THIS AGREEMENT made and entered into this ____ day of _____, 20____,
by and between the **CITY OF MADERA**, a municipal corporation of the State of
California, hereinafter called "City"; and **DMP Development Corporation, A
California Corporation and Valley Land Development, A California Limited
Liability Company**, jointly hereinafter called "Subdivider".

WITNESSETH:

WHEREAS, Subdivider, **DMP Development Corporation, A California
Corporation and Valley Land Development, A California Limited Liability
Corporation**, are engaged in subdividing that certain tract of land known as
VARBELLA ESTATES I SUBDIVISION, recorded _____, in Book _____,
Pages _____ and _____, recorded as document no. _____ Madera
County records, situated in the City of Madera, County of Madera, State of
California; and

WHEREAS, a final map for said '**VARBELLA ESTATES I SUBDIVISION**',
has been filed with the City Clerk of the City of Madera for presentation to the
Council of said City for its approval, which map is hereby referred to and by said

reference incorporated herein; and

WHEREAS, the conditions imposed within the tentative map for Varbella Estates I Subdivision, approved on October 11, 2016 and as amended on November 14, 2017 by the Planning Commission, require the Subdivider to construct certain street, utility, and public improvements within the boundaries of said final map; and

WHEREAS, the conditions imposed within the tentative map for Varbella Estates I, approved on October 11, 2016 and as amended on November 14, 2017 by the Planning Commission remain in full force and effect; and

WHEREAS, Subdivider has requested approval of said final map, prior to the construction and completion of the improvements required pursuant to the conditions of approval; all in accordance with and as required by the plans and specifications for all or any part of said improvements in, within the limits of said subdivision; and

WHEREAS, City Council approval of said final map and acceptance of the dedications therein offered are subject to and on the condition precedent that Subdivider first enter into and execute this agreement with the City, and provide the City with such bonds, improvement securities, monies and all other things as required herein and/or as required by the City.

NOW, THEREFORE, in order to ensure satisfactory performance by Subdivider of Subdivider's obligations under Chapter 2 of Title X of the Madera Municipal Code relating to regulations and standards for the subdivision of lands

in the City and for the preparation and presentation of subdivision maps thereof, the parties do hereby agree as follows:

1. Construction of Subdivision Improvements. Subdivider shall, at Subdivider's own cost and expense, construct all of the improvements, mentioned, all in accordance with and to the extent and as provided in those certain plans entitled, "**VARBELLA ESTATES I, SUBDIVISION IMPROVEMENT PLANS**", as approved by the City Engineer, to which plans and specifications reference is hereby made and the same are hereby incorporated herein the same as if fully set forth herein verbatim, and in compliance with the provisions of Chapter 2 of Title 10 of the Madera Municipal Code relating to regulations and standards for the subdivision of lands in the City of Madera and for the preparation and presentation of subdivision maps therefor and complete the same within three hundred seventy (370) calendar days from the date of execution hereof.

Said work shall include but shall not necessarily be limited to, all of the following: asphalt concrete paving, aggregate base, concrete curb and gutters, sidewalks, sewer and water mains, water and sewer services, storm drainage facilities, street lights, fire hydrants; gas, electric and communications lines, landscape district improvements, implementation of any and all Best Management Practices (BMP's) as outlined in the City's Storm Water Quality Management Program and Storm Water Pollution Prevention Plan on file in the office of the City Engineer, implementation of any and all BMP's to prevent the infiltration of storm water into the City's sanitary sewer collection system, and all other work, improvements or construction required by or mentioned in the above referenced

plans and specifications and all appurtenances reasonably necessary to complete the aforementioned improvements. Except for streets not having direct residential access, installation of sidewalks may be deferred and constructed with residential development subsequent to the acceptance of the subdivision improvements so long as each and every house has an ADA accessible route to a collector or arterial adjacent to the subdivision prior to occupancy of any house.

Any work required under this agreement and not mentioned in the above mentioned specifications shall be constructed in accordance with Standard Specifications of the City insofar as they apply.

2. Security. Subdivider shall, before the release of said final map by City and as a condition precedent to the recordation thereof, furnish to City and file with the City Clerk, in form to be approved by the City Attorney, a good and sufficient surety securing the faithful performance by Subdivider of all of the terms of this agreement, all work and the construction of all improvements herein in this agreement mentioned, and assumption of obligations as required by the Subdivision Map Act within the time herein specified, and IN ADDITION a good and sufficient improvement security in the manner as aforesaid securing payment by Subdivider of all bills for labor and materials incurred in the construction of all said improvements and the doing of all other work herein agreed to be done by Subdivider, the amount of said improvement securities to be not less than \$1,193,010 securing faithful performance and \$596,505 securing payment for labor and materials. Upon application for acceptance of the subdivision improvements by the City Council, Subdivider shall provide security in an amount

of not less than \$119,301, said amount representing ten percent (10%) of the total cost of improvements as warranty security to ensure the faithful performance of the terms and conditions of Paragraph 12 hereof. Filing of such warranty security is a condition precedent to acceptance by City of the subdivision improvements.

Security provided pursuant to this requirement may in any form acceptable to the City Attorney, which include, but is not limited to, the following:

- Cash
- Surety Bond
- Letter of Credit
- Other security authorized under the Subdivision Map Act which may be proposed by Subdivider and found acceptable by the City Attorney.

3. Indemnification. Subdivider shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees, and volunteers from and against all liability, loss, damage, expense, and cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Subdivider's negligence, recklessness, or willful misconduct in the performance of work hereunder, or its failure to comply with any of its obligations contained in this AGREEMENT, except such loss or damage caused by the sole active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and Subdivider, or should City otherwise find Subdivider's legal counsel unacceptable, then Subdivider shall reimburse the City its costs of defense, including without

limitation, reasonable legal counsel fees, expert fees, and all other costs and fees of litigation. The Subdivider shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the Subdivider's negligent, reckless, or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

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

Subdivider agrees to obtain or cause to be obtained executed defense and indemnity agreements with provisions identical to those set forth in this Section

from each and every Contractor, Subcontractor and Subconsultant, of every Tier. In the event the Subdivider fails to do so, Subdivider agrees to be fully responsible to provide such defense and indemnification according to the terms of this Section.

4. Insurance Requirements. Without limiting Subdivider's indemnification of City, and prior to release of said final map and as a condition precedent of the recordation thereof, Subdivider shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all Contractors, 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

Subdivider 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 forms CG 20 10 and CG 20 37 to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **\$1,000,000 Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01

for all activities of Subdivider 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. Contractor shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, it's officers, agents, employees, and volunteers.

Maintenance of Coverage

Subdivider 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 Subdivider, his contractor, agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

Proof of Insurance

Subdivider 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 Subdivider, his contractor, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Subdivider hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its contractor, subconsultants or subcontractors.

Enforcement of Contract Provisions (non estoppel)

Subdivider acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Subdivider 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 Subdivider maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Subdivider.

Notice of Cancellation

Subdivider 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

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

Additional Insurance

Subdivider 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.

5. Time Extensions. Time is of the essence in this agreement; provided, however, that in the event good cause is shown therefor to City by Subdivider, City may extend the time in which the aforementioned improvements may be made and completed under this agreement; provided, however, that said extensions of time, if any, may be granted without notice to the surety and any extensions so granted shall not relieve the surety bond or improvement security given to secure Subdivider's performance under this agreement. City Engineer shall be the sole and final judge as to whether or not good cause has been shown to entitle Subdivider to an extension of time hereunder.

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

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

8. Release of Bonds and Securities. The release of bonds and securities called for herein shall not occur until: (1) the work provided for in this agreement and more specifically described in the plans and specifications herein referred to, is approved and accepted by the City Engineer; and (2), work not in conformance with said plans and specifications is removed from the project site to the satisfaction of the City Engineer. Reference is made hereby to (a) that certain subdivision map entitled, "**VARBELLA ESTATES I SUBDIVISION**", (b) improvement construction plans, (c) those certain specifications on file in the office of the City Engineer entitled, "**CITY OF MADERA STANDARD PLANS AND SPECIFICATIONS**", and (d) "Madera Irrigation District Standards", as may be applicable this project, for a more particular description of the work and improvements generally outlined in this agreement. Said subdivision map, plans and specifications referred to in this paragraph are hereby incorporated herein and made a part of this agreement by reference thereto.

9. Subdivider Not a City Agent or Employee. It is mutually understood and agreed that neither Subdivider nor any of Subdivider's agents or contractors are or shall be considered to be agents or employees of the City of Madera in connection with the performance of Subdivider's obligations under this agreement.

10. Fees and Costs Due From Subdivider. Unless already paid, Subdivider shall concurrently with the execution hereof pay to City the cost for all

engineering, inspection and other services furnished by City in connection with this subdivision in accordance with the fee schedule established by City Council Resolution No. 15-147, dated July 1, 2015, or as amended which was in place at the time the Final Map process was initiated by the Subdivider.

11. Replacement or Reconstruction of Damaged or Defective Improvements. Subdivider agrees that if, within a one (1) year period after final acceptance of the work done under this agreement, any structure or part of any structure furnished and/or installed or constructed or caused to be constructed by Subdivider, or any of the work done under this agreement fails to fulfill any of the requirements of this agreement or the specifications referred to herein, Subdivider shall without delay and without any cost to the City repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure. The terms of this paragraph shall not apply to any damage caused by act of God. Should Subdivider fail to act promptly or in accordance with this requirement, or should the exigencies of the case require repairs or replacements to be made before Subdivider can be notified, the City may, at its option, require Subdivider's surety to make such repairs or City may make the necessary repairs or replacement or perform the necessary work and Subdivider and/or Subdivider's surety shall pay to City the actual cost of such repairs plus fifteen percent (15%) administrative costs.

12. Deposit for Correction of Deficiencies. In addition to the improvement security hereinabove referred to, Subdivider shall concurrently with the execution hereof deposit with the City not less than 1% (\$11,930) of

engineer's estimate, which may be used at the discretion of the City to correct deficiencies and conditions caused by Subdivider or Subdivider's contractors during or after construction of the subdivision. Any unexpended amount thereof will be returned to Subdivider when all other bonds or improvement securities are released.

13. Reimbursements/Fairshare Contributions due from Subdivider. The Subdivider hereby agrees to the following reimbursements or fair share contributions to be paid before approval of the final map for Varbella Estates I Subdivision as noted herein below:

a. Fair share contribution of Three Thousand Four Hundred Forty \$3,440.00 for future installation of a pedestrian beacon at the intersection of Stadium Road and Gary Lane.

14. Reimbursements to be Provided to Subdivider. In consideration of public improvements constructed through plans prepared by R. W. Greenwood Associates, Inc., for **Varbella Estates I**, the City agrees to reimburse the Subdivider reasonable costs for construction of the following public improvements:

a. Street System

Gary Lane

i. An approximate 10-foot portion of a collector lane (includes 3 feet of Cold Grind) for approximately 1,305 lineal feet.

b. Storm Drainage

Basin Improvements

- i. Additional Cost of reconstructing outlet structures only.

Excavation is not a reimbursable item.

15. Terms of Reimbursements to be Provided to Subdivider. The following terms shall apply to any and all reimbursements to be provided to Subdivider.

- a. City agrees to reimburse SUBDIVIDER the City's proportionate share of the cost of improvements as determined by the City Engineer at his sole discretion and whose decision shall be final and as set forth below. At the discretion of the City Engineer any reimbursements shall be in the form of credits toward storm drainage, water main, water well, and street impact fees or from the collection of storm drainage, water main, water well and street impact fees or connection fees as applicable from other developments using said facilities as said fees are collected or a combination thereof. City shall not reimburse any expenses beyond the actual and reasonable cost of installing the improvements. All reimbursements are subject to the conditions precedent that the SUBDIVIDER shall have submitted a financial statement within ninety (90) days of the City's acceptance of the improvements, showing evidence of the actual cost of the improvements described in this agreement. Evidence shall be provided in the form of receipted bills, canceled checks and/or construction contracts. Failure to timely submit evidence shall void the reimbursement

agreement as to any items not timely submitted or not supported by such evidence. Any cost to be reimbursed for administration or overhead shall not exceed the usual and customary cost for such expenses in the industry, and in no event shall they exceed fifteen percent (15%). Such cost shall be determined in the sole discretion of the City Engineer.

- b. City does not guarantee reimbursement, where reimbursements are made from impact fees or connection fees as those fees are collected. The City shall have no responsibility for the delivery of the funds collected hereunder to SUBDIVIDER and only agrees to hold said funds collected and to make payment as directed by SUBDIVIDER upon contact by City. City will contact Subdivider within ninety (90) days of collection of funds at the address as specified in this agreement or as may thereafter be provided in writing to the City Clerk of the City. City shall have no obligation to locate or determine the true address of Subdivider other than the addresses provided under this agreement. If no contact has been made at the address provided under this agreement, City shall hold such funds collected hereunder for a period of one (1) year.

Undistributed funds shall then be paid into the appropriate Impact or Connection Fee fund and all responsibilities and liabilities of CITY shall terminate. City cannot and does not pledge itself in advance that such charges will be collected or that they are valid or that there

will be proceeds for reimbursement, but only that pursuant to this agreement City will, as a condition precedent to the issuance of permits for the development of such properties, levy such charges. Subdivider acknowledges that impact fees may be used to reimburse other developers based on a first in time payment process and additionally, may be pledged for the payment or repayment of other improvements to be constructed by or for City in advance of reimbursement to Subdivider. In no event shall reimbursement exceed the Subdivider's cost of construction as adjusted by the Engineering News Record Construction Cost Index (CCI) as determined by the City Engineer based upon duly verified records submitted to the city within 90 days from the completion of such facilities and approved by the City Engineer. For the purpose of determining the adjustment in the CCI, the time begins upon acceptance of improvements by City Council after execution of the Agreement.

16. Assignability of Agreement. This agreement shall not be assignable by Subdivider without the express written consent of City. Subject to the limitations on assignment, this agreement shall inure to the interest of the parties hereto.

17. Data Submittal to City. Prior to release and recordation of the final map, Subdivider shall, at Subdivider's sole cost and expense, submit to City all engineering reports, assessment data, and updated maps necessary to cause

VARBELLA ESTATES I SUBDIVISION, to be annexed into Zone of BENEFIT 39 of the City Wide Landscape and Lighting Assessment District. The annexation of the property into Zone of BENEFIT 39 shall be considered for recording concurrently with the Council's consideration and approval of the final map. If annexation into Zone of Benefit 39 is not possible for any reason, the Subdivider shall cooperate with the City in forming a new Zone of Benefit or identification of another existing zone into which this subdivision can be annexed.

18. Litigation and Attorney's Fees. In the event litigation is instituted to enforce this agreement or its terms, the prevailing party shall be entitled to recover reasonable attorney's fees as determined by the Court.

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

Dated: _____

WITNESS the execution of this covenant consisting of 21 pages including and
(2) notary pages the day and year first above written.

CITY OF MADERA:

By: _____
Andrew J. Medellin, Mayor

APPROVED AS TO FORM:

By: _____
Brent Richardson, City Attorney

ATTEST:

By: _____
Sonia Alvarez, City Clerk

APPROVED:

By: _____
Keith Helmuth, City Engineer

SUBDIVIDER/OWNERS:

DMP Development Corp., A California
Corporation

By: _____
Michael A. Pistoiresi, Vice President

Valley Land Development, A California
Limited Liability Company

By: _____
Michael A. Pistoiresi, Managing
Member

**NOTARY ACKNOWLEDGEMENT
REQUIRED**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)

County of Madera)

On Mar. 27, 2018 before me, Wendy E. Fagan, Notary Public

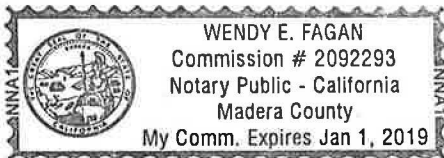
Date Here Insert Name and Title of the Officer

personally appeared Michael A. Pistorresi
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Wendy E. Fagan
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Agreement for the Construction of Improvements

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

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

Fee Waived per Section 27383 of the Government Code

**COVENANT
LANDSCAPE MAINTENANCE DISTRICT
ZONE OF BENEFIT 39**

WHEREAS, DMP Development Corp., a California Corporation, and Valley Land Development, A California Limited Liability Company hereinafter jointly referred to as "Covenantor", is the owner of the real property situated in the City of Madera, County of Madera, State of California, hereinafter referred to as "Subject Property" and more particularly described in attached Exhibit "A", said property being further subdivided by the Final Map (2017-S-02) of the Varbella Estates I Subdivision, consisting of 77 lots; and

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

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

WHEREAS, Covenantor is required by the City as a condition of Tentative Subdivision Map approval to annex to the City's Landscape Maintenance District; and

WHEREAS, the Planning Commission of the City of Madera conditionally

approved the Tentative Map for Varbella Estates I Subdivision; and

WHEREAS, said resolution requires that maintenance of the required landscaping associated with the Subject Property shall be the responsibility of the City's Landscape Maintenance District.

NOW, THEREFORE, it is agreed:

1. In consideration of the foregoing and the approval of the Final Map for the Varbella Estates I Subdivision, by the City of Madera, the undersigned hereby covenants, promises and agrees with the City of Madera for the benefit of said City.

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

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

4. The Covenantor consents to an annual assessment on the Subject Property in an amount not to exceed \$41.53 per each of 77 lots. The Covenantor agrees that this assessment is proportional to, and no greater than, the special benefit conferred on the Subject Property by being annexed into the Landscape Maintenance District. The Covenantor also consents to an annual change in the

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

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

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

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

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

8. It is the intent of the parties hereto that this document shall

constitute a covenant in favor of the City of Madera and shall run with the land and be binding upon the undersigned, its grantees, heirs, successors and assigns.

9. The Covenant shall be released and be of no further effect upon written determination by the undersigned and the City Engineer of the City of Madera that it's continued existence and enforcement are no longer necessary.

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

Dated: _____

WITNESS the execution of this covenant consisting of 6 pages including
Exhibit A the day and year first above written.

CITY OF MADERA:

By: _____
Andrew J. Medellin, Mayor

DMP Development Corp., A California
Corporation

By: _____
Michael A. Pistoiresi, Vice President

APPROVED AS TO FORM:

By: _____
Brent Richardson, City Attorney

Valley Land Development, A California
Limited Liability Company

By: _____
Michael A. Pistoiresi, Managing
Partner

ATTEST:

By: _____
Sonia Alvarez, City Clerk

APPROVED:

By: _____
Keith Helmuth, City Engineer

**NOTARY ACKNOWLEDGEMENT
REQUIRED**

COVENANTOR:

"Exhibit A"

LEGAL DESCRIPTION

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

PARCEL 1: APN 012-460-001

The North half of the Southwest quarter of the Southeast quarter of Section 25, Township 11 South, Range 17 East, Mount Diablo Base and Meridian, in the County of Madera, State of California, according to the Official Plat thereof.

Excepting therefrom that portion granted to the County of Madera by deed recorded June 20, 2006, as Document No. 2006027080, Madera County Official Records.

PARCEL 2: APN 012-460-006

That portion designated as 'Remainder', as shown on Parcel Map No. 12-P-03 recorded September 6, 2012 in Book 60 of Parcel Maps, at Pages 111 and 112, Madera County Records.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)

County of Madera)

On March 27, 2018 before me, Wendy E. Fagan, Notary Public

personally appeared

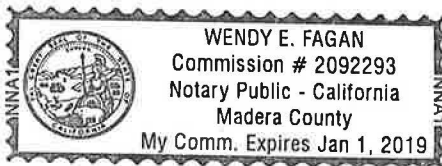
Michael A. Pistorresi

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature

Wendy E. Fagan
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Covenant Landscape Maintenance

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

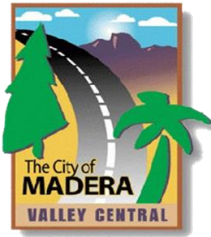
☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____



**Madera City Council Agenda 04/04/18
Agenda Item C-4**

- A) Consideration of a Resolution Approving an Agreement with Bob Murray & Associates for Executive Recruiting Services for the Position of City Administrator; and**
- B) Consideration of a Resolution Authorizing and Approving an Amendment to the City of Madera Fiscal Year 2017/18 Budget**

This agenda item will be distributed prior to the scheduled meeting.



REPORT TO CITY COUNCIL

Council Meeting of: April 4, 2018

Agenda Item No.: C- 5

Approved by:


Tim Przybyla, Director of Finance


Steve Frazier, City Administrator

SUBJECT:

Consideration of a Resolution Approving Post-Issuance Tax Compliance Procedures for Tax-Exempt Bonds

RECOMMENDATION:

Staff recommends that the City Council of the City of Madera adopt a Resolution Approving Post-Issuance Tax Compliance Procedures for Tax-Exempt Bonds

DISCUSSION/BACKGROUND:

The purpose of these Post-Issuance Tax Compliance Procedures is to describe policies and procedures in connection with tax-exempt bonds ("Bonds") issued by the Madera Public Financing Authority or the City of Madera (collectively, the "Issuer") so as to ensure that the Issuer complies with all applicable post-issuance requirements of federal income tax law needed to preserve the tax-exempt status of the Bonds. Bond Counsel for the Golf Course refinancing recommended the establishment of these procedures, to help the City and the Madera Public Financing Authority stay in conformity with IRS requirements.

FISCAL IMPACT:

There is no fiscal impact of approving these post-issuance tax compliance procedures for tax-exempt bonds.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Although approval of this item is not specifically addressed in the Vision or Action Plans, the requested action will assist in the achieving the Vision Statement of a Well-Planned City.

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA
APPROVING POST-ISSUANCE TAX COMPLIANCE PROCEDURES FOR TAX-
EXEMPT BONDS**

WHEREAS, Orrick, Herrington & Sutcliffe LLP (Orrick), Bond Counsel to the City, has recommended that the City of Madera and the Madera Public Financing Authority (MPFA) establish Post-Issuance Tax Compliance Procedures for Tax-Exempt Bonds; and

WHEREAS, The City is in need of policies and procedures in connection with tax-exempt bonds issued by the City of Madera so as to ensure that it complies with all applicable post-issuance requirements of federal income tax law needed to preserve the tax-exempt status of the bonds; and

WHEREAS, Orrick has drafted Post-Issuance Tax Compliance Procedures for Tax-Exempt Bonds for the City of Madera; and

WHEREAS, Staff has reviewed the Post-Issuance Tax Compliance Procedures for Tax-Exempt Bonds and finds it to be prudent to establish said policies and procedures;

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

1. The above recitals are true and correct.
2. The City of Madera does hereby approve the Post-Issuance Tax Compliance Procedures for Tax-Exempt Bonds for the City of Madera.
3. This resolution is effective immediately upon adoption.

CITY OF MADERA & MADERA PUBLIC FINANCING AUTHORITY

POST-ISSUANCE TAX COMPLIANCE PROCEDURES FOR TAX-EXEMPT BONDS

The purpose of these Post-Issuance Tax Compliance Procedures is to describe policies and procedures in connection with tax-exempt bonds ("Bonds") issued by the Madera Public Financing Authority or the City of Madera (collectively, the "Issuer") so as to ensure that the Issuer complies with all applicable post-issuance requirements of federal income tax law needed to preserve the tax-exempt status of the Bonds.

General

Ultimate responsibility for all matters relating to Issuer financings and refinancings rests with the Finance Director/Treasurer of the Issuer (the "Administrator").

Post-Issuance Compliance Requirements

External Advisors / Documentation

The Administrator and other appropriate Issuer personnel shall consult with bond counsel and other legal counsel and advisors, as needed, throughout the Bond issuance process to identify requirements and to establish procedures necessary or appropriate so that the Bonds will continue to qualify for the appropriate tax status. Those requirements and procedures shall be documented in the Issuer's resolution(s), Tax Certificate(s) and / or other documents finalized at or before issuance of the Bonds. Those requirements and procedures shall include future compliance with applicable arbitrage rebate requirements and all other applicable post-issuance requirements of federal tax law throughout (and in some cases beyond) the term of the Bonds.

The Administrator and other appropriate Issuer personnel also shall consult with bond counsel and other legal counsel and advisors, as needed, following issuance of the Bonds to ensure that all applicable post-issuance requirements in fact are met. This shall include, without limitation, consultation in connection with future contracts with respect to the use of Bond-financed assets.

Whenever necessary or appropriate, the Issuer shall engage expert advisors (each a "Rebate Service Provider") to assist in the calculation of arbitrage rebate payable in respect of the investment of Bond proceeds.

Role of the Issuer as Bond Issuer

Unless otherwise provided by Issuer resolutions or other bond documents, unexpended Bond proceeds shall be held by the applicable trustee with respect to each issue of Bonds (the "Trustee") on behalf of the Issuer, and the investment of Bond proceeds shall be managed by the Trustee. The Trustee shall prepare regular, periodic statements to the Issuer regarding the investments and transactions involving Bond proceeds which the Administrator shall maintain in the records of the Issuer.

If an Issuer resolution provides for Bond proceeds to be administered by a trustee, the trustee shall provide regular, periodic (monthly) statements regarding the investments and transactions involving Bond proceeds.

Arbitrage Rebate and Yield

Unless a Tax Certificate documents that bond counsel has advised that arbitrage rebate will not be applicable to an issue of Bonds:

- the Issuer shall engage the services of a Rebate Service Provider, and the Issuer or the Bond trustee shall deliver periodic statements concerning the investment of Bond proceeds to the Rebate Service Provider on a prompt basis;
- upon request, the Administrator and other appropriate Issuer personnel shall provide to the Rebate Service Provider additional documents and information reasonably requested by the Rebate Service Provider;
- during the construction period of each capital project financed in whole or in part by Bonds, monitoring the investment and expenditure of Bond proceeds and consult with the Rebate Service Provider to determine compliance with any applicable exceptions from the arbitrage rebate requirements during each 6-month spending period up to 6 months, 18 months or 24 months, as applicable, following the issue date of the Bonds; and
- the Administrator and other appropriate Issuer personnel shall monitor efforts of the Rebate Service Provider and assure payment of required rebate amounts, if any, no later than 60 days after each 5-year anniversary of the issue date of the Bonds, and no later than 60 days after the last Bond of each issue is redeemed.

The Issuer shall retain copies of all arbitrage reports and trustee statements as described below under “Record Keeping Requirements”.

Use of Bond Proceeds and Bond-Financed Assets

The Administrator and other appropriate Issuer personnel shall:

- monitor the use of Bond proceeds and the use of Bond-financed assets (e.g., facilities, furnishings or equipment) throughout the term of the Bonds (and in some cases beyond the term of the Bonds) to ensure compliance with covenants and restrictions set forth in applicable Issuer resolutions and Tax Certificates;
- maintain records identifying the assets or portion of assets that are financed or refinanced with proceeds of each issue of Bonds;
- employ appropriate internal controls and redundancy of review to ensure all approved contracts and expenditures are consistent with the terms of the bond sale and ballot language by following the Issuer’s established work flow procedures;
- consult with Bond Counsel and other professional expert advisers in the review of any contracts or arrangements involving use of Bond-financed facilities to ensure compliance with all covenants and restrictions set forth in applicable Issuer resolutions and Tax Certificates;

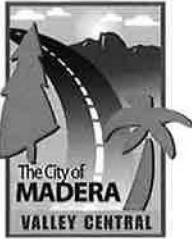
- maintain records for any contracts or arrangements involving the use of Bond-financed facilities as might be necessary or appropriate to document compliance with all covenants and restrictions set forth in applicable Issuer resolutions and Tax Certificates (see Record Keeping Requirements, below);
- meet at least annually with personnel responsible for Bond-financed assets to identify and discuss any existing or planned use of Bond-financed assets to ensure that those uses are consistent with all covenants and restrictions set forth in applicable Issuer resolutions and Tax Certificates; and
- to the extent that the Issuer discovers that any applicable tax restrictions regarding use of Bond proceeds and Bond-financed assets will or may be violated, consulting promptly with bond counsel and other legal counsel and advisers to determine a course of action to remediate all nonqualified bonds, if such counsel advises that a remedial action is necessary.

If any of the Bonds are refunded by other tax-exempt bonds (“**Refunding Bonds**”), subject to any provision in the Tax Certificate with respect to such Refunding Bonds, the Issuer will treat the Refunding Bonds as having refinanced the facilities financed with the refunded Bonds, and will continue to perform these post-issuance procedures with respect to the Refunded Bonds and the Bond-financed facilities throughout the term of the Refunding Bonds.

Record Keeping Requirements

Unless otherwise specified in applicable Issuer resolutions or Tax Certificates, the Issuer shall maintain the following documents for the term of each issue of Bonds (including refunding Bonds, if any) plus at least three years:

- a copy of the Bond closing transcript(s) and other relevant documentation delivered to the Issuer at or in connection with closing of the issue of Bonds;
- a copy of all material documents relating to capital expenditures financed or refinanced with Bond proceeds, including (without limitation) construction contracts, purchase orders, invoices, trustee requisitions and payment records, as well as documents relating to costs reimbursed with Bond proceeds and records identifying the assets or portion of assets that are financed or refinanced with Bond proceeds;
- Copies of transmittals of all approved contracts and payments showing the chain of review for compliance;
- a copy of all contracts and arrangements involving use of Bond-financed assets for other than public school purposes; and
- copies of all records of investments, investment agreements, arbitrage reports and underlying documents, including trustee statements.



REPORT TO MADERA PUBLIC FINANCING AUTHORITY BOARD

Council Meeting of: April 4, 2018

Agenda Item No.: C- 6

Approved by:



Tim Przybyla, Director of Finance



Steve Frazier, City Administrator

SUBJECT:

Consideration of a Resolution Approving Post-Issuance Tax Compliance Procedures for Tax-Exempt Bonds

RECOMMENDATION:

Staff recommends that the Board of the Madera Public Financing Authority adopt a Resolution Approving Post-Issuance Tax Compliance Procedures for Tax-Exempt Bonds

DISCUSSION/BACKGROUND:

The purpose of these Post-Issuance Tax Compliance Procedures is to describe policies and procedures in connection with tax-exempt bonds ("Bonds") issued by the Madera Public Financing Authority or the City of Madera (collectively, the "Issuer") so as to ensure that the Issuer complies with all applicable post-issuance requirements of federal income tax law needed to preserve the tax-exempt status of the Bonds. Bond Counsel for the Golf Course refinancing recommended the establishment of these procedures, to help the City and the Madera Public Financing Authority stay in conformity with IRS requirements.

FISCAL IMPACT:

There is no fiscal impact of approving these post-issuance tax compliance procedures for tax-exempt bonds.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Although approval of this item is not specifically addressed in the Vision or Action Plans, the requested action will assist in the achieving the Vision Statement of a Well-Planned City.

MPFA RESOLUTION NO.

**A RESOLUTION OF THE BOARD OF THE MADERA PUBLIC FINANCING
AUTHORITY APPROVING POST-ISSUANCE TAX COMPLIANCE PROCEDURES
FOR TAX-EXEMPT BONDS**

WHEREAS, Orrick, Herrington & Sutcliffe, LLP (Orrick), Bond Counsel to the Authority, has recommended that the City of Madera and the Madera Public Financing Authority (MPFA) establish Post-Issuance Tax Compliance Procedures for Tax-Exempt Bonds; and

WHEREAS, The MPFA is in need of policies and procedures in connection with tax-exempt bonds issued by the Madera Public Financing Authority so as to ensure that it complies with all applicable post-issuance requirements of federal income tax law needed to preserve the tax-exempt status of the bonds; and

WHEREAS, Orrick has drafted Post-Issuance Tax Compliance Procedures for Tax-Exempt Bonds for the MPFA; and

WHEREAS, Staff has reviewed the Post-Issuance Tax Compliance Procedures for Tax-Exempt Bonds and finds it to be prudent to establish said policies and procedures;

**NOW THEREFORE, THE BOARD OF THE MADERA PUBLIC FINANCING
AUTHORITY HEREBY**

finds, orders and resolves as follows:

1. The above recitals are true and correct.
2. The Madera Public Financing Authority Board does hereby approve the Post-Issuance Tax Compliance Procedures for Tax-Exempt Bonds for the Madera Public Financing Authority.
3. This resolution is effective immediately upon adoption.

CITY OF MADERA & MADERA PUBLIC FINANCING AUTHORITY

POST-ISSUANCE TAX COMPLIANCE PROCEDURES FOR TAX-EXEMPT BONDS

The purpose of these Post-Issuance Tax Compliance Procedures is to describe policies and procedures in connection with tax-exempt bonds ("Bonds") issued by the Madera Public Financing Authority or the City of Madera (collectively, the "Issuer") so as to ensure that the Issuer complies with all applicable post-issuance requirements of federal income tax law needed to preserve the tax-exempt status of the Bonds.

General

Ultimate responsibility for all matters relating to Issuer financings and refinancings rests with the Finance Director/Treasurer of the Issuer (the "Administrator").

Post-Issuance Compliance Requirements

External Advisors / Documentation

The Administrator and other appropriate Issuer personnel shall consult with bond counsel and other legal counsel and advisors, as needed, throughout the Bond issuance process to identify requirements and to establish procedures necessary or appropriate so that the Bonds will continue to qualify for the appropriate tax status. Those requirements and procedures shall be documented in the Issuer's resolution(s), Tax Certificate(s) and / or other documents finalized at or before issuance of the Bonds. Those requirements and procedures shall include future compliance with applicable arbitrage rebate requirements and all other applicable post-issuance requirements of federal tax law throughout (and in some cases beyond) the term of the Bonds.

The Administrator and other appropriate Issuer personnel also shall consult with bond counsel and other legal counsel and advisors, as needed, following issuance of the Bonds to ensure that all applicable post-issuance requirements in fact are met. This shall include, without limitation, consultation in connection with future contracts with respect to the use of Bond-financed assets.

Whenever necessary or appropriate, the Issuer shall engage expert advisors (each a "Rebate Service Provider") to assist in the calculation of arbitrage rebate payable in respect of the investment of Bond proceeds.

Role of the Issuer as Bond Issuer

Unless otherwise provided by Issuer resolutions or other bond documents, unexpended Bond proceeds shall be held by the applicable trustee with respect to each issue of Bonds (the "Trustee") on behalf of the Issuer, and the investment of Bond proceeds shall be managed by the Trustee. The Trustee shall prepare regular, periodic statements to the Issuer regarding the investments and transactions involving Bond proceeds which the Administrator shall maintain in the records of the Issuer.

If an Issuer resolution provides for Bond proceeds to be administered by a trustee, the trustee shall provide regular, periodic (monthly) statements regarding the investments and transactions involving Bond proceeds.

Arbitrage Rebate and Yield

Unless a Tax Certificate documents that bond counsel has advised that arbitrage rebate will not be applicable to an issue of Bonds:

- the Issuer shall engage the services of a Rebate Service Provider, and the Issuer or the Bond trustee shall deliver periodic statements concerning the investment of Bond proceeds to the Rebate Service Provider on a prompt basis;
- upon request, the Administrator and other appropriate Issuer personnel shall provide to the Rebate Service Provider additional documents and information reasonably requested by the Rebate Service Provider;
- during the construction period of each capital project financed in whole or in part by Bonds, monitoring the investment and expenditure of Bond proceeds and consult with the Rebate Service Provider to determine compliance with any applicable exceptions from the arbitrage rebate requirements during each 6-month spending period up to 6 months, 18 months or 24 months, as applicable, following the issue date of the Bonds; and
- the Administrator and other appropriate Issuer personnel shall monitor efforts of the Rebate Service Provider and assure payment of required rebate amounts, if any, no later than 60 days after each 5-year anniversary of the issue date of the Bonds, and no later than 60 days after the last Bond of each issue is redeemed.

The Issuer shall retain copies of all arbitrage reports and trustee statements as described below under "Record Keeping Requirements".

Use of Bond Proceeds and Bond-Financed Assets

The Administrator and other appropriate Issuer personnel shall:

- monitor the use of Bond proceeds and the use of Bond-financed assets (e.g., facilities, furnishings or equipment) throughout the term of the Bonds (and in some cases beyond the term of the Bonds) to ensure compliance with covenants and restrictions set forth in applicable Issuer resolutions and Tax Certificates;
- maintain records identifying the assets or portion of assets that are financed or refinanced with proceeds of each issue of Bonds;
- employ appropriate internal controls and redundancy of review to ensure all approved contracts and expenditures are consistent with the terms of the bond sale and ballot language by following the Issuer's established work flow procedures;
- consult with Bond Counsel and other professional expert advisers in the review of any contracts or arrangements involving use of Bond-financed facilities to ensure compliance with all covenants and restrictions set forth in applicable Issuer resolutions and Tax Certificates;

- maintain records for any contracts or arrangements involving the use of Bond-financed facilities as might be necessary or appropriate to document compliance with all covenants and restrictions set forth in applicable Issuer resolutions and Tax Certificates (see Record Keeping Requirements, below);
- meet at least annually with personnel responsible for Bond-financed assets to identify and discuss any existing or planned use of Bond-financed assets to ensure that those uses are consistent with all covenants and restrictions set forth in applicable Issuer resolutions and Tax Certificates; and
- to the extent that the Issuer discovers that any applicable tax restrictions regarding use of Bond proceeds and Bond-financed assets will or may be violated, consulting promptly with bond counsel and other legal counsel and advisers to determine a course of action to remediate all nonqualified bonds, if such counsel advises that a remedial action is necessary.

If any of the Bonds are refunded by other tax-exempt bonds ("**Refunding Bonds**"), subject to any provision in the Tax Certificate with respect to such Refunding Bonds, the Issuer will treat the Refunding Bonds as having refinanced the facilities financed with the refunded Bonds, and will continue to perform these post-issuance procedures with respect to the Refunded Bonds and the Bond-financed facilities throughout the term of the Refunding Bonds.

Record Keeping Requirements

Unless otherwise specified in applicable Issuer resolutions or Tax Certificates, the Issuer shall maintain the following documents for the term of each issue of Bonds (including refunding Bonds, if any) plus at least three years:

- a copy of the Bond closing transcript(s) and other relevant documentation delivered to the Issuer at or in connection with closing of the issue of Bonds;
- a copy of all material documents relating to capital expenditures financed or refinanced with Bond proceeds, including (without limitation) construction contracts, purchase orders, invoices, trustee requisitions and payment records, as well as documents relating to costs reimbursed with Bond proceeds and records identifying the assets or portion of assets that are financed or refinanced with Bond proceeds;
- Copies of transmittals of all approved contracts and payments showing the chain of review for compliance;
- a copy of all contracts and arrangements involving use of Bond-financed assets for other than public school purposes; and
- copies of all records of investments, investment agreements, arbitrage reports and underlying documents, including trustee statements.