

**REGULAR MEETING  
OF THE MADERA CITY COUNCIL**  
205 W. 4<sup>th</sup> Street, Madera, California 93637

**NOTICE AND AGENDA**

Wednesday, December 7, 2016  
6:00 p.m.

Council Chambers  
City Hall

**CALL TO ORDER**

**ROLL CALL:** Mayor Robert L. Poythress  
Mayor Pro Tem Charles F. Rigby  
Council Member/Mayor Elect Andrew J. Medellin  
Council Member/Council Member Elect Donald E. Holley  
Council Member/Council Member Elect Derek O. Robinson Sr.  
Council Member William Oliver  
Council Member Cece Foley Gallegos  
Council Member Elect Jose Rodriguez

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

**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.

**A. WORKSHOP**

There are no items for this section.

**B. CONSENT CALENDAR**

B-1 Minutes – 6/27/16

B-2 Information Only – Warrant Disbursement Report

B-3 Weekly Water Conservation Report 11/21/16 – 11/27/16 (Report by Dave Randall)

- B-4 Consideration of a Resolution Approving Amendment #1 to the FY 2016-17 Site Management Contract between the City and the Fresno-Madera Area Agency on Aging (FMAAA) and Authorizing the Mayor to Execute the Amendment to the Agreement on Behalf of the City

And

Consideration of a Resolution Amending the FY 2016-2017 General Fund/Org 10206218 – Senior Citizen Community Service Program Budget to Recognize \$10,640 in Additional Revenue (Report by Mary Anne Seay)

- B-5 Consideration of Resolution Approving a Budget Amendment Transferring Funds to Cover Costs Associated with the Emergency Repair of the Schnoor Sewer Main and Intersection Repair (Report by Keith Helmuth)
- B-6 Consideration of a Minute Order of the City Council of the City of Madera, California Authorizing the Acceptance of a \$1,000 Donation to the Madera Police Department (Report by Steve Frazier)
- B-7 Consideration of a Resolution Appointing Richard M. Broadhead to the City of Madera Planning Commission (Report by Chris Boyle)
- B-8 Consideration of a Resolution by the City Council of the City of Madera Authorizing the Mayor to Sign Parcel Map 16-P-02, Freedom Industrial Park, as Owner on Behalf of the City for the City-Owned Parcels (Keith Helmuth)

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

- C-1 Consideration of the Introduction of an Ordinance that would Approve and Adopt a Development Agreement between the City of Madera and Love's Travel Stops and Country Stores for the Madera Travel Center Project (Report by Dave Merchen)

**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**

There are no items for this section.

*[agenda continued on next page]*

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## COUNCIL REORGANIZATION

1. Consideration of a Resolution Declaring the Results of General Municipal Election Held on November 8, 2016 (Report by Sonia Alvarez)
2. Ceremonial Oath of Office  
Mayor Elect Andrew J. Medellin  
Council Member Elect Jose Rodriguez, District 2  
Council Member Elect Derek O. Robinson Sr., District 4  
Council Member Elect Donald E. Holley, District 6
3. Seat New Council Members
4. Consideration of Selection of Mayor Pro Tem (Report by Sonia Alvarez)
5. Presentation to Outgoing Mayor Robert L. Poythress
6. Council Reports

**ADJOURNMENT** – Next regular meeting December 21, 2016

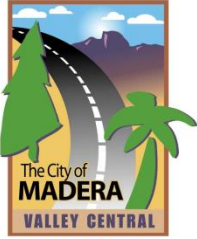
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- Please silence or turn off cell phones and electronic devices while the meeting is in session.
  - Regular meetings of the Madera City Council are held the 1<sup>st</sup> and 3<sup>rd</sup> Wednesday of each month at 6:00 p.m. in the Council Chambers at City Hall.
  - Any writing related to an agenda item for the open session of this meeting distributed to the City Council less than 72 hours before this meeting is available for inspection at the City of Madera Office of the City Clerk, 205 W. 4<sup>th</sup> Street, Madera, California 93637 during normal business hours.
  - The meeting room is accessible to the physically disabled, and the services of a translator can be made available. Request for additional accommodations for the disabled, signers, assistive listening devices, or translators needed to assist participation in this public meeting should be made at least seventy two (72) hours prior to the meeting. Please call the Human Resources Office at (559) 661-5401. Those who are hearing impaired may call 711 or 1-800-735-2929 for TTY Relay Service.
  - Questions regarding the meeting agenda or conduct of the meeting, please contact the City Clerk's office at (559) 661-5405.
  - Para asistencia en Español sobre este aviso, por favor llame al (559) 661-5405.
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I, Sonia Alvarez, City Clerk for the City of Madera, declare under penalty of perjury that I posted the above agenda for the regular meeting of the Madera City Council for December 7, 2016, near the front entrances of City Hall at 3:00 p.m. on December 2, 2016.

  
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Sonia Alvarez, City Clerk

**Return to Agenda**

Item:	B-1
Minutes for:	06/27/16
Adopted:	12/07/16



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

**June 27, 2016  
6:00 p.m.**

**Council Chambers  
City Hall**

**CALL TO ORDER**

The special meeting for 06/27/16 was called to order by Mayor Poythress at 6:00 p.m.

**ROLL CALL:**

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

Others present were City Administrator David Tooley, City Attorney Brent Richardson, City Clerk Sonia Alvarez, City Engineer Keith Helmuth, Director of Human Resources Wendy Silva, Planning Manager Chris Boyle, Director of Financial Services Tim Przybyla, Director of Parks and Community Services Mary Anne Seay, Public Works Operations Director David Randall, Director of Community Development David Merchen, Grants Administrator Ivette Iraheta, Chief Building Official Steve Woodworth, Battalion Chief Jim Forga, Chief of Police Steve Frazier, Fleet Operations Manager Randy Collin, Neighborhood Preservation Supervisor Viola Rodriguez, Business Manager Mark Etheridge, Financial Services Manager Patricia Barboza and Deputy City Clerk Zeldá León.

**PUBLIC COMMENT:**

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Council Member Holley stated he would just like to make a comment. He stated that to all who knew he had a tragedy last weekend, he just wanted to thank them for their prayers. It didn't turn out as well as it was and also to the Police Department, he thanked the officers for the help and the concern that they showed his family.

Mayor Poythress closed public comment.

Mayor Poythress announced that the speaker system is still not operating so they shall speak up a bit. If it seems like someone is shouting or being shouted at, it's really not, it's just so everybody can hear.

## AGENDA ITEMS

### 1. Budget Workshop FY 2016/2017 (Report by David Tooley and Tim Przybyla)

Mayor Poythress asked David Tooley or Tim Przybyla to open the item. David Tooley, City Administrator stated that Mr. Przybyla would make the lead presentation.

Tim Przybyla, Director of Financial Services stated that it was nice to be in the workshop environment; it just seems more relaxed for some reason. Mr. Przybyla stated if he shouldn't be relaxed, he is going to pretend like he should be anyway.

Mr. Przybyla stated they would start with the General Fund summary first [A PowerPoint presentation was used throughout the workshop]. Mr. Przybyla stated as discussed in the last presentation to City Council, there's been an increase in personnel cost; maintenance and operational costs are down 10%; capital outlay is also down a percentage; 63%. Mr. Przybyla stated that the City has a General Fund projected deficit of \$1.4 million with roughly \$32 million in revenues and \$33.4 million in expenditures at this point.

Mr. Przybyla stated the adopted FY 15/16 budget included a budget deficit of approximately \$1 million when it was approved by Council last year. Mr. Przybyla stated now, staff hope to finish out this fiscal year with a \$350,000 surplus in Fund 10200 which is the primary General Fund, however a recent settlement against the Code Enforcement Fund will offset that FY 15/16 surplus that comes out of Fund 10200 and the remaining FY 15/16 surplus reflects the \$1.4 million build-up in the Insurance Reserve for pending adjustments which is offset somewhat by the \$700,000 CDBG (Community Development Block Grant) project.

Mr. Przybyla stated that with the \$1.4 million deficit, the City should end FY 16/17 with about the same fund balance as FY 14/15. This is to be accomplished by underspending budget plus some use of this year's General Fund surplus. Mr. Przybyla referred to a summary of what he'd just discussed and directed Council to the bottom right of the presentation slide which showed a \$1.4 million is what staff is projecting for the deficit in Fund 10200 which includes all of these departments as listed; City Council through Grants. Mr. Przybyla stated this year, staff is looking at the \$350,000 surplus. Next year, they are looking at the \$1.1 million deficit.

Mr. Przybyla referred to the second page of the summary which projected the total surplus this year of \$625,000 with next year's deficit at \$1.4 million. Mr. Przybyla stated that the numbers have changed a little bit even since he sent out the report to Council but not significantly. He just wanted to give the most current numbers to Council this evening for Council's review.

Mr. Przybyla referred to the planned use of fund balance. The General Fund is looking at the \$1.1 million. Code Enforcement of \$277,000 deficit and the Insurance Reserve Fund of \$32,000 deficit which will draw-down a little bit on that reserve that staff has put in there during the current fiscal year with the \$1.4 million total.

Mr. Przybyla stated this represents a 4.2% percentage of the General Fund budget and a 3% cost savings would generate approximately \$1 million in savings which would leave about \$400,000 of deficit which would be basically off-set by the "600,000 and some-odd dollar" surplus from the current year.

Mr. Przybyla asked Council if it was all making sense so far.

Mr. Przybyla referred Council to a nice, colorful rendition of the General Fund expenses. Mr. Przybyla stated some points to consider regarding the General Fund this year: the City still has the tax sharing agreement in the works; the City has a \$700,000 increase in PERS and health cost; limited new positions are in this budget; capital outlay is virtually eliminated except for the CDBG Fund which is funded by Grant funds anyway not tax revenues; sales tax revenues are projected down \$400,000; the COPS Grant of \$150,000 has not been included but staff is hopeful to receive that; property taxes are projected to increase

by 3.5%; there's a potential VLF appeal windfall of \$360,000; \$800,000 of CFD, Community Facilities District transfer-in is included in the budget and the Fleet Replacement funding held back approximately \$240,000. Mr. Przybyla stated that [amount], he believes, can be updated somewhat. Mr. Przybyla mentioned Randy Collin, Fleet Operations Manager was in the audience. Mr. Przybyla stated he thinks there was one car that was included, that really needed to be replaced, so there's going to be a little less than the \$240,000 savings there but those numbers are already included in the budget figures.

Mayor Poythress asked Mr. Przybyla if the potential VLF windfall was not included in the budget.

Mr. Przybyla responded that it is not included in the budget either. He stated staff is hoping for all the windfall the City can get.

Council Member Medellin asked Mr. Przybyla to give him the dollar amount of the 3.5% property tax. Council Member Medellin stated that it says projected increase about 3.5%.

Mr. Przybyla stated yes, after the meeting or maybe, even between presentations he could grab those numbers. Mr. Przybyla stated he would be able to pull it up but not while the slideshow is open.

Council Member Medellin stated no problem.

Mr. Przybyla stated the CDBG is another issue that staff is dealing with and the question is will a typical 3% cost under-run still be possible in the coming fiscal year. Mr. Przybyla stated staff does not know; there are a lot of unknowns but basically the budget is staff's best guess at this point with the information they have and he thinks staff put together a pretty darn good budget.

Mr. Przybyla stated that at this time, the departments with General Fund budgets will briefly and he emphasized briefly, discuss their respective budgets with Council at this time and after those budgets have been presented, staff will summarize all other budgets and the departments will cover those budgets in even less detail than the General Fund budgets.

Mr. Przybyla stated he would toggle back to the Budget Workshop and start with the City Administrator's Office. Mr. Przybyla announced David Tooley, City Administrator.

Mr. Przybyla stated that the City Clerk is reminding him that even though they can't hear these microphones working, they are still being used to record this meeting, so they ask that each department speak into a microphone.

David Tooley, City Administrator stated that as reflected in both the Interfund charges which is their indirect cost allocation and the salary schedule, Council should note that they have an additional employee in his activity. Mr. Tooley stated that employee is the Communications Specialist. Mr. Tooley stated the Council knows Joseph [Carrello] very well. Mr. Tooley stated they captured only a portion of his increase in the FY 15/16 year budget; that's why Council sees a rather significant increase between the estimate and proposed [information] in the City Administrator's budget. Mr. Tooley stated what is not included in his budget is the additional position for the Communications Manager. Council approved that position as well at the Mid-Year Budget but he chose not to fill it because he had a vague anticipation they would have some financial issues in front of them.

Mr. Tooley stated it is an important position. The position would have been responsible for the City's website, for all of the City's social media activities and for basically telling the story. Mr. Tooley stated that his "aha" moment was at the Mayor's presentation of the State of the City. The Mayor had several speakers get up in front of the audience and they made PowerPoint presentations and they droned on and the Mayor made a video presentation and every eye in the room was glued on the screen. Mr. Tooley stated it demonstrates to him and it should demonstrate to them that the way people consume information and the way that they have to provide information is going to have to change over time. Mr. Tooley stated that as important as this position is, there are other positions in the budget that they as a management team felt

were more important and as a result they did not include it [Communication Manager] in the budget. It represents about \$154,000 impact.

Mr. Tooley stated that completes his discussion about his particular department and asked if there were questions he may answer from the Council.

Mayor Pro Tem Rigby asked if this completely removed Joseph [Carrello] from Parks & Recreation.

Mr. Tooley stated it does. Mr. Tooley stated the reporting relation will be with him [Mr. Tooley].

Mayor Pro Tem Rigby asked if this meant they were replacing Mr. Carrello at Parks & Recreation; his position.

Mr. Tooley stated he would yield the microphone to the Parks & Recreation Director.

Mary Anne Seay, Director of Parks and Community Services addressed the Mayor and Council and stated she wasn't expecting that question. Ms. Seay stated the position is in the FTE schedule but there are no dollars associated with it so her assumption, that she has failed to double-check on, is that when the position shifted over to the Administrator's Office so did the dollars. Ms. Seay stated she will do some double-checking and make sure he gets the answer to that in writing.

Mr. Tooley stated he will double-check with Mary Anne but he believes that is the correct response.

Mayor Pro Tem Rigby stated that sounds right and thanked them.

Mr. Tooley stated if there were no further questions, they would move forward to Activity 108 which is Central Administration.

Mr. Tooley stated the greatest changes to these activities are reflected in the transfers-out. Last year they made a fairly significant transfer-out to the Insurance Reserve Fund. The Insurance Reserve Fund is a component of the General Fund as Council will find in their financial statements but for internal accounting purposes, staff treats the Insurance Reserve Fund as a separate stand-alone activity. Mr. Tooley stated last year, staff made a significant transfer-out, obviously they did not this year.

Mr. Tooley stated in addition, staff has traditionally carried about \$90,000 for an OPEB (Other Post-Employment Benefits) obligation. Staff anticipates, every year, that they will have to make that allocation for the financial statements. Staff had determined it is not necessary this year; may not be necessary in future years so at this point staff is not carrying that additional \$90,000+. Mr. Tooley stated he believes those are the significant changes in Central Administration and asked what questions he might answer for the Council.

Mr. Tooley stated that the last activity that nominally under the direct control of the City Administrator is Community Promotions, Activity 405. Mr. Tooley stated that in all material respects it is the same. Mr. Tooley stated that Council will note that staff allocated \$100,000 last year for a study to be done by the [Madera County] Arts Council; that discussion is on-going. Mr. Tooley stated that Council Member Robinson sits in on those meetings. Mr. Tooley stated the recommended deal points are going to change but he is waiting to see if that vote gets through both the MUSD Board and the Board of Supervisors before bringing it back for Council's consideration. Mr. Tooley stated at this point that \$100,000 remains as an allocation from the current year's budget. Mr. Tooley asked if there were questions he could answer for the Council.

Mr. Tooley thanked the Council. The Council thanked Mr. Tooley.

Mr. Tooley stated that it looked like the City Clerk's Office was up.

Sonia Alvarez, City Clerk stated they would start with the City Council budget. Ms. Alvarez stated there were no significant changes other than the normal Section 125 benefit allowance, where depending on health insurance coverage selected by Council Members, that figure can change.

Ms. Alvarez stated other than that, there are some minor adjustments in the Maintenance & Operations budgets. Ms. Alvarez stated if there were any questions, she would do her best to answer.

Council thanked Ms. Alvarez.

Ms. Alvarez stated they would move on to the City Clerk Department budget. Ms. Alvarez stated they are a department of two. They are not requesting any additional positions at this time. Ms. Alvarez stated the salary adjustments are those that Mr. Przybyla alluded to within the report; they relate to changes in the MOUs and employment agreement for the City Clerk from last year.

Ms. Alvarez stated the one significant increase is this is an election year so they have allocated some funds for the November election. There are going to be four Council seats on there and a potential public safety tax measure. Ms. Alvarez stated that concludes her presentation.

Mr. Przybyla stated that next up is the City Attorney's Office.

Brent Richardson, City Attorney stated that honoring Mr. Przybyla's request, he will keep it really brief. Mr. Richardson stated he has actually less going on than either the City Administrator or City Clerk. Mr. Richardson stated his staff remains essentially unchanged and will for the time being and essentially they haven't really changed anything from an operational standpoint. Mr. Richardson stated they haven't made any changes in research materials or anything like that, that usually comprises all of their expenses so basically it is status quo from last year.

Mr. Przybyla stated that leads into Finance; his favorite department.

Mr. Przybyla stated they have an overall decrease in their budget from last year's budget from 0.5% so that in itself should tell Council that their budget remains well the same. Mr. Przybyla stated there was a decrease from Software costs which is mostly related to the ERP [Enterprise Resource Planning] conversion and included some hardware costs in the conversion for this year but next year it's just the Department's share of the cost for the ERP lease payments. Mr. Przybyla stated at this point there will have been some adjustments made to the IT (Information Technology) budget to help pay the additional cost for the maintenance of the Tyler Munis software program.

Mr. Przybyla stated this is the interesting item for him; this is the Utility Billing and they've really cut that one; they've gone all the way to zero on that so they just saved the City \$1.3 million - \$1.4 million. Mr. Przybyla stated that was a past due budget where the General Fund would charge that out to the Utilities so it's just changing hands of the dollars. Mr. Przybyla stated that now they will do it directly and when staff goes through the non-General Fund portion of the budget, he will show Council how staff has broken those budgets out; they are being charged 50% to Water; 25% to Sewer and 25% to Solid Waste.

Mr. Przybyla stated Purchasing has also remained relatively stable with a slight increase of 11% and it seems to be in both in M&O [Maintenance & Operations] and payroll costs but just slight increases related to compensation and benefits. Mr. Przybyla stated Council could see line items there; all very small. Mr. Przybyla stated Computer Maintenance charges; they really don't have any control over and that's the one thing that really increased other than salaries during the current fiscal year.

Mr. Przybyla stated that in answer to Council Member Medellin's question, it's about \$113,000 - \$114,000 increase for the 3.5% property tax.

Council Member Medellin thanked Mr. Przybyla.

Mr. Przybyla replied, "You're very welcome."



Mr. Przybyla stated that this leads them on to HR/Risk Management, Wendy Silva.

Wendy Silva, Director of Human Resources stated that what the Council sees in the HR budget which is the 107 Department is mostly shuffling around of funds into line items where they spent it. Ms. Silva stated the last year they've seen a little bit more than a doubling of the number of Civil Service recruitments that they do. She stated they've seen about a 50% increase in the number of new hires that they need to get through the background process and some increases on the claims side as well. Ms. Silva stated basically they're trying to take their dollars and stick them into the other accounts to do the workload that they have with, for the most part, the money that they've had. Ms. Silva asked if there were any questions on that budget.

Ms. Silva stated that the next one down, 133 is some line items that are charged directly to the Insurance Reserve Fund. Mostly this is legal fees for employment related matters; the City contracts with Liebert Cassidy Whitmore. Ms. Silva stated they generally budget \$100,000; some years they may spend a tenth of that; some years they'll spend every penny plus. Ms. Silva stated it really depends on the type of disciplinary actions that come and that is something that she has not yet gotten perfected as far as predicting; different people appeal different things; everyone has a different perspective.

Ms. Silva stated that is also the budget where the Council will see the monies for the retrospective adjustments. Ms. Silva stated that David [Tooley] references those usually every time he talks to Council about the budget. Those big looming retrospective adjustments. Ms. Silva stated this year it's not too bad; the City is looking at somewhere between probably \$85,000 and \$100,000 that the City is going to owe on the Workers' Comp side but they are also looking at about maybe a \$45,000 to \$50,000 refund on the liability side so then that's not too bad.

Ms. Silva stated that it's the future years where the City is looking at some big increases. Ms. Silva stated next year right now is looking at just under \$700,000 and the year after that is just over \$700,000. Ms. Silva stated going into the future, they hope to fix that and she always says that; she says they've taken action but she never tells the Council what that action is.

Ms. Silva stated that action is, they've dropped the discount rate to 1.75 when they are calculating premiums for the next year because that's the earnings they are estimating they are going to achieve on those. Ms. Silva stated the City's earnings beat that but they've found they need to be really conservative with the discount rate when they are forecasting. Ms. Silva stated they are funding the Workers' Compensation pool which is the pool that's had the most problems at the 85% confidence level. Ms. Silva stated that means that even if they have a bad year, they should be relatively funded and not get hit with huge retrospective adjustments. There may be retrospective adjustments; there's always going to be that; it's special actuarial math; there's always going to be some adjustments; sometimes up sometimes down. Ms. Silva stated what they're hoping is to minimize the swing and make it more manageable going forward. Ms. Silva asked if the Council had any questions. Ms. Silva stated she could talk about retrospective adjustment for a really long time if they want to.

Council Member Holley stated he had one question. He noted that for the last four years, they haven't had any conference training and education and asked if starting next year there will be.

Ms. Silva stated that line item, there's actually some money in this year's budget that was done as an internal department transfer to cover. Ms. Silva stated that every once in a while what they get is a request for "hey, it would be really great if my supervisor could be trained in x". Ms. Silva stated that the 107 budget; the first budget she talked about, is for the four personnel in her department so when she has to train other people she really doesn't want to use her personal training dollars to train city-wide so that's what that budget is used for. Ms. Silva stated it is for things like supervisor training that are going to benefit everyone across the board. Ms. Silva asked if there were any other questions.

Mr. Przybyla stated that next up is Police Services.

Steve Frazier, Chief of Police stated that he just wanted to point out that while they can't hear this, their microphone is catching everything that they are eating up there.

Chief Frazier stated they wanted to start out with the positive; there is a little bit. Chief Frazier stated that like last year, they have several revenue sources that fund for police officers. Chief Frazier stated they continue their relationship with AB109 funds; this is a \$92,000 (it's not a grant, it's not an entitlement; he's not sure what they'd call it); it is State money to deal with the AB109 consequences. Last year when staff presented this to Council they weren't sure the State was going to fund at the same level. Chief Frazier stated two years ago it was \$40 million; last year they reduced to \$20 million. Chief Frazier stated it is in the budget this year; the Governor has not yet signed it unless he did so today. Chief Frazier stated if he signs it..... Mr. Tooley spoke out and stated that the Governor signed it with no cuts. Chief Frazier stated that their \$20 million is in there and it will continue to fund a portion of an officer. That \$92,000 has to be shared, a percentage, with the other municipal law enforcement agencies; that includes Chowchilla. Chief Frazier stated they [PD] walk away with a net of \$62,000 and they [other municipal law enforcement agencies] receive \$30,000.

Chief Frazier stated next is CCP, Community Corrections Partnership, this funds one officer 100%. Chief Frazier stated it is another component of AB109 and the officer funded through that participates with their [PD] Special Investigations Unit monitoring PRCS [Post Release Community Supervision] releases.

Chief Frazier stated they will continue their relationship with MUSD [Madera Unified School District] funding two police officers full-time including overtime.

Chief Frazier stated they return this year to a Housing Authority officer after, he believes, a two year hiatus. Housing Authority has agreed to fund one officer position 100%.

Chief Frazier stated that's the good, now he gets to bring up a little bit about the bad.

Chief Frazier stated that their revenue projected in the main PD budget; they are projecting about an \$82,000 deficit in relation to that and they really point to that as a byproduct of Prop 47. Chief Frazier stated the reclassification of felonies to misdemeanors and not holding folks or holding them accountable for those crimes is showing up in a monetary value in a reduction of fines in revenue associated with the court cost.

Chief Frazier stated they also increased their M&O [Maintenance & Operations] by about \$65,000. Chief Frazier stated last year Council approved moving forward with Lieutenants; that trickle-down effect impacted Sergeants and Corporals. Chief Frazier stated there is significant amount of training associated with that; the cost of doing business in their contract services has gone up so they see that between the loss of revenue and the increase in M&O, they are about \$147,000 over what they budgeted last year.

Chief Frazier stated other than that their budget remains largely the same and intact.

Chief Frazier stated he does want to talk about a little bit now, kind of about the bad, unless there are any questions on the dollars. He asked Council if there were any questions he could answer.

Chief Frazier stated he thinks it's important to point out that they continue to be committed to a philosophy that is focused on public service and creating partnerships but that philosophy is very man-power intensive and it requires a significant amount of commitment in man-power and he just wants to address that.

Chief Frazier stated he also wanted to recognize and thank the Council for taking some very positive action in moving the City forward with the sales tax. Chief Frazier stated he knows, that Council knows, that's important but what he wants to kind of layout is just how important that is. Chief Frazier stated they're faced with, if you get a tax share agreement hammered out with the County, there's a potential for PD to take over Parkwood; that's two additional bodies of which PD does not have at this point. Chief Frazier stated they are working diligently to identify those folks but the workload and everything has increased based upon

their philosophy and yet PD's personnel at many points this past year would be 13 bodies down and it's tough to maintain a philosophy that requires significant amounts of times when you don't have the bodies to fulfill that goal. Chief Frazier stated they are presently down three positions; they have five long-term absences and the bright spot in this is what compounded that issue is their trainees are now done and they will be entering the field training program so those four officers will in short time, he hopes, be able to go out and relieve some of that workload they are experiencing.

Chief Frazier stated they continue with their focus on serving the community. They will have their first Kids Camp this summer towards the end of July.

Chief Frazier stated they are looking at creating, he thinks the Grants Department included this in their COPS submission, they are going to be working what is called a Parent Project and a lot of the feedback PD sees on social media talks about parental accountability; how the parents need to step up and take responsibility for their kids. Chief Frazier stated they want to be able to give them the tools to do that. Chief Frazier stated the Parent Project, if the Council has an interest to look it up, is [parentproject.org](http://parentproject.org) or [com](http://parentproject.com); one of those. It gives parents responses to their children when they come home and they find that they are involved in gangs or drugs or something else. Chief Frazier stated that a lot of questions PD gets is how far and what can parents do to discipline their kids and they want to be able to give parents some positive responses and how to deal with that, so PD will be sending some officers to train the Trainer Classes. Chief Frazier stated they are going to partner with [County of Madera] Probation [Department] in that endeavor and PD expects some very positive results on that. Chief Frazier stated that down south, this is a pretty significant project that they have going; they've seen upwards of 34% reduction in juvenile crime as a result of getting the parents educated in programs and working positively with the youth.

Chief Frazier stated they just finished their fifth Citizens Academy and they will hold a second class this year beginning in August but more importantly they have part of their goal when they started. Chief Frazier stated that is, they mapped out at that time a plan to reach their monolingual population. They will begin putting their Citizen Academy class in Spanish and they expect in 2017 to put on their first class for their monolingual population.

Chief Frazier stated that was it and he asked if there were any questions that he could answer.

Council Member Oliver stated that looking at the budget, he sees that for DUI Enforcement and Awareness in the upcoming budget year, they have zero dollars allocated. Council Member Oliver asked if that was due to lack of securing certain grant monies or what is the status of that program.

Chief Frazier responded affirmatively. Chief Frazier stated that funds typically came in for DUI Enforcement through the Office of Traffic Safety and PD was fortunate to have that for four to five years prior to this year. Chief Frazier stated they submitted for it and did not receive it. It runs October to October and they did not receive the grant and they will try for that in the coming years, but right now there will be at least a year gap where they have not received any funding for that. Chief Frazier stated that was an overtime grant associated with DUI enforcement checkpoints, saturation patrol and those kinds of things.

Council thanked Chief Frazier.

Council Member Holley stated that the Animal Control Department had been left out.

Chief Frazier stated that nothing's really changed there. Animals are under control.

Mr. Przybyla asked James Forga, Battalion Chief if there was anything for Fire Services and Mr. Forga stated no that they were good.

Mr. Przybyla stated that the significant change was the contract. There was a 5.8% increase in the contract from last year's budget.

Mr. Przybyla stated that they also budgeted \$90,000 for building supplies and repairs whereas last year they had a \$10,000 budget. Mr. Forga [from the audience] stated they “cut” that. Mr. Przybyla stated the City is going to save another \$80,000 off this budget.

Mr. Przybyla [after speaking to someone in the audience] stated that James Forga from the Fire Department is telling him that there are some costs in the building supplies that can be reduced but then at the same time the Finance Manager is telling him [Mr. Przybyla] that there are some costs in the contracted services that are off-setting that reduction. Mr. Przybyla asked if it [his understanding] was correct. Patricia Barboza, Financial Services Manager [from the audience] stated the totals are the same and Mr. Przybyla reiterated that the total is the same. Mr. Przybyla stated there is no big change there but that will increase the percentage of the CalFire annual contract increase above 5.8%.

Mr. Przybyla asked if there were any questions on the Fire Department.

Mr. Przybyla stated Community Development is next and announced Chris Boyle.

Chris Boyle, Planning Manager stated that the Planning Department is Department 410 and there is only one real major change in their budget this year. Mr. Boyle asked that Council look at the expenditures and note about \$110,000 rise in expenditures. Mr. Boyle stated the department for the last year has included himself, one Assistant Planner and a shared Administrative Assistant. Mr. Boyle stated that they’ve also had an unfilled part-time position that has remained unfilled for about half of the fiscal year. Mr. Boyle stated they had a change in an Assistant Planner this year and this budget includes the addition of an additional planner which accounts for that rise in expenditures. The revenue, though, accounts for capturing certain services that the Planning Department is unable to provide with its current staffing levels so there is an anticipated revenue increase of over \$40,000. Mr. Boyle stated that completes his presentation and he would be happy to answer any questions the Council might have.

Council Member Medellin stated that he assumes that Mr. Boyle is still not to the staffing level where he wants to be; this is a great addition to but.....

Mr. Boyle stated that “au contraire” he is very pleased to be able to add an individual planner to his staffing levels and they look forward to enjoying the benefits of additional coverage.

Mr. Tooley stated Council may translate that to, “Thank you, sir. May I have another?”

Mr. Tooley stated that one of the reasons the management team supported this additional position is first of all an honest to gosh need in the department; there is a significant volume of work. Mr. Tooley stated the City gets a little bit of cost recovery but in the long term, this is about making the business decision to accelerate new development, be responsive to and try to grow the local economy. That’s the basic justification being made to Council tonight.

Mr. Przybyla stated that next up is the Building Department and presented Steve Woodworth.

Steve Woodworth, Chief Building Official stated the Building Department expenditure budget is largely unchanged except for a proposed addition of a Permit Technician to the department; preferably a bilingual Permit Technician to relieve some of the stress on the other departments as his department is having to borrow somebody to translate the building permit requirements to the public; it’s part of their customer service plan.

Mr. Woodworth stated that with considerable changes to the revenues; they’ve had a good year and the overall expectation reflects an increase of approximately 30% in building permit activity based upon current trend analysis. Mr. Woodworth stated that an update to the fee schedule was implemented in the FY 14/15 budget cycle. Mr. Woodworth stated that combined with an increase in building permit activity, an increase of approximately \$245,000 in additional revenue is anticipated.

Mr. Woodworth stated that salaries and benefits remain largely unchanged except as anticipated by the Finance Department for non-discretionary increases in benefit costs and miscellaneous Interfund charges.

Mr. Woodworth stated it should be noted that if building activity increases significantly, and it is on the up-rise, current staffing levels will need to be re-examined to ensure that core services can continue to be provided. Mr. Woodworth stated the department remains staffed at approximately 50% of the full-time equivalent staffing in comparison to peak levels. Mr. Woodworth stated that he would be happy to answer any questions.

Mr. Przybyla stated that next up is Engineering and announced Keith Helmuth.

Keith Helmuth, City Engineer stated that the Engineering Department's total operating budget for next year is proposed to be \$1.6 million; that's about an increase of \$166,000 over last year or this current year and that also relates to about a 12% increase. Mr. Helmuth stated there are two primary reasons that they have the increases. They have a Cost of Living which represents about 3% of that and the other is a proposed addition of an Assistant Engineer.

Mr. Helmuth stated the Assistant Engineer they are proposing is to go ahead and take care of the increase in workload that the department is seeing from private development and also to assist on water and sewer projects that the City has coming out of the rates for next year.

Mr. Helmuth stated one of the things they are also doing as a part of that proposed hire is to go ahead and remove one of the interns that they have on that they can potentially hire. Mr. Helmuth stated they have two that are on the books as possible hires. They will not hire one and they'll probably hold off on the second hire until such time as they can find a likely candidate or that they really need to move forward with that.

Mr. Helmuth stated that additional proposed hire is also in addition to two hires that Council approved at mid-year budget which were a new engineer and a new inspector. The engineer is starting this week, probably on Friday. The inspector, if all things go correctly, that will be next week when he starts. Mr. Helmuth stated that was about it for his presentation and he would be happy to answer any questions.

Mr. Tooley stated he wanted to make a quick comment. Mr. Tooley stated that the most important core missions that the City needs to focus on over the next few years is getting those projects done that were identified in the rates. There are about three or four things that he's particularly focused on from the management perspective. Mr. Tooley stated this is, if it's not number one then it's number two; it's right at the top.

Mr. Przybyla stated that next up is the Public Works Department – Streets, Street Cleaning and Graffiti Abatement.

Dave Randall, Public Works Operations Director stated he would just hit the highlights; they won't go into the other non-General Fund five departments.

Mr. Randall stated there are two changes in personnel. Mr. Randall stated they currently have four part-time, half-year seasonal maintenance workers. Those are being changed to two full-time employees, so the same number of work hours being produced but they would be permanent employees. Mr. Randall stated that's to align with the current Affordable Care Act and appropriately give them the benefits that they're entitled to.

Mr. Randall stated the other thing that the Council will see this year is that they are currently doing a chip seal. Council probably sees all that rock everywhere and hearing the constituents complain about it, maybe. Mr. Randall stated that is something they do every two years. They get \$300,000 in funding per year but it usually takes about \$600,000 to make a viable product so next year Council won't see that. Mr. Randall stated this year they are on cycle; next year they will be off cycle.

Mr. Randall stated that as Council probably knows, Graffiti Abatement was partially funded by CDBG and that has been eliminated so that means an additional \$168,000 impact to them. Mr. Randall stated that is all that's really going on in Streets and he would be glad to answer any questions.

Mr. Przybyla stated that seeing none, they would move on to Parks & Community Services and announced Mary Anne Seay.

Mary Anne Seay, Director of Parks and Community Services [PCS] stated that in summary fashion, she is going to take the suite of cost centers under her control and talk about those five or six things that are significantly different than last year. Ms. Seay stated that in all other ways, their suite of budgets are largely status quo to the previous year.

Ms. Seay stated the first is a theme that the Council will hear tonight is the Cost of Living adjustments and that in her department particularly, the increase in minimum wage has an impact.

Ms. Seay stated that they also have a reduction in the Recreation cost center of about \$73,000/\$74,000 in revenue with their contract with the school district. Ms. Seay stated that is because the school district lost funding for one of the schools, Mount Vista, which is a shame because it was one of their best attended; and also in all thirteen other schools, the school district reduced services by 25% and the school district cited the reason for that as an increase in the cost of doing business on their side and with the school district's other vendors. Ms. Seay stated they will have a corresponding decrease in part-time FTE who are making those services happen at the thirteen remaining schools.

Ms. Seay stated the Parks Maintenance budget added a line item in the revenue section for \$60,000. It is a transfer-in from the Water Conservation fund and that is to cost allocate against for staff who spend time on water conservation efforts and that is new this year.

Ms. Seay stated the Median Island cost center is 691. Ms. Seay stated they anticipated that there would be an increase over the past three years. They entered into an agreement three years ago; it was time to send out an RFP. Ms. Seay stated they haven't wrapped up the RFP but they are anticipating that there will be an increase to that by about \$65,000 or \$70,000. Ms. Seay stated they've used a number as a placeholder; they think it is a good number. The increase is due to some of those same factors: the increased cost of doing business over time; the increased square footage of the median islands and these are median islands that are not in the Landscape Maintenance Zone program.

Ms. Seay stated the increased cost of the minimum wage is going to impact that vendor and how they bid work; their increased bottom line. Ms. Seay stated they really believe that the vendor that they currently have under contract underbid the work three years ago and they see evidence of that, so moving forward to this next year as a way to reduce the burden of that additional \$65,000 to \$70,000, an idea was floated to use gas tax in lieu of General Fund resources here.

Ms. Seay stated that instead of just plugging that delta of the \$65,000 to \$70,000 for this next fiscal year, they are going to use approximately \$65,000 to \$175,000 in gas tax as Median Island Maintenance Fund. Ms. Seay stated they are going to monitor that. They don't think it's a sustainable use of gas tax over time but with the uncertainty looming for next year, they thought it was a good way to study the efficacy of that practice and come up with alternative funding sources.

Ms. Seay stated the other thing that Council will see as significant change across budgets is just the elimination of their minor capital requests: infrastructure upgrades, fixing broken doors, broken windows, latches, concrete repair; those types of things. Ms. Seay stated they eliminated that altogether and instead of just standing pat with that as a notion, they recognize the importance of continuing to visit and re-visit their existing infrastructure in addition to the hope that they expand their park and trail system but that they're going back, and some of the old restrooms and old concrete, that they are looking at ways to address

that. Ms. Seay stated they did quite a lot in FY 15/16. They replaced some windows at Pan Am that were bad; some doors at some other facilities and the list goes on.

Ms. Seay stated they have applied for a CDBG grant which brings her to her final point. Ms. Seay stated that without RAC's recommendations and Council final approval of CDBG appropriations, they don't know exactly what those numbers are going to be. Ms. Seay stated they anticipate and used, as a placeholder, the number that they received and were awarded for senior programming in revenue for the 518 cost center. They are unsure what number is ultimately going to be adopted and how much cost allocation they can get from a project that they have proposed and they will see how that goes with the CDBG allocation.

Ms. Seay stated the CDBG application that they submitted last week does address some of those infrastructure needs that she's talking about. Ms. Seay stated they want to continue to, whether it be CDBG or other grant funding sources out there, address again not only the expansion of their program but the maintenance of their infrastructure that they have right now. Ms. Seay stated she would be happy to answer any questions about any of the Parks budgets.

Council Member Oliver stated that kind of on the topic of CDBG, what is the timeframe for RAC to review some of the updated proposals and he knows the City's had some disagreement with HUD on some items, so what is the status of those things.

Someone started to speak and Mr. Przybyla asked that the person please come up to the microphone.

Ivette Iraheta, Grants Administrator stated that RAC will be meeting this Thursday to review the applications that staff received last week.

Council Member Oliver stated that on a side note, he asked if a member of HUD was going to be present. He knows that years past they haven't really been but now with greater scrutiny and involvement.

Ms. Iraheta stated they are not anticipating that a HUD rep will be there.

Mr. Tooley stated [he had] a couple of explanatory notes. Mr. Tooley stated the issue with HUD is obviously a significant impact on the City's budget. In prior years, the City has been able to use Block Grant funds to offset a lot of the City's operational costs. Mr. Tooley stated that as he indicated to Council, one of his preliminary communications, notwithstanding the fact that the City's Graffiti Abatement and some of the Code Enforcement activities were recognized for their excellence by HUD, HUD now has determined that those activities are going to be ineligible.

Mr. Tooley stated that one of the recurring themes that Council is going to find in this budget is that revenue sources that the City has traditionally used to maintain service levels are going away. Mr. Tooley stated the City is having to be more creative in the use of funds but one of the things that is concerning to him and it should be concerning to Council is the City's ability to sustain these service levels as increasingly the City's revenue sources become limited. Mr. Tooley stated that with that he will grab his edit button and won't say anything else about the City's HUD representation.

Mayor Pro Tem Rigby asked Ms. Seay, as he is curious and he thinks the numbers answer his question but he wants to hear it from her mouth, regarding the City's partnerships with the Madera National Little League and taking on Bobby Sox; he didn't see too much of a change in the sports program with that. Mayor Pro Tem Rigby asked Ms. Seay how she felt that went.

Ms. Seay stated they haven't completed that exercise and in the interest of full disclosure, the Housing Related Parks Program grants and some things that had some very short timeframes for example, if they didn't spend the HRPP resources by Friday, they would have lost \$731,000 so with the compression of staff and with some of those big projects looming, they didn't spend the time they had thought they would in FY 15/16 on finalizing MOUs with user groups.

Ms. Seay stated that she could report that the National Little League program did operate the Girls Softball program. PCS went out and visited with parents. The parents were very pleased with the shift in leadership there. Ms. Seay stated PCS plan on doing some follow-up to make sure that PCS is providing equally girls' sports and boys' sports but they are pleased with the turn-out; there were more than twice the number of girls participating this year as last year.

Council Member Robinson stated he was wondering, as Ms. Seay said that they replaced some windows in one of the community centers (Ms. Seay stated Pan American), if she had contacted PG&E because they are going around servicing businesses and households, re-doing their vents and all the tubing, doubling and wrapping (Ms. Seay stated duct work) and insulating them.

Ms. Seay stated they haven't specifically reached out to PG&E on their residential program but they have worked with them in terms of and Pan Am is the same center were the windows were replaced, a couple of years ago. Ms. Seay stated that PG&E came in and did a light retro-fit and used a different type of bulb that uses less electricity. Ms. Seay stated that's a good point and PCS could surely visit with PG&E before they raise the City's rates and see if PG&E can do anything to help them.

Council thanked Ms. Seay. Mayor Poythress asked if there were any other questions; none were stated.

Ms. Seay thanked the Council.

Mr. Przybyla stated that one thing that the Council might have noticed is that the last two budgets that he included with Ms. Seay's budgets they are not General Fund budgets at this point but they are anticipating moving those into the General Fund because whereas they were primarily funded in the past by FMAAA or other grant funding sources, they are mostly supported by the General Fund at this point so they are just going to make those General Fund budgets and recognize revenue from FMAAA or whatever other organizations contribute to that into the General Fund. Mr. Przybyla stated that is why he included those that were not a 10200 fund and that is something they still need to wrap up before the final budget; the coding for that.

Mr. Przybyla stated that moves them on to Grants.

Ms. Iraheta stated she would present to Council the Grants Entitlement Oversight budget 812. Ms. Iraheta stated as far as the operations for the coming year, they don't anticipate significant changes in their projects. Ms. Iraheta stated that as a matter of fact, they are intending to catch up on projects that they are behind on, this coming year.

Ms. Iraheta stated that current staff is five; three full-time and two part-time positions. Ms. Iraheta stated the most significant change is staffing for the upcoming year. This includes having hired herself this last month and they are in the process of hiring another Grant Manager and that displays the increase of about \$200,000 projected for the next fiscal year.

Ms. Iraheta stated that other than that, the City was anticipating for the next fiscal year an offset in the General Fund of approximately half a million [dollars]; that may not be the case for the upcoming year because of CDBG changes that they are having to make and they don't know what that number will end up being. Ms. Iraheta stated the applications that were just submitted, staff will have more information in the next couple of weeks as to how much will be allocated for Admin under CDBG. Ms. Iraheta stated she would be happy to answer any questions.

Mayor Poythress stated he had a question as she'd mentioned another Grants Manager; that's her position.

Ms. Iraheta stated that she is the Grant Administrator and they have a vacancy for the Grants Manager.

Mayor Poythress asked who was in that position previously.



Ms. Iraheta stated they had a consultant working the Transit Manager position.

Mayor Poythress thanked Ms. Iraheta.

Council Member Oliver asked typically for those administrative costs, what percentage have been offset by CDBG. Council Member Oliver asked if it was 100% or close to 100% as far as salaries.

Mr. Tooley stated it tends to depend. It tends to be department specific so whereas the City used to pay for Graffiti Abatement and Code Enforcement; it didn't pay 100% for those activities but it made a very significant contribution and that is indicated by red. Mr. Tooley stated that in previous years, the City's had as much as half a million dollars in offset in the General Fund. Based on everything that he's heard, he would think it's a bad fight to pick with Block Grant. Mr. Tooley stated the City has some very specific projects that will provide capital assets to the City and those will provide some relief to the General Fund, but the City's ability to pay for warm blooded people is probably something less than zero. Other than the cost allocation from a specific activity from a project basis, they're just tightening it up.

Ms. Iraheta stated that under Capital Projects the City will probably see some percentage; staff is hoping close to the 20%. It depends what was submitted in those applications.

Council Member Oliver asked under Administrative, each year this department applies for funds, correct, to offset some of those salary compensation costs and he knows they are probably going to increase some of their staff there; he is just curious to see if the plan is to offset that by the CDBG's Administrative allocation because in there are other departments, agencies and organizations that do apply for the same pool of funds.

Mr. Tooley stated that the questions with regard to the City's ability to offset the cost of the City's Grants Department, "yes", they are going to be able to effectively address that. Mr. Tooley stated that the questions with regard to other departments in the City, it's obviously going to be very limited.

Council thanked Ms. Iraheta and Mr. Tooley.

Mr. Przybyla stated this moves them on to Code Enforcement and that Viola Rodriguez is here to give that presentation.

Viola Rodriguez, Neighborhood Preservation Supervisor stated that their department is projected to see a fluctuation in both the revenues and the expenditures. The shift is expected to be due in part to changes in their current staffing and the start-up costs that will be needed to implement a rental housing inspection program should it be adopted.

Ms. Rodriguez stated that during the peak of the foreclosure crisis, Code Enforcement consisted of one supervisor and six Neighborhood [Preservation] Specialists with four part-time persons. Ms. Rodriguez stated to date, that department consists of a Neighborhood Preservation III acting as a supervisor and five Neighborhood Preservation Specialists and three part-time positions of which one is currently vacant which leaves them with 1½ positions short.

Ms. Rodriguez stated they just completed a second Weed Abatement Program and they received more compliance than they anticipated so in terms of finance, it isn't costing them as much as what they originally thought it was going to cost. Ms. Rodriguez stated the cost of the abatement is processed as a lien on the property's tax roll so the cost will then equal out the revenue.

Ms. Rodriguez stated in addition to this process, as a department, they are going to be focusing on their code enforcement activity. They will be looking at an area where a code enforcement hasn't been assigned to. This area is located west of Adell [Street] at Clark [Street] and Sharon Boulevard.

Ms. Rodriguez stated the reason she is bringing this up is because last year, they were short-staffed so they started to focus on the training/cross-training of each of their Code Enforcement officers so that each one can step in and help each other and because of that, they have been able to utilize their staff in different areas such as the abandoned vehicles which used to be assigned to just one person. Ms. Rodriguez stated the reason she is bringing that up is because as they take on more activity, they may come back to Council and ask Council to back-fill some of these positions.

Ms. Rodriguez stated that along with the programs she just mentioned, they are going to continue to work with the neighborhoods through the different meetings and they are still working on organizing the Neighborhood National Night Out which is scheduled for August 4<sup>th</sup>.

Ms. Rodriguez stated at this point, she wanted to make note that they are going to be making adjustments to accommodate the vacancy of the Neighborhood Outreach Coordinator which right now Saleh [Alhomedi] is holding that position. He will be leaving them. He is attending to a family emergency so they will have a vacancy then.

Ms. Rodriguez stated that in the past years, Code Enforcement has been funded 1/3 Redevelopment, 1/3 Block Grant and 1/3 General Fund, but two of those are gone and so now they only have the General Fund and that's what will be funding their budget along with fines and penalties. Ms. Rodriguez stated they will continue to be vigilant on their Code Enforcement activities and they are going to hope to reposition themselves so that they will be able to apply for the CDBG grant this next go-around. Ms. Rodriguez stated she would be happy to answer any questions.

Council Member Robinson asked how many positions were vacant.

Ms. Rodriguez stated there are 1½; this is a part-time position and a Code Enforcement officer.

Council thanked Ms. Rodriguez.

Mr. Przybyla stated he believes that wraps up all the General Fund presentations. Mr. Przybyla stated at this time he would skip back to the summaries of the other funds and they will try to cover those.

Mr. Przybyla stated here [on the presentation slides] are the summaries of other funds starting off with the Enterprise Funds and Revenue and Expenditures.

Mr. Przybyla stated Council could see that the Sewer Fund is looking at about \$531,000 deficit but they've got \$834,000 of capital outlay so that would tell them that they are operating within budget; they are bringing in as much revenues as they are expending operational expenses and that pretty much explains the Sewer Fund.

Mr. Przybyla stated that in the Solid Waste Fund, they've got a slight deficit of \$217,000 but basically they are doing that according to plans to use up some of the fund balance that was built up over the years rather than increase rates for the customers.

Mr. Przybyla stated the Water Fund, another of major Enterprise Funds, is projecting a \$2.1 million deficit but it's got a \$3.2 million projection for capital outlaying so again they are meeting their operational costs from current operation operational income.

Mr. Przybyla stated that Council will see here also that the Utility Billing Collections budget went from \$2.1 million down to zero because that's folded into these other budgets. Mr. Przybyla stated there is a new one here; the Finance Utility Billing Water; that's absorbing cost related to that.

Mr. Przybyla stated that Drainage has turned around since the preliminary presentation also which staff had a projected deficit and staff is now projecting a slight surplus in the Drainage outlay.

Mr. Przybyla stated other than that there are the other Enterprise revenues. He believes the Airport is the largest of those and it's projecting a slight deficit.

Mr. Przybyla stated Dial-a-Ride is projecting a slight deficit also but Fixed Route is projecting a surplus.

Mr. Przybyla stated overall it is \$2.8 million of total Enterprise Funds projected and more detail will follow on that, of course.

Mr. Przybyla stated the next one is the Internal Service Funds revenues and expenditures.

Mr. Przybyla stated Council can see [in the slide] that Fleet is projecting a \$291,000 deficit as mentioned in the preliminary presentation. Mr. Przybyla stated that is because in some years, they buy more vehicles than they set aside monies for and in this particular year they are projecting to buy more vehicles than they are charging the departments to fund those vehicle replacements.

Mr. Przybyla stated Facilities Maintenance is pretty much a balanced budget with a \$1,000 deficit and in the Technology budget they're spending \$109,000 more than they are charging the departments, again because of capital outlay projects and expenses.

Mr. Przybyla stated the last of the summaries is the Special Revenue Funds revenue and expenditures and there is a lot of detail there that he doesn't think they will even cover this evening but it is there for Council's reading enjoyment should Council want to go through it in detail at some time and he would be glad to review that with Council.

Mr. Przybyla stated at this time they would cut back to the staff presentations and pick up where they left off. Mr. Przybyla stated they've covered those summaries [on the slides] and will now start with Finance.

Mr. Przybyla stated as promised here [on presentation slide] is the Water Utility Billing. Sewer Utility Billing at 25%; Water is at 50% and Solid Waste. Mr. Przybyla stated that as he has mentioned, staff has taken the General Fund budget, split it out into the three funds that were funding that instead of doing transfers-in and transfers-out, they are doing it directly to those funds.

Mr. Przybyla stated they have the Community Facility District [CFD] for city-wide services. There is an \$800,000 that he mentioned, that they are transferring into the General Fund to fund operations this year. Mr. Przybyla stated that would be the CFD of most interest to Council, he's sure.

Mr. Przybyla stated that as Council can see [in the slide], staff budgeted \$500,000 to transfer-in for FY 15/16 but rather than transfer that much in this year, they are only going to transfer \$100,000 and leave more to help balance the budget next year.

Mr. Przybyla asked if the Council had any questions so far. No questions were asked.

Mr. Przybyla stated this [line item on the presentation slide] is basically the KB Home Community Facility District which basically just services the debt related to that Community Facility District and then there is another CFD for deficits of the 2006 bonds.

Mr. Przybyla stated that his department also handles the accounting for the Parks' Facilities Lease Administration.

Mr. Przybyla asked the Chief of Police is he wanted to cover the SLESF [Supplemental Law Enforcement Services Fund] budget or if he just wanted Mr. Przybyla to say it was pretty much the same as last year. Steve Frazier, Chief of Police stated it is exactly the same as last year.

Mr. Przybyla stated that to be corrected, that is exactly the same as last year. \$100,000 of front line services funding for the Police Department [PD]. Staff is continuing the \$100,000 which will go 100% towards Other Supplies as PD's budget of this year.

Mr. Przybyla stated that JAG [Justice Assistance Grant] is another grant that's at \$35,000; remaining exactly the same as last year also.

Police Chief Frazier stated, "no", that they funded about \$38,000 this year and like last year they will spend that for the car camera.

Mayor Poythress stated that Mr. Przybyla will repeat that for the microphone.

Mr. Przybyla stated that actually the Chief of Police stated that this \$35,000 budget has just been kicked up to \$38,000 and they are going to use that entirely for the new cameras that will be put into the police vehicles.

Mr. Przybyla stated that now that they've covered Finance and PD, they would move on to Public Works which should be the lion's share of this part of the presentation.

Dave Randall, Public Works Operations Director started with just the highlights in Water. Mr. Randall stated that as Council knows, the City increased fee rates considerably but then there was a corresponding reduction in sales from Water Conservation so revenues are down slightly but the projections of what they are producing are fairly close so they're really not hurting the fund balance too badly and they are confident that they can stay the course and keep their fund balance appropriately.

Mr. Randall stated that some of the changes they do have, though, they are recommending in this budget that they add a Water System Worker I position to the Water Maintenance Division. Mr. Randall stated that what this position will do; it's a brand new position not funded before, it just addresses a shortfall they have in their ability to abate the maintenance.

Mr. Randall stated they have quite a system of valves, as the Council can imagine, in the City that have to be exercised continually and from time to time, repaired. Mr. Randall stated that because they are limited in resources, they haven't been able to keep up on that for the last number of years; he doesn't know how far back it goes, and so they have a lot of valves that are failing. Mr. Randall stated that what happens is when they have to isolate an area for a water break or whatever, results sometimes in larger areas having to be shut down because valves aren't working correctly. Mr. Randall stated they don't want that trend to continue so they are funding this position to try to get back up to speed and maintain the system in a little more appropriate fashion.

Mr. Randall stated additionally they have an existing pit position; Engineering Technician position and it's being proposed that it be replaced with an Administrative Analyst. Mr. Randall stated the Engineering Tech position really isn't aligned with what they do currently. They rely on the Engineering Department to do engineering and it used to be, actually, an Analyst position and that's needed to really do the regulatory compliance and other issues they have to do in Public Works so by doing this, this position will continue for another three months and then they will end on September 30<sup>th</sup> and they will replace that person with a recruitment for an Administrative Analyst which will be hopefully filled by October 1<sup>st</sup>. Mr. Randall stated that would give them a little better skill set to try to do what they are trying to do.

Mr. Randall stated there is an item that will be coming back to Council shortly on the funds that are sort of available from Water Conservation. Mr. Randall stated that Council may recall that when they did their rates, they anticipated \$1,000,000 being available to rebates. Mr. Randall stated they are not utilizing that much and so they've used them for a few things; Ms. Seay mentioned part of it. Mr. Randall stated they have some ideas on what they'd like to do so within the next two agenda cycles, they will be back with some proposals on how they can best utilize those dollars.

Mr. Randall stated than in Sewer for next year, the major effort will be the implementation of the infrastructure study. It's something that was funded in this year's budget and they are in the process of actually making the final selection of the firm but it will be a long process that will be going through but it will be a significant work effort for Engineering [Department] as well as Public Works [Department].

Mr. Randall stated as Council knows, a full-time Senior Engineer and a full-time Construction Inspector were requested as part of this budget and again, that is to try to address all the capital projects that they do have. There is quite a bit to be done and unless they increase staff, it just simply won't get done and so they've identified the need through the various infrastructure studies and everything else that's been produced over the last couple of years. Mr. Randall stated they've found the money in the rate structure but now they actually have to build it so they need those people to do it.

Mr. Randall stated that in the Waste Water Treatment Plant, things are going pretty much the same except they're experiencing a number of vacancies. Mr. Randall stated it won't affect the budget but they are currently recruiting for three vacant positions. They will have a lot of repairs as is normal course for a large plant like that but it continues to operate efficiently.

Mr. Randall stated that as was mentioned, the Storm Drainage budget was originally going to be running at a deficit. Mr. Randall stated what they did to correct that was that they identified a project where they are taking the drainage basins, putting vertical percolation in; drywells, if you want to call them that, to make them into an asset of the Water Department therefore that maintenance shifts from Storm Drainage into Water. Mr. Randall stated the difference being that Storm Drainage doesn't have any way for them to practically increase fees so they are always sort of falling behind whereas Water can be funded appropriately to match the expenses as they occur.

Mr. Randall stated with that, he would be happy to answer any questions the Council might have. No questions were asked.

Mr. Przybyla asked Mary Anne Seay, Parks and Community Services Director if she had anything she'd like to cover. He also stated that she has the Parks and Development Fund which is Non-General Fund but which is funded by grants such as the one that she mentioned earlier that they are expending before the June 30 deadline. Mr. Przybyla stated that for the next year, they are looking at \$95,275 to be used on Centennial Park.

Ms. Seay stated the \$95,275 is a second year allocation for Housing Related Parks Program so the project that Council sees underway at Centennial Park is not going to be completed by Friday although they are going to have a lot of resources expensed by Friday for that and the Knox Park project on A and Knox Streets. Ms. Seay stated the \$95,000 represents kind of the completion, not the completion of that project, but the HRPP funds that are allocated to the completion of that project.

Ms. Seay asked if Council had any questions.

Council Member Medellin asked for the estimated completion date.

Ms. Seay stated at some date in the near future but not too near future.

Council Member Medellin stated she sounded like a contractor.

Ms. Seay stated that what you do with contractors is you take what they give you, a span from six to eight weeks, you take the second number, double it, add two months and you might not get disappointed.

Council Member Medellin stated then you're in the ballpark.

Ms. Seay stated they have a formula for everything.

Mr. Przybyla stated that also under the Non-General Fund is the Golf Operations. Mr. Przybyla stated it looks like there will be a transfer-in this year of \$191,000 from the General Fund to help fund the debt service.

Mr. Przybyla asked if Ms. Iraheta had anything she wanted to mention, any significant changes, in the Dial-A-Ride or the Fixed Route budgets that she wanted to cover this evening. Mr. Przybyla stated no significant changes. Mr. Przybyla stated Council could see that capital outlays were staying exactly the same; slight increase in the Dial-A-Ride. Mr. Przybyla stated nothing in that because it's been moved out so basically no significant increases in those budgets.

Mr. Przybyla stated they do have the \$300,000 in capital outlay under the MAX Capital Outlay budget and significant amount of funding that's coming in this year that will be used primarily for future projects.

Mr. Przybyla stated Fleet Services is next and they have Randy Collin in the audience and he would like Mr. Collin to come up and tell Council a little bit about the Fleet Services budgets.

Randy Collin, Fleet Operations Manager stated that Fleets has basically two parts to it. The first is the Equipment Maintenance and really the only thing changed this year in that is the Cost of Living and the other section is the Equipment Replacement and Mr. Przybyla had talked a little bit earlier about that. Mr. Collin stated that in the General Fund sections, they deferred the department contributions by a year and also the corresponding equipment purchases for that. The biggest impact there would probably be PD [Police Department].

Mr. Collin stated that was all he had unless Council had questions.

Council thanked Mr. Collin.

Mr. Przybyla stated if there were no questions on Fleet, the next budget was Information Services. Mr. Przybyla stated Ted [Uyesaka, Information Services Manager] had to go home sick today so he [Mr. Uyesaka] asked him [Mr. Przybyla] to cover his budgets for him.

Mr. Przybyla stated here was an overview of what has changed: Under 4710-3040, Contracted Services has risen substantially. Mr. Przybyla stated this is due to the moving of \$60,000 to pay for the annual maintenance for the City's MAIS system from Finance to IT to assist in the City's continued standardization of Enterprise systems and their costs. Mr. Przybyla stated this also has approximately \$90,000 in annual recurring fees for the fiber infrastructure project that Council approved earlier in this year. Mr. Przybyla stated there is also an additional \$40,000 for a new back-up system and miscellaneous software licenses, hence the increases to the line item Contracted Services.

Mr. Przybyla stated that in 4710-5001, Computer Equipment shows an increase of almost \$100,000. Replacement of the City's core servers and network equipment is now on a regular schedule. The actual annual costs may increase the equipment schedule and can vary from year to year. All equipment is on a five to seven year replacement schedule and this is calculated into an annual cost for each department. In some years the Internal Service Fund may cover the total cost of what is captured but it may not cover the total cost, but this could be captured in subsequent years when the fees exceed what is actually purchased and replaced for the year which is basically what he [Mr. Przybyla] said earlier regarding Fleet and IT.

Mr. Przybyla stated when you have a schedule that you charge the departments an even amount each year to replace uneven amounts of replacement equipment, some years you spend more than you bring in.

Mr. Przybyla stated he believes that concludes all of the items that staff would like to cover this evening of the budgets staff wanted to go over in detail, that is. Mr. Przybyla stated he would refer back to his slideshow. Mr. Przybyla stated they did this in pretty good time.

Mr. Przybyla stated the final slide that he has is the Final Budget preparations now. Staff will be working feverishly this week to wrap up the Final Budget for presentation to Council at the July 6<sup>th</sup> meeting.

Mr. Przybyla asked if Council had further questions of staff regarding the proposed budgets.

Mr. Przybyla asked if Council had any recommendations or recommended changes to the proposed budgets at this time. Mr. Przybyla stated if not, then staff will proceed on the course that they have right now to wrap up the budget preparations, get it to Council by the July 6<sup>th</sup> meeting.

Mr. Przybyla stated there may be some bells and whistles that won't be in what gets proposed to the Council but they'll add some of those bells and whistles, some frosting and decorations and what not before staff submits it for the awards application. Mr. Przybyla stated they anticipate getting the CSMFO Excellence in Budgeting Award again this year.

Mr. Przybyla asked if Mr. Tooley had anything he would like to add to the conversation.

Mr. Tooley stated he would like to thank the Council. He knows, notwithstanding the fact that they've had some preliminary presentations, Council has to feel like they got fed with a firehose tonight.

Mr. Tooley stated he did want to make a couple of closing remarks; just something to put away. Mr. Tooley stated he sat down this afternoon and asked himself what his top priorities are as the Council's City Administrator.

Mr. Tooley stated the five things that he identified for himself are, first of all, over the next couple of years possibly the most mission critical they have to do is get the physical assets built that the City promised in the rate increases; the Water and Sewer Funds. Mr. Tooley stated those are important; they have everything to do with quality of life and the City's ability to grow. They're just that important. Mr. Tooley stated second of all, staff continues to go through the implementation of a new financial enterprise operating system; that sucks up huge amounts of time from one week to the next. It is a lot like giving birth. It has that kind of organizational pain taking place. It's a struggle, even in the best of circumstances and they have a limited number of staff so that is the second priority.

Mr. Tooley stated that Police Chief Frazier touched on a public safety tax. If they pass the public safety tax, the next two years, his expectation is that they are going build a new fire station and open it. His expectation is that the City will have a lot of new boots on the ground and Police Chief Frazier and his team are going to spend an undue amount of time recruiting, training and making individuals part of the organization. Mr. Tooley stated make no mistake, there's a lot of work that goes with that.

Mr. Tooley stated the City has a tax sharing agreement that has yet to be completed and last of all, development is a priority for him led by the discussion about the casino and travel center at Avenue 17 and SR 99.

Mr. Tooley stated his focus is not just on the General Fund because he's touched on the importance of the projects in the Enterprise Fund but let him focus for a minute on the General Fund. Mr. Tooley stated staff does lots of things that a traditional finance manager would tell you go beyond reasonable risk and that's who he is. Mr. Tooley stated he was brought up as a traditional finance manager. Each year staff takes the City a little bit further out on the limb. Every year staff takes a little more risk and every year staff makes it work. Mr. Tooley stated that's the good news.

Mr. Tooley stated the bad news is it works until it doesn't so they've had the risk discussion before and he's not going to beat the drum because he thinks Council adequately understand it but they've pushed themselves out there and they need the new development. Mr. Tooley stated they need to expand the economic pie in this city. They need to get more people actively employed and becoming part of that living economic organism if they're going to succeed and meet all of their financial requirements.

Mr. Tooley stated with that, he will stop and yield to the Council for any additional discussion or direction.

Mayor Poythress stated he would just like to thank everybody for all their hard work in getting them here and getting this budget put together. It's not unlike other years and as David [Tooley] pointed out, every year it's a new set of challenges.

Mayor Poythress stated that what Mr. Tooley didn't mention are increased costs of personnel, not only with the benefits but also with the minimum wage. Mayor Poythress stated he is not sure that they get the grasp of what the minimum wage increase is going to be doing to the their economy as a State because they are not only looking at increasing it over the next four or five years to that \$15 dollars an hour but there's that compaction issue. Mayor Poythress stated somebody that is making \$15 an hour now and doing that type of work is not going to be happy making minimum wage at that particular time and so they're going to be looking at increases there.

Mayor Poythress stated during that time, it's going to be more and more difficult, he thinks, for them to be able to balance the budget and potentially even keep the level of personnel that they have unless they are able to find sources of revenue.

Mayor Poythress stated technology is going to become more and more important so there is no lack of challenges that they face but, again, he is honored to be associated with a great team of folks that are able to meet that challenge and have exceeded that challenge and he has every confidence that they'll continue to be able to do that in the future, thank you.

Mayor Poythress asked if there were any other comments.

Council Member Medellin stated, "Well said, Mr. Mayor" and Mayor Poythress thanked him.

## 2. Council Reports

Council Member Robinson stated last Wednesday to Thursday, he attended the Mayor and Council Members Executive Forum. The League of California Cities put it on. Council Member Robinson stated they had some really interesting classes. One of the classes that he took was the, "Recommended Protocols for City Councils during Labor Negotiations". This session offered "best practices" with the objective of reaching responsible agreements with labor efficiently and fairly. Council Member Robinson stated he can honestly say that they do that.

Council Member Robinson stated that another class was, "Top Ten Things about City Finance Today" and the next was, "The How's and Why's of Police-Community Relations and Diversity". Council Member Robinson stated they concentrated on Stockton's journey and transition from having historically high crime rates, to reaching prominence on the national scene for best practices. Council Member Robinson stated it was a pretty good story.

Council Member Robinson stated and then they talked about, "Strengthening the Council-Manager Team". Council Member Robinson stated a strong city council-city manager relationship is essential to effective local government and they heard about the most pressing challenges facing managers around the state.

Council Member Robinson stated then plus, "The News Cycle – The Do's and Don'ts for Elected Officials" for reporting on stories 24-7 on social media.

Council Member Robinson stated it was really educational and he brought some books, "City Financing and What You Should Know" if anybody is interested in having this.

Mayor Pro Tem Rigby stated there was nothing to report other than his condolences to the Scarborough family if they know that John [Scarborough, Park Planning Manager] recently lost his father who was a dear friend of his [Mayor Pro Tem Rigby's] family. He was just a great friend. Mayor Pro Tem Rigby stated that



one of the stories that he recollects is that Mr. Scarborough's father and his [Mayor Pro Tem Rigby's] uncle would compete for an award for Better Homes & Garden Lawn of the Year in Fresno which was an unofficial title that they made a sign and they would put it in front of their own homes to compete against each other. Mayor Pro Tem Rigby stated he will miss golfing with Mr. Scarborough's father; he is going to miss shooting the bull with him. Mayor Pro Tem Rigby stated he was a great guy and his condolences to their family.

Council Member Holley stated there was nothing to report. He stated he did everything they all said and if they had any more, he did that too.

Council Member Medellin stated he had nothing to report.

Council Member Oliver stated he had nothing to report.

Mayor Poythress stated he had nothing to report.

Mayor Poythress thanked everybody, wished them a wonderful evening and to stay cool.

### **ADJOURNMENT**

The meeting was adjourned by Mayor Poythress at 7:34 p.m.

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

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

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SONIA ALVAREZ, City Clerk

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ROBERT L. POYTHRESS, Mayor

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Prepared by:  
ZELDA LEÓN, Deputy City Clerk

City of Madera

Council Meeting Of December 7th, 2016  
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: 12/07/2016

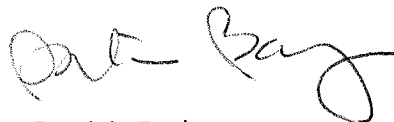
Attached, for your information, is the register of the warrants for the City of Madera covering obligations paid during the period of:

November 8th, 2016 to November 28th, 2016

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

General Warrant:	11090-11373	\$ 1,959,104.18
Wire Transfer	Union Bank Payroll and Taxes	\$ 645,791.66
Wire Transfer	SDI	\$ 2,054.45
Wire Transfer	Cal Pers	\$ 169,588.55

Respectfully submitted,



Patricia Barboza  
Financial Services Manager

**CITY OF MADERA**  
**REGISTER OF AUDITED DEMANDS FOR BANK #1-UNION BANK GENERAL ACCOUNT**  
**November 28th, 2016**

CHECK	PAY DATE	ISSUED TO	DESCRIPTION	AMOUNT
11090	11/10/2016	FAMICO CORPORATION	FACILITY SECURITY MGMT	1,285.00
11091	11/10/2016	ADMINISTRATIVE SOLUTIONS INC.	MONTHLY ADMINISTRATIVE FEE NOVEMBER 2016	4,364.50
11092	11/10/2016	ALL VALLEY ADMINISTRATORS	MEDICAL & CHILD CARE EXPENSE ACCT 11/04/16 PAYROLL	731.16
11093	11/10/2016	SAK CONSTRUCTION	ACCT TERMED 9/23/16 METER #32 REMOVED	1,670.72
11094	11/10/2016	SAK CONSTRUCTION	ACCT TERMED 9/23/16 METER#31 REMOVED	1,670.72
11095	11/10/2016	SNELSON INC	ACCT TERMED 10/12/16 METER#36 REMOVED	1,645.64
11096	11/10/2016	AT&T	PD PRIVATE LINE SVS 10/19 -11/18	378.42
11097	11/10/2016	BANK OF NEW YORK MELLON	DISSEMINATION AND TRUSTEE FEE NOV 2016 - OCT 2017	2,014.00
11098	11/10/2016	BANK OF THE WEST	IN CAR CAMERA	8,713.46
11099	11/10/2016	CARNICERIA Y TAQUERIA MEXICO	REFUND OVERPAYMENT ON BUSINESS LICENSE #52740	986.60
11100	11/10/2016	BARRIGA JORGE	BUILDING PERMIT - WATER METER PROJECT	46.73
11101	11/10/2016	MERCED CO COMMUNITY ACTION PARTNERSHIP	REFUND OF PERMIT FEES	51.87
11102	11/10/2016	SUN RUN	REFUND OF FEES FOR PERMIT #20161763	126.60
11103	11/10/2016	BRIDGE STORE	ALTERNATIVE PAY STATION SERVICES FOR SEP 2016	753.00
11104	11/10/2016	BSK ASSOCIATES	PERMIT COMPLIANCE	2,065.00
11105	11/10/2016	BURNS, KARYN	PER DIEM FINGERPRINT ID-BASIC	352.00
11106	11/10/2016	BUSHONG, JASON	MILEAGE REIMBURSEMENT WWTP 10/27/16	14.93
11107	11/10/2016	CALIFORNIA BUILDING STANDARDS COMMISSION	BUILDING STANDARD ADMIN SPECIAL QTR1	724.00
11108	11/10/2016	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINT - CITY HALL FINANCE	1,278.70
11109	11/10/2016	CALIFORNIA DEPARTMENT OF JUSTICE	BACKGROUND CHECKS/ FINGERPRINTING	160.00
11110	11/10/2016	CALIFORNIA DEPARTMENT OF TRANSPORTATION	SHARED COSTS	1,343.73
11111	11/10/2016	CHEVROLET OF WATSONVILLE	2017 M2 FREIGHTLINER	104,756.46
11112	11/10/2016	CITY OF MADERA	CLOTHES WASHER REBATE APPLY TO ACT 5752007	225.00
11113	11/10/2016	COLONIAL LIFE & ACCIDENT INSURANCE CO	#E700482-3 FOR 11/04/2016 PAYROLL	1,116.53
11114	11/10/2016	CORELOGIC INFORMATION SOLUTIONS INC	REALQUEST SEPTEMBER 2016	175.00
11115	11/10/2016	CYRUN	MAINTENANCE AND SUPPORT	50,000.00
11116	11/10/2016	DEPARTMENT OF CONSERVATION	1ST QTR 16/17 SMIP FEE REPORTING	1,841.78
11117	11/10/2016	DIAMOND COMMUNICATIONS	SECURITY ALARM MONITORING DEC-FEB	405.00
11118	11/10/2016	ECN POLYGRAPH AND INVESTIGATIONS	POLYGRAPHS	900.00
11119	11/10/2016	ENTENMANN-ROVIN CO	NEW OFFICER BADGE	104.18
11120	11/10/2016	EPPLER TOWING	TOW SVS - CASE #2016-01694, #2016-01813	800.00
11121	11/10/2016	EWING IRRIGATION PRODUCTS	IRRIGATION SUPPLIES	1,658.29
11122	11/10/2016	FORENSIC NURSE SPECIALISTS, INC.	FRESNO SART	900.00
11123	11/10/2016	FRESNO COUNTY ECONOMIC OPPTY. COMMISSION	SENIOR SITE KITCEHN SUPPLIES	594.86
11124	11/10/2016	FRESNO MADERA AREA AGENCY ON AGING	09/16 UNSERVED MEALS	167.20
11125	11/10/2016	GOLDEN STATE FLOW MEASUREMENT INC.	PROGRAMER REPAIRS	441.34
11126	11/10/2016	HOOVER, CLAY	REIMBURSEMENT FOR LUNCHES - TRAINING	31.81
11127	11/10/2016	J. W. MYERS INC.	OIL FOR WATER WELLS	865.86
11128	11/10/2016	LEXISNEXIS	OCTOBER CHARGES	274.00
11129	11/10/2016	LINCOLN FINANCIAL	LIFE & LTD INSURANCE NOVEMBER 2016	7,231.70
11130	11/10/2016	MADERA COUNTY E D C	REIMBURSEMENT FOR 1ST QTR SALARIES AND EXPENSES	836.03
11131	11/10/2016	MADERA COUNTY OFFICE OF EDUCATION	MADERA COMPACT MEMBERSHIP DUES	200.00
11132	11/10/2016	MADERA COUNTY TREASURER	SEPTEMBER 2016 PARKING PENALTIES	139.50
11133	11/10/2016	MADERA TRIBUNE	PC NOTICE 11/02/16	185.58
11134	11/10/2016	MAJORS, BRIAN	REIMBURSEMENT FOR LUNCHES - TRAINING	40.89
11135	11/10/2016	MOLINA, HUMBERTO	CA-NV AWWA CONFERENCE - LODGING REIMBURSEMENT	566.88
11136	11/10/2016	MONDRAGON, JUAN	MILEAGE REIMBURSEMENT WWTP 10/28/16	20.74
11137	11/10/2016	N.P.C.-ORCHARD TRUST COMPANY	PLAN #340227-01 FOR 11/04/2016 PAYROLL	6,984.71
11138	11/10/2016	N.P.C.-ORCHARD TRUST COMPANY	PLAN #340227-02 FOR 11/04/2016 PAYROLL	3,092.52
11139	11/10/2016	PACIFIC GAS & ELECTRIC	09/16 SVS 3533032414	330,162.31
11140	11/10/2016	CRYSTAL ENRIQUEZ	PARK DEPOSIT REFUND	50.00
11141	11/10/2016	EDUARDO CALDERON	PARK DEPOSIT REFUND	50.00
11142	11/10/2016	FIRST SOUTHERN BAPTIST CHURCH C/O LESTER MOORE	PARK DEPOSIT REFUND	50.00
11143	11/10/2016	IRENE FLORES	PARK DEPOSIT REFUND	50.00
11144	11/10/2016	JAVIER RAMIREZ	PARK DEPOSIT REFUND	50.00
11145	11/10/2016	KATRINA ANDRADE	PARK DEPOSIT REFUND	50.00
11146	11/10/2016	LENAL TUNE	CLASS CANCELLED	80.00
11147	11/10/2016	LEONARD MATA	CHANGE OF VENUE	165.00
11148	11/10/2016	LYDIA CONTRERAS	PARK DEPOSIT REFUND	50.00
11149	11/10/2016	MADERA EMPLOYEE ASSOCIATION C/O JOHN MONTEMAYOR	PARK DEPOSIT REFUND	50.00
11150	11/10/2016	MAYRA GOMEZ	PARK DEPOSIT REFUND	50.00
11151	11/10/2016	MAYRA GOMEZ	PARK DEPOSIT REFUND	50.00

11152	11/10/2016	MONICA MORGAN	FACILITY DEPOSIT REFUND	100.00
11153	11/10/2016	MONICA VALDEZ	PARK DEPOSIT REFUND	50.00
11154	11/10/2016	NANCY GREY	PARK DEPOSIT REFUND	50.00
11155	11/10/2016	NARCOTICS ANONYMOUS C/O JANICE ISOM	PARK DEPOSIT REFUND	50.00
11156	11/10/2016	PATRICIA CARDENAS	PARK DEPOSIT REFUND	50.00
11157	11/10/2016	RACHEL CEJA	PARK DEPOSIT REFUND	50.00
11158	11/10/2016	RITA MARTINEZ	PARK DEPOSIT REFUND	50.00
11159	11/10/2016	TAYLUR TUTT	PARK DEPOSIT REFUND	50.00
11160	11/10/2016	VALLEY WEST CHRISTIAN CENTER - CHARLES RIGBY	PARK DEPOSIT REFUND	50.00
11161	11/10/2016	YESENIA GUTIERREZ	PARK DEPOSIT REFUND	50.00
11162	11/10/2016	PAY PLUS SOLUTIONS, INC.	CALPERS PRODUCTS	272.00
11163	11/10/2016	PHOENIX GROUP INFO SYS	CITATIONS SEPTEMBER 2016	237.98
11164	11/10/2016	POYTHRESS, ROBERT L	CA RAIL AUTHORITY MTG HSR MILEAGE & PARKING	164.88
11165	11/10/2016	PRAXAIR DISTRIBUTION, INC.	CYLINDER DEMURRAGE RENTAL	502.51
11166	11/10/2016	PROFORCE	PD ADMINISTRATION	2,208.61
11167	11/10/2016	PUBLIC RESTROOM COMPANY	CENTENNIAL PARK RETENTION PAYMENT	1,572.00
11168	11/10/2016	KEVIN WEAVER	RESOLUTION 16-118 - REIMBURSE SIDEWALK REPAIR COST	3,985.00
11169	11/10/2016	SILVA, WENDY	MILEAGE REIMBURSEMENT 10/28/16 CSJVRMA BOARD MT	39.74
11170	11/10/2016	SUNEDISON, LLC	SOLAR ELECTRIC UTILITIES OCTOBER 2016	19,892.26
11171	11/10/2016	SYNAGRO WEST, INC.	BIOSOLIDS TRANSPORTATION	7,782.71
11172	11/10/2016	THYSSENKRUPP ELEVATOR CORPORATION	YOUTH CENTER ELEVATOR SERVICE	241.98
11173	11/10/2016	TRANSUNION RISK & ALTERNATIVE DATA SOL.	DATABASE ACCESS OCTOBER 2016	112.00
11174	11/10/2016	VANTAGEPOINT TRANSFER AGENTS-457	PLAN#302351 CONTRIBS FOR 11/04/16 PAYROLL	24,195.55
11175	11/10/2016	VASQUEZ, RYAN	REIMBURSEMENT FOR LUNCHES - TRAINING	31.35
11176	11/10/2016	VILLA GARDENING SERVICE INC	SEPTEMBER GARDENING SERVICE	275.00
11177	11/10/2016	WILDLIFE CONTROL TECHNOLOGY, INC.	MONTHLY RODENT SERVICE	1,035.00
11178	11/16/2016	HARPER, JEFFREY	ASSET FORFEITURE REIMBURSEMENT	1,052.43
11179	11/17/2016	ALL VALLEY ADMINISTRATORS	MEDICAL & CHILD CARE EXPENSE ACCT 11/18/16 PAYROLL	833.16
11180	11/17/2016	AMERICAN BUSINESS MACHINES	STAPLES FOR COPY MACHINE	63.72
11181	11/17/2016	AMERICAN MOBILE SHREDDING	SHREDDING SERVICES	280.00
11182	11/17/2016	AMERICAN REFUSE, INC.	VAN TRAILER - 201 ALMOND AVE	896.40
11183	11/17/2016	ARAMARK UNIFORM SERVICES	09/16 UNIFORM SERVICES	3,046.94
11184	11/17/2016	AT&T	10/16 CALNET 3 SVS 9391031566	549.28
11185	11/17/2016	SUN TIM ENERGY	REFUND OF FEES FOR PERMIT #20160850	177.34
11186	11/17/2016	BSK ASSOCIATES	WATER SAMPLES	665.00
11187	11/17/2016	CBCINNOVIS, INC	ACCESS FEE	16.00
11188	11/17/2016	CITY OF MADERA	NOVEMBER ADC UTILITIES / 322 W 6TH ST	152.94
11189	11/17/2016	CITY OF MADERA	11/16 UTILITIES ACCT# 003040421-6	312.80
11190	11/17/2016	CITY OF MADERA	FY 16/17 APN 009-331-024 - ZONE 51	2,057.04
11191	11/17/2016	CITY OF MADERA	CLOTHES WASHER REBATE APPLY TO ACT 9897463	75.00
11192	11/17/2016	CITY OF MADERA	LOW FLOW TOILET REBATE APPLY TO ACT 4042009	75.00
11193	11/17/2016	COLONIAL LIFE & ACCIDENT INSURANCE CO	#E700482-3 FOR 11/18/2016 PAYROLL	1,116.53
11194	11/17/2016	CONCENTRA MEDICAL CENTERS	PRE-EMPLOYMENT PHYSICAL	349.00
11195	11/17/2016	COOK'S COMMUNICATIONS	REPAIRED TRHI	480.00
11196	11/17/2016	CORELOGIC INFORMATION SOLUTIONS INC	METRO SCAN	150.00
11197	11/17/2016	CPS HR CONSULTING	OFFICE ASSISTANT II TEST	433.40
11198	11/17/2016	DAHL-BECK ELECTRIC	Perform repairs identified dur	7,449.50
11199	11/17/2016	DATAPROSE, LLC	OCT 2016 BILLING/ 48 HOUR NOTICES/ NEWSLETTER	9,342.35
11200	11/17/2016	DIAMOND COMMUNICATIONS	PAN AM ALARM MONITORING	586.00
11201	11/17/2016	DOMINICI CARPET CLEANING SERVICE	YOUTH CENTER UPSTAIRS CARPET CLEANING SERVICES	575.00
11202	11/17/2016	ECOFRESH CARPET CLEANING	CHAIR CLEANING AT PAN AM	495.00
11203	11/17/2016	FIRE SAFETY SOLUTIONS, LLC	FIRE PROTECTION ENG SVS 11/01/16 - 11/15/16	8,006.25
11204	11/17/2016	GOLDEN STATE OVERNIGHT	OVERNIGHT SHIPPING	263.93
11205	11/17/2016	GUARDIAN WESTERN SWEEPING INC.	MONTHLY POWER SWEEPING	521.00
11206	11/17/2016	KB HOME CENTRAL CALIFORNIA	WATER WELL IMPACT FEE REIMBURSEMENT-ORCHARD POI	77,833.08
11207	11/17/2016	LAW & ASSOCIATES	BACKGROUND CHECK	700.00
11208	11/17/2016	M A C E A	NOVEMBER 2016 MONTHLY DUES	25.00
11209	11/17/2016	M P O A	NOVEMBER 2016 MONTHLY DUES	6,682.48
11210	11/17/2016	M.C.E.A.	NOVEMBER 2016 MONTHLY DUES	390.00
11211	11/17/2016	MADERA CLEANERS AND LAUNDRY INC.	YOUTH CENTER MAT SERVICE	32.30
11212	11/17/2016	MADERA COUNTY ARTS COUNCIL	ART CENTER FEASIBILITY STUDY	95,861.00
11213	11/17/2016	MADERA HONDA SUZUKI	VEHICLE MAINTENANCE	572.73
11214	11/17/2016	MADERA PUMPS, INC.	WELL #18 REPAIRS	4,785.00
11215	11/17/2016	MADERA RADIO DISPATCH, INC.	TOWER RENT	295.47
11216	11/17/2016	MADERA TRIBUNE	MAX NEW BUS STOPS	1,320.00
11217	11/17/2016	N.P.C.-ORCHARD TRUST COMPANY	PLAN #340227-01 FOR 11/18/2016 PAYROLL	7,107.96

11218	11/17/2016	N.P.C.-ORCHARD TRUST COMPANY	PLAN #340227-02 FOR 11/18/2016 PAYROLL	2,827.26
11219	11/17/2016	NOLAN MCGUIRE CONSTRUCTION	DIG CRAWL HOLES - DETERMINE ADEQUACY OF FOUNDATI	500.00
11220	11/17/2016	OPERATING ENGINEERS, LOCAL #3	NOVEMBER 2016 MONTHLY DUES	308.00
11221	11/17/2016	CARMELA MACIEL	TURF REPLACEMENT REBATE	750.00
11222	11/17/2016	GUADALUPE TREVINO	TURF REPLACEMENT REBATE	735.00
11223	11/17/2016	RODRIGO PARRA	TURF REPLACEMENT REBATE	552.00
11224	11/17/2016	SALVADOR VARGAS	TURF REPLACEMENT REBATE	687.50
11225	11/17/2016	KATHY CLIFTON	REIMBURSE DOUBLE PAYMENT FOR CITE# 2016-01527-1-1	75.00
11226	11/17/2016	AMANDA GURULE	FACILITY DEPOSIT REFUND	250.00
11227	11/17/2016	ERIC GARCIA	PARK DEPOSIT REFUND	50.00
11228	11/17/2016	GERARDO MENDEZ	PARK DEPOSIT REFUND	50.00
11229	11/17/2016	JUAN RIOS	PARK DEPOSIT REFUND	50.00
11230	11/17/2016	NORMAN QUIROZ	PARK DEPOSIT REFUND	50.00
11231	11/17/2016	ROBERT NUNEZ	PARK DEPOSIT REFUND	50.00
11232	11/17/2016	SERGIO CASTRO	FACILITY DEPOSIT REFUND	100.00
11233	11/17/2016	PECK'S PRINTER	APPLICATION OF ASSESSMENT 8 1/2 X11 2 PART NCR	386.32
11234	11/17/2016	PETERS ENGINEERING GROUP	PROFESSIONAL ENG SVS- TRAFFIC ANALYSIS	12,400.00
11235	11/17/2016	RBC CAPITAL MARKETS	REMARKETING AGREEMENT 08/01/16 - 10/31/16	765.10
11236	11/17/2016	S & L TOWING & GARAGE	TOWING SVS - CASE#2016-01641	200.00
11237	11/17/2016	SILVA, WENDY	MILEAGE REIMBURSEMENT 10/27/16 CSJVRMA BOARD MT	39.74
11238	11/17/2016	SPRINT	INVESTIGATION	30.00
11239	11/17/2016	TAG/AMS, INC.	DOT TESTING	258.00
11240	11/17/2016	TESEI PETROLEUM INC.	FUEL CHARGES 10/21/16 -10/29/16	737.06
11241	11/17/2016	THRIVE FITNESS	NOVEMBER 2016 MONTHLY DUES	52.00
11242	11/17/2016	THYSSENKRUPP ELEVATOR CORPORATION	YOUTH CENTER ELEVATOR SVS	250.32
11243	11/17/2016	ACTION REAL ESTATE AND CONSTRUCTION	UTILITY BILLING CREDIT REFUND	52.96
11244	11/17/2016	AGUILAR, JOSHUA OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	151.00
11245	11/17/2016	BARRIGA, DOLORES OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	150.59
11246	11/17/2016	BENCHMARK COMMUNITIES	UTILITY BILLING CREDIT REFUND	163.48
11247	11/17/2016	BOLDEN, ALBERT	UTILITY BILLING CREDIT REFUND	187.39
11248	11/17/2016	BRAR HOLDINGS INC	UTILITY BILLING CREDIT REFUND	65.72
11249	11/17/2016	CARDENAS, ALEJANDRO OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	150.23
11250	11/17/2016	CLEMENTE, ZOILA M	UTILITY BILLING CREDIT REFUND	38.65
11251	11/17/2016	DHALIWAL, KIMBERLY	UTILITY BILLING CREDIT REFUND	140.55
11252	11/17/2016	ESPINOZA, RAUL J AND MARIA G	UTILITY BILLING CREDIT REFUND	162.58
11253	11/17/2016	ESTRADA, DAVID	UTILITY BILLING CREDIT REFUND	138.31
11254	11/17/2016	GARZA, KRISTINA LYNN OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	137.92
11255	11/17/2016	GERBI, LINDA	UTILITY BILLING CREDIT REFUND	12.67
11256	11/17/2016	GREWAL, HARVINDER SINGH	UTILITY BILLING CREDIT REFUND	128.61
11257	11/17/2016	HADEEN, SOCORRO AND DENNIS R	UTILITY BILLING CREDIT REFUND	216.22
11258	11/17/2016	HERNANDEZ, GUILLERMO	UTILITY BILLING CREDIT REFUND	116.21
11259	11/17/2016	JOHNSTON CLEVENGER JUDITH	UTILITY BILLING CREDIT REFUND	165.52
11260	11/17/2016	LARA, ANGELA	UTILITY BILLING CREDIT REFUND	67.28
11261	11/17/2016	LEM JR LEONARD	UTILITY BILLING CREDIT REFUND	91.22
11262	11/17/2016	LEON, RAMON OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	150.29
11263	11/17/2016	MARAVILLA EDGAR	UTILITY BILLING CREDIT REFUND	148.92
11264	11/17/2016	MARCELO, DENISE	UTILITY BILLING CREDIT REFUND	6.69
11265	11/17/2016	MARSH, MARILYNN	UTILITY BILLING CREDIT REFUND	63.50
11266	11/17/2016	MARTIN, ELVIN CLEE	UTILITY BILLING CREDIT REFUND	2.79
11267	11/17/2016	MARTINEZ, SABINA AND JUAN OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	105.04
11268	11/17/2016	MEINZER, CRAIG	UTILITY BILLING CREDIT REFUND	73.59
11269	11/17/2016	MONTANEZ, MARY FLORES OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	150.00
11270	11/17/2016	OCWEN LOAN SERVICING	UTILITY BILLING CREDIT REFUND	150.39
11271	11/17/2016	OLIVARES, ISAC M	UTILITY BILLING CREDIT REFUND	234.04
11272	11/17/2016	OLVERA, CANDELARIO	UTILITY BILLING CREDIT REFUND	218.34
11273	11/17/2016	PEREZ ARELLANEZ, FLORENCIO	UTILITY BILLING CREDIT REFUND	0.15
11274	11/17/2016	PINEDA MARIA	UTILITY BILLING CREDIT REFUND	150.00
11275	11/17/2016	RAYMOND, SAMANTHA ANN	UTILITY BILLING CREDIT REFUND	157.69
11276	11/17/2016	RENTERIA, MARIA OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	104.17
11277	11/17/2016	RUIZ, MARIA	UTILITY BILLING CREDIT REFUND	126.32
11278	11/17/2016	TRAN, SUONG	UTILITY BILLING CREDIT REFUND	104.15
11279	11/17/2016	WILLIAMS, CYNTHIA	UTILITY BILLING CREDIT REFUND	221.03
11280	11/17/2016	ZAQUERO-MONTALVO, CONSTANTINO	UTILITY BILLING CREDIT REFUND	145.84
11281	11/17/2016	UNITED MUNICIPAL SECURITY	CD CHARGES	1,618.28
11282	11/17/2016	UNITED RENTALS, INC	FORKLIFT RENTAL	598.76
11283	11/17/2016	US BANK CORPORATE PAYMENT SYSTEMS	10/16 CAL-CARD CHARGES	126,069.43

11284	11/17/2016	VANTAGEPOINT TRANSFER AGENTS-457	PLAN #302351 CONTRIBS FOR 11/18/16 PAYROLL	21,360.53
11285	11/17/2016	VILLA GARDENING SERVICE INC	OCTOBER GARDENING SERVICE	275.00
11286	11/17/2016	WEST COAST ARBORISTS, INC.	STREET TREE MAINTENANCE	26,325.00
11287	11/17/2016	WILDLIFE CONTROL TECHNOLOGY, INC.	MONTHLY RODENT SERVICE	1,035.00
11288	11/17/2016	WILLDAN FINANCIAL SERVICES	COMMUNITY FACILITIES DISTRICT ADMINISTRATION	808.14
11289	11/17/2016	ZEE MEDICAL SERVICE CO.	MEDICAL SUPPLIES	146.74
11290	11/23/2016	AMERICAN BUSINESS MACHINES	COPIER LEASE AGREEMENT NOVEMBER 2016	816.79
11291	11/23/2016	ARAMARK UNIFORM SERVICES	10/16 UNIFORM SERVICES	3,696.73
11292	11/23/2016	AT&T	10/16 CALNET 3 SVS 9391026396	838.69
11293	11/23/2016	AT&T	10/16 CALNET 3 SVS 9391020514	3,585.69
11294	11/23/2016	SOLAR CITY	REFUND PERMIT 20160928	126.60
11295	11/23/2016	SOLAR CITY	REFUND PERMIT 20160927	126.60
11296	11/23/2016	BOEHM, STEVEN	PER DIEM FTO COURSE	352.00
11297	11/23/2016	CITY OF MADERA	11/16 UTILITIES 703 SHERWOOD WAY	141.90
11298	11/23/2016	CITY OF MADERA	MISAPPLIED PMT- APPLY TO BL 12072	50.00
11299	11/23/2016	COMCAST	CITY INTERNET CONNECTION 11/15- 12/14/16	1,674.46
11300	11/23/2016	DEPARTMENT OF SOCIAL SERVICES	COMMUNITY CARE LICENSING FEE	152.00
11301	11/23/2016	GRANITE CONSTRUCTION	AIP #27 REIMBURSEMENT PER AGREEMENT	455,695.22
11302	11/23/2016	HERC RENTALS	EQUIPMENT RENTAL	1,583.28
11303	11/23/2016	LIVE OAK ASSOCIATES, INC.	BRIDGE MAINTENANCE	4,936.31
11304	11/23/2016	MADERA IRRIGATION DISTRICT	2017 ASSMT TAXES- 23200 AVE 17, ACCT #2618	31,357.97
11305	11/23/2016	MADERA TRIBUNE	SOLICITATION FOR CONSULTANTS AD	40.56
11306	11/23/2016	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL SVS OCTOBER 2016	299,498.55
11307	11/23/2016	MUNISERVICES, LLC	SUTA SERVICES FOR TAX QTR ENDING 06/30/16	10,552.39
11308	11/23/2016	NATIONAL DATA & SURVEYING SERVICES	TRAFFIC ENGINEERING SERVICES	4,014.00
11309	11/23/2016	O'DELL ENGINEERING, INC.	CENTENNIAL PARK PLAYGROUND ENGINEERING	533.50
11310	11/23/2016	P G AND E	10/18 SVS 1619119913-8	17,574.10
11311	11/23/2016	PACIFIC GAS & ELECTRIC	10/16 SVS 9920095153-3	31,784.45
11312	11/23/2016	GUDINO, VICKY	FIELD DEPOSIT REFUND	102.00
11313	11/23/2016	MASCORRO, MOLLY	PARK DEPOSIT REFUND	50.00
11314	11/23/2016	POLYDYNE INC.	SLUDGE DEWATERING POLYMER FOR	4,123.44
11315	11/23/2016	ROCKWELL ENG. & EQ. CO.,INC.	ANAEROBIC DIGESTER NO.1 RECIRC PUMP	10,032.20
11316	11/23/2016	SEABURY, COPELAND & ANDERSON	POLICY RENEWAL- CRIME POLICY	4,477.00
11317	11/23/2016	SYNAGRO WEST, INC.	BIOSOLIDS DISPOSAL	7,473.40
11318	11/23/2016	AMB RANCH MANAGEMENT LLC	UTILITY BILLING CREDIT REFUND	215.49
11319	11/23/2016	AYALA, GERONIMO	UTILITY BILLING CREDIT REFUND	146.02
11320	11/23/2016	BAINS, AMRIK	UTILITY BILLING CREDIT REFUND	36.40
11321	11/23/2016	BARAJAS, JOSE	UTILITY BILLING CREDIT REFUND	296.67
11322	11/23/2016	BARKER, LEANER AND SHIRLEAN MILES	UTILITY BILLING CREDIT REFUND	58.15
11323	11/23/2016	BARRIGA, ESMERALDA	UTILITY BILLING CREDIT REFUND	257.60
11324	11/23/2016	BENIGA, BENJAMIN	UTILITY BILLING CREDIT REFUND	92.11
11325	11/23/2016	BRAR HOLDINGS INC	UTILITY BILLING CREDIT REFUND	25.47
11326	11/23/2016	CARRILLO, RUBEN AND LOURDES	UTILITY BILLING CREDIT REFUND	226.24
11327	11/23/2016	CHORBADJIAN, HAGOP	UTILITY BILLING CREDIT REFUND	164.79
11328	11/23/2016	CHORBADJIAN, HAGOP	UTILITY BILLING CREDIT REFUND	208.02
11329	11/23/2016	CHROBADIAN, HAGOP	UTILITY BILLING CREDIT REFUND	57.63
11330	11/23/2016	DIAZ AGUILAR, SANDRA AND MEJIA, MARIO	UTILITY BILLING CREDIT REFUND	48.33
11331	11/23/2016	ELMORE, KAREN KAY	UTILITY BILLING CREDIT REFUND	27.20
11332	11/23/2016	FALL, ROBERT OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	150.25
11333	11/23/2016	FREDRIKS, ASHLEY	UTILITY BILLING CREDIT REFUND	152.64
11334	11/23/2016	GALINDO, BENINO	UTILITY BILLING CREDIT REFUND	10.21
11335	11/23/2016	GALLEGOS, RAYMOND AND LOUISE	UTILITY BILLING CREDIT REFUND	162.67
11336	11/23/2016	GARCIA, JOSE JESUS	UTILITY BILLING CREDIT REFUND	62.58
11337	11/23/2016	GOINS, JAMES	UTILITY BILLING CREDIT REFUND	133.98
11338	11/23/2016	GUZMAN, ANTONIO AND ZARAGOZA, CARMEN	UTILITY BILLING CREDIT REFUND	46.14
11339	11/23/2016	HERNANDEZ, JUVENAL	UTILITY BILLING CREDIT REFUND	221.08
11340	11/23/2016	HUD OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	64.24
11341	11/23/2016	JENKINS, STEPHANIE	UTILITY BILLING CREDIT REFUND	135.26
11342	11/23/2016	JOSEPH CROWN	UTILITY BILLING CREDIT REFUND	248.09
11343	11/23/2016	LOPEZ, ROSA MARIA	UTILITY BILLING CREDIT REFUND	81.72
11344	11/23/2016	MARENCO, FRANK AND CHRISTINE	UTILITY BILLING CREDIT REFUND	133.81
11345	11/23/2016	MARQUEZ, LINDA	UTILITY BILLING CREDIT REFUND	204.29
11346	11/23/2016	MASSETTI, JIM	UTILITY BILLING CREDIT REFUND	42.20
11347	11/23/2016	MCDANIEL, MARK	UTILITY BILLING CREDIT REFUND	84.54
11348	11/23/2016	MEDINA, SAMANTHA	UTILITY BILLING CREDIT REFUND	139.92
11349	11/23/2016	MENDOZA, ANA	UTILITY BILLING CREDIT REFUND	197.95

11350	11/23/2016	MIDSTATE REALTY	UTILITY BILLING CREDIT REFUND	203.25
11351	11/23/2016	MIKAELIAN, KARINE	UTILITY BILLING CREDIT REFUND	184.33
11352	11/23/2016	MILLER REVOCABLE FAMILY TRUST	UTILITY BILLING CREDIT REFUND	7.62
11353	11/23/2016	MONREAL, PILAR	UTILITY BILLING CREDIT REFUND	172.57
11354	11/23/2016	MONTOYA, CHRISTOPHER	UTILITY BILLING CREDIT REFUND	218.94
11355	11/23/2016	NARANJO, VALENTE AND TORRES, MARIA	UTILITY BILLING CREDIT REFUND	105.24
11356	11/23/2016	PIERSON, SHAUNNA OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	14.56
11357	11/23/2016	PISTORESI, MIKE	UTILITY BILLING CREDIT REFUND	48.16
11358	11/23/2016	PRECIADO, ROBERT	UTILITY BILLING CREDIT REFUND	685.87
11359	11/23/2016	RODRIGUEZ, BERONICA	UTILITY BILLING CREDIT REFUND	59.25
11360	11/23/2016	RUVALCABA, ELIAS OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	222.45
11361	11/23/2016	SALDANA, NORMA	UTILITY BILLING CREDIT REFUND	167.84
11362	11/23/2016	SHANGRI LA GREENFIELDS LLC	UTILITY BILLING CREDIT REFUND	111.14
11363	11/23/2016	SOUSA, HENRIQUE	UTILITY BILLING CREDIT REFUND	66.19
11364	11/23/2016	TAYLOR, THOMAS JR	UTILITY BILLING CREDIT REFUND	166.78
11365	11/23/2016	TIXTA, PABLO VIRGINIA	UTILITY BILLING CREDIT REFUND	202.69
11366	11/23/2016	TUNE, GARY	UTILITY BILLING CREDIT REFUND	47.26
11367	11/23/2016	UNDERWOOD, MIRANDA	UTILITY BILLING CREDIT REFUND	152.11
11368	11/23/2016	VENTURI, JULIUS	UTILITY BILLING CREDIT REFUND	25.68
11369	11/23/2016	VIZCARRA, ERIKA	UTILITY BILLING CREDIT REFUND	95.56
11370	11/23/2016	WELLS FARGO HOME MORTGAGE	UTILITY BILLING CREDIT REFUND	139.99
11371	11/23/2016	ZAVALA, YVONNE OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	64.31
11372	11/23/2016	UNITED RENTALS, INC	SKID STEER RENTAL	1,863.00
11373	11/23/2016	VERIZON WIRELESS	CITY CELL PHONE CHARGES OCT 11- NOV 10	4,953.09
Bank # 1 - Union Bank General Account Total				1,959,104.18

# REPORT TO CITY COUNCIL

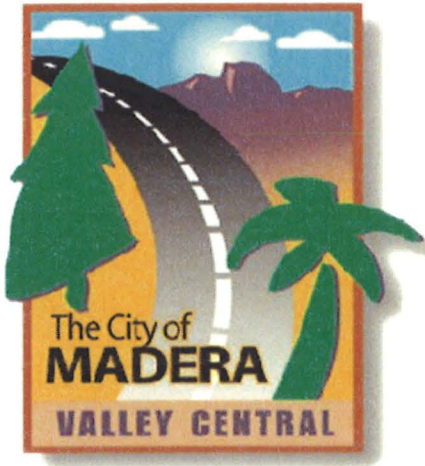
MEETING DATE: December 7, 2016

AGENDA ITEM NUMBER: B-3

Approved By:

  
PUBLIC WORKS DIRECTOR

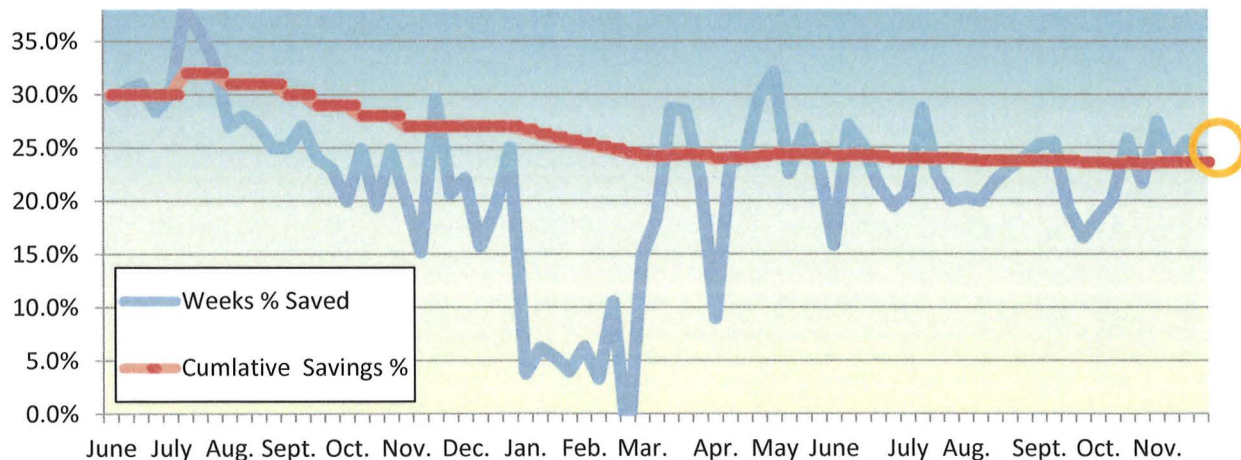
  
CITY ADMINISTRATOR



**SUBJECT:** Weekly Water Conservation Report for November 21<sup>st</sup> thru November 27<sup>th</sup>.

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

**SUMMARY/ DISCUSSION:** The City’s water conservation rate was down from 25% last week to 23.5% this week, as illustrated in the graph below. This is somewhat higher than November of last year. The Water Conservation team made numerous contacts at Madera’s Annual Pomegranate Festival. Below is the most current water conservation data.



	Enforcement		
<b>Public Contacts</b>	<b>800</b>	<b>1<sup>st</sup> offenses (\$75)</b>	<b>23</b>
<b>Verbal warning</b>	<b>0</b>	<b>2<sup>nd</sup> offenses (\$250)</b>	<b>1</b>
<b>Correction Notices</b>	<b>57</b>	<b>3<sup>rd</sup> or more offense (\$500)</b>	<b>0</b>

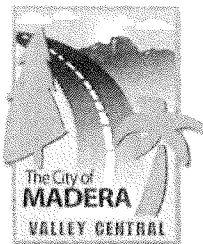


**FINANCIAL IMPACT:**

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

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

While the proposed actions are not specifically addressed as part of the Plan, they are not in conflict with it and are sympathetic of the underlying principles of the 2025 Plan.



## REPORT TO CITY COUNCIL

COUNCIL MEETING OF December 7, 2016  
AGENDA ITEM NUMBER B-4

*Mark Etheridge FOR MAS*

REPORT BY: Mary Anne Seay,  
Parks & Community Services Director

*David Tooley*

APPROVED BY: David Tooley,  
City Administrator

**SUBJECT: CONSIDERATION OF A RESOLUTION APPROVING AMENDMENT #1 TO THE FY 2016-17 SITE MANAGEMENT CONTRACT BETWEEN THE CITY AND THE FRESNO-MADERA AREA AGENCY ON AGING (FMAAA) AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT TO THE AGREEMENT ON BEHALF OF THE CITY**

**AND**

**CONSIDERATION OF A RESOLUTION AMENDING THE FY 2016-17 GENERAL FUND/ORG 10206218 - SENIOR CITIZEN COMMUNITY SERVICE PROGRAM BUDGET TO RECOGNIZE \$10,640 IN ADDITIONAL REVENUE**

**RECOMMENDATION:**

Staff recommends Council:

- 1) Adopt the Resolution approving Amendment #1 to the FY 2016-17 Site Management Contract between the City and the Fresno Madera Area Agency on Aging (FMAAA).
- 2) Authorize the Mayor to execute the Amendment to the Agreement on behalf of the City.
- 3) Adopt the Resolution authorizing the Budget Amendment to recognize the additional \$10,640.00 in revenue in the FY 2016-17 General Fund/Org 10206218 – Senior Citizen Community Service Program Budget.

## **SUMMARY AND DISCUSSION:**

The Parks and Community Services Department receives annual funding from the FMAAA to provide Congregate Nutrition Site Management (Site Management) services at the Frank Bergon Senior Center and the Pan-Am Community Center. Congregate Nutrition at City sites is the provision of nutritious meals to qualifying seniors. Site Management as defined by FMAAA is:

1. Oversight and responsibility for the day-to-day operations of a Congregate Nutrition Program meal site with respect to meals.
2. Oversight of and responsibility for Congregate Nutrition Program staff and volunteers, including provision of required program training.
3. Collection of required Congregate Nutrition Program data from program participants.
4. Keeping records and preparing reports concerning meals ordered and served, nutrition volunteer hours, and donations.
5. Ensuring the Congregate Nutrition Program meal site meets all federal, state, and local regulations, including applicable licensing laws and ordinances related to food service operations and sanitation.

At the August 3, 2016 Regular Meeting of the Madera City Council, Council approved an Agreement with FMAAA to compensate the City \$28,000 for Site Management services for Fiscal Year 2016-17.

On occasion, FMAAA receives additional allocations from the federal program that provides its support after the contracts with service providers have been executed. These allocations can be passed on to the providers. The City has received notice that an additional allocation of \$10,640 is available to support Site Management activities in Madera for the remainder of FY 2016-17.

The FMAAA has provided an Agreement Amendment (attached) that memorializes the addition of the \$10,640 to the \$28,000 operations money already committed by the agency for this Fiscal Year. In addition to Council's acceptance of the funding allocation, a Budget Amendment is needed in order to recognize the revenue within the appropriate accounts of the FY 2016-17 Working Budget.

## **FINANCIAL IMPACT:**

The \$10,640 allocation provides General Fund relief by offsetting salary and benefit support already approved by Council in the FY 2016-17 Budget.

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

The recommended actions are consistent with the following Vision Strategies:

- Strategy 113 - Promote greater accessibility to City facilities and services to meet the needs of various cultural, socio-economic and disabled groups.
- Strategy 342.3 - Collaborate with agencies to provide support and opportunities for seniors.
- Strategy 404 - Promote increased community wellness.
- Strategy 407 - Promote and expand existing services to allow Madera's elders to maintain independent lifestyles.

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING AMENDMENT #1 TO THE FY 2016-17 SITE MANAGEMENT CONTRACT BETWEEN THE CITY AND THE FRESNO-MADERA AREA AGENCY ON AGING (FMAAA) AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT TO THE AGREEMENT ON BEHALF OF THE CITY**

**WHEREAS**, the City of Madera provides Congregate Nutrition services to older adult citizens at Frank Bergon Senior Center and the Pan-Am Community Center; and

**WHEREAS**, the Fresno Madera Area Agency on Aging (FMAAA) provides Title III of the Federally Funded Older Americans Act Site Management funding to support this activity; and

**WHEREAS**, the City Council has previously approved a Contract with FMAAA for provision of Site Management services for Fiscal Year 2016-17; and

**WHEREAS**, FMAAA now proposes to amend the Contract to include additional funding; and

**WHEREAS**, Amendment #1 to the FY 2016-17 Site Management Contract is in the best interests of the City, FMAAA and the client population.

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

1. The above recitals are true and correct.
2. The proposed Amendment #1 to the FY 2016-17 Site Management Contract with the Fresno Madera Area Agency on Aging which is on file in the Office of the City Clerk and is referred to for more particulars, is hereby approved.
3. The Mayor is authorized to execute the Amendment on behalf of the City of Madera.
4. This resolution is effective immediately upon adoption.

\* \* \* \* \*

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,  
CALIFORNIA AMENDING THE FY 2016-17 GENERAL FUND/ORG  
10206218 - SENIOR CITIZEN COMMUNITY SERVICE PROGRAM  
BUDGET TO RECOGNIZE \$10,640 IN ADDITIONAL REVENUE**

**WHEREAS**, the City of Madera provides Congregate Nutrition services to older adult citizens at the Frank Bergon Senior Center and the Pan-Am Community Center; and

**WHEREAS**, the Fresno Madera Area Agency on Aging (FMAAA) provides Title III of the Federally Funded Older Americans Act Site Management funding to support this activity; and

**WHEREAS**, the City Council has previously approved a Contract with FMAAA for provision of Site Management services for Fiscal Year 2016-17; and

**WHEREAS**, FMAAA now proposes to amend the Contract to include \$10,640 of additional funding; and

**WHEREAS**, the FY 2016-17 General Fund/Org 10206218 – Senior Citizen Community Service Budget needs to be amended in order to recognize the additional revenue.

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

1. The above recitals are true and correct.
2. The amendments to the FY 2016-17 Budget Accounts as shown in Exhibit AA attached hereto are hereby approved.
3. The Director of Finance is directed to make the amendments to the appropriate FY 2016-17 Budget accounts as per Exhibit AA attached.
4. This resolution is effective immediately upon adoption.

\* \* \* \* \*

EXHIBIT AA

CITY OF MADERA

Appropriation Adjustment:

**Amendment #1 to Agreement with FMAAA for Site Management**

FUND	ORG CODE	OBJECT CODE	DESCRIPTION	(+)	(-)
<b><u>SENIOR CITIZEN COMMUNITY SERVICE</u></b>					
	10206218	4463	F.M.A.A.A. Site Management		10,640.00
				<u>-</u>	<u>10,640.00</u>

Note:

**AMENDMENT 1  
TO CONTRACT BETWEEN  
CITY OF MADERA  
AS SERVICE PROVIDER  
AND  
FRESNO-MADERA AREA AGENCY ON AGING  
(HEREINAFTER REFERRED TO AS AGENCY ON AGING)  
3837 NORTH CLARK STREET  
FRESNO, CA 93726**

- A. Name and principal address of service contractor (hereinafter referred to as service provider):

**City of Madera  
701 East 5th Street  
Madera, CA 93638**

- B. The starting date of this Agreement shall not precede the date the Agreement is signed by both parties hereto. The term of this Agreement is from July 1, 2016 to June 30, 2017, subject, however, to earlier termination as provided herein.
- C. No expenditure or obligation for the funding allocation for the July 1, 2016 through June 30, 2017 period may be incurred after June 30, 2017.
- D. Maximum funds available for the following programs:

<b>Approved by Fresno-Madera Area Agency on Aging Governing Board on Oct. 20, 2016</b>			
Federal Grantor:	U.S. Department of Health and Human Services		
Pass Through Grantor:	Fresno-Madera Area Agency on Aging		
Older Americans Act Title:	Title III C1 Congregate Nutrition, Federal CFDA No. 93.045		
Service:	*Site Management, Two Sites		
Funding Period:	July 1, 2016 – June 30, 2017		
<b>Contract No.</b>	<b>Description</b>	<b>Funding Type</b>	<b>Grant Amount</b>
17-0147	Original Contract	Baseline	\$28,000
17-0147	Amendment 1	Additional Baseline	10,640
<b>Total Grant Amount</b>			<b>\$38,640</b>

\*Frank Bergon Senior Center, Pan American Community Center

- E. This document, together with any program exhibits, assurances, and narratives contained in the original contract, and any budgets and program exhibits attached to this amendment, is a firm agreement to provide services for older Americans in Fresno and/or Madera counties (including cities contained therein) as specified in a manner consistent with the intent of, and regulations applicable to, service programs under Title III/VII of the Older Americans Act as amended.



F. The provisions of the Area Plan Grant Award Terms and Conditions Declaration (Articles I through XX) contained in the original contract, plus all enclosures listed, herein, constitute a part of this contract.

**FOR SERVICE PROVIDER:**

12/7/2016

*Signature of individual named on Exhibit E, page 5, as having primary, hands-on involvement and oversight of the day-to-day operations of the contracted program.*

Date

Mary Anne Seay

Parks and Community Services Director

Type Name

Title

Signature of Authorized Contracting Official  
(Refer to Appendix A)

Date

Type Name

Title

94-6000365

Contractor Federal Employer I.D. Number

**FOR FRESNO-MADERA AREA AGENCY ON AGING:**

Signature

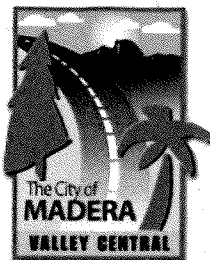
Date

Jean Robinson

Executive Director

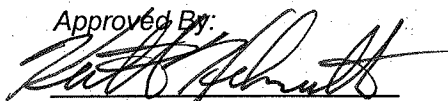
Type Name

Title




## REPORT TO CITY COUNCIL

Approved By:

  
Department Director

Council Meeting of December 7, 2016

Agenda Item Number B-5

  
For City Administrator

**SUBJECT: CONSIDERATION OF RESOLUTION APPROVING A BUDGET AMENDMENT TRANSFERRING FUNDS TO COVER COSTS ASSOCIATED WITH THE EMERGENCY REPAIR OF THE SCHNOOR SEWER MAIN AND INTERSECTION REPAIR**

### **RECOMMENDATION:**

That the City Council approve a Resolution transferring funds within the Sewer Capital Outlay Account from various line items to the Schnoor Trunk Sewer Project.

### **SUMMARY:**

At a special City Council meeting on June 15, 2016 Council authorized Staff to proceed with emergency repairs based on a proposal from SAK Construction to install approximately 1,600 lineal feet of CIPP, or Cured in Place Pipe, in Schnoor Avenue from 5<sup>th</sup> Street south to Industrial Avenue. The estimated costs for the project including construction, testing, and inspection were \$925,000. It was reported that there was already a sewer project in the budget for Schnoor Avenue in the amount of \$605,000 and that the additional funds would come from savings on the Sewer Bid Package 2 project. The sewer main collapsed a second time during construction in the intersection of Howard Road changing the course of construction within the intersection from cured-in-place pipe lining to complete removal and replacement. Funding to cover the added costs associated with the second collapse, approximately \$300,000, are also proposed to come from the savings from the Sewer Bid Package 2 project.

### **DISCUSSION:**

Following approval by City Council on June 15<sup>th</sup> to proceed with the emergency pipe lining of the old concrete sewer main in Schnoor Avenue, the contractor mobilized on site on June 23, 2016. The subcontractor responsible for the bypass pumping of the sewer flows, Munson Pump Services, began setting up; including necessary traffic controls. The original plan was to grind a shallow trench across Howard Road to place a temporary pipe below the surface in order to maintain traffic flow. On the evening of Wednesday, June 29<sup>th</sup>, another subcontractor, Floyd Johnston

### **Engineering**

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Construction, began grinding for the shallow trench within the intersection. At approximately 6:45 p.m. the pavement collapsed beneath the grinder just outside of the manhole on the north side of the intersection. The grinder fell in the hole and all planned operations stopped.

City Staff ordered traffic control from Safety Network to completely close the intersection to all traffic as a precautionary measure. Munson Pump Services worked through the night to get the bypass pumping operational as soon as possible. Additional piping materials and pumps were brought to the project as well as additional manpower to begin the 24-hour monitoring of the pumps.

With concurrence from the primary contractor SAK Construction, the City directed the sub-contractor Floyd Johnston Construction to excavate, remove, and replace the 24" sewer in the intersection. The manholes were reconstructed and reconfigured for improved operations. This work began on Friday, July 1<sup>st</sup>; the contractor worked continuously through the week-end and the new pipeline and manholes were finished by July 9<sup>th</sup>. On July 12<sup>th</sup>, SAK Construction was on-site to begin CIPP lining for the remaining portions of the concrete sewer line and manholes. The newly lined pipeline was placed back in service on July 20, 2016.

Due to the construction activities, the intersection of Howard Road and Schnoor Avenue was severely damaged. Given the intersection was already closed to traffic, the City directed Floyd Johnston to grind and overlay all that area affected by the project. The resulting intersection repair is designed to last twenty years.

The actual costs for these subsequent emergency repairs exceeded the initial estimate of \$925,000 by approximately \$300,000. There were additional pumping costs that were somewhat offset by a reduction in the amount of pipe to be cleaned and lined. The majority of the additional costs is due to the excavation and replacement of the 24" sewer pipe, manholes and subsequent intersection repair.

Staff recommends moving funds budgeted for several sewer capital projects that were recently completed and the remaining funds that were carried over into FY 16/17. The cost savings to the Sewer Fund for the Sewer Bid Package 2 projects was significant because there was an influx of \$700,000 CDBG funds for this project. The projects and amount of remaining funds proposed to be transferred is detailed in Exhibit AA to the resolution.

### **FINANCIAL IMPACT:**

Final costs associated with the emergency repairs to the Schnoor Avenue sewer main and intersection are estimated at \$1,225,000. The budget as of July 1, 2016 for the Schnoor Avenue Trunk Sewer Project (S-000012) in the Sewer Capital Funds is \$649,702. There are sufficient funds remaining in the various Sewer Bid Package 2 project budget line items as detailed in Exhibit AA (totaling \$575,462) to make up the difference. It is proposed to transfer the balance in those project line item budgets to the Schnoor Trunk Sewer Project Budget.

The Emergency Repairs to the Schnoor Sewer Line and Howard/Schnoor Intersection did not have a financial impact on the City's General Fund.

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

This effort is consistent with:

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

**RESOLUTION NO. 16-\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA  
APPROVING FUNDING AMENDMENTS TO THE CITY OF MADERA FISCAL YEAR 2016/17  
BUDGET FOR COSTS ASSOCIATED WITH THE EMERGENCY REPAIR OF THE SCHNOOR  
SEWER MAIN AND INTERSECTION REPAIR**

**WHEREAS**, the Schnoor Avenue Trunk Sewer Project is included in the FY 2016/17 Budget for Capital Projects, and

**WHEREAS**, additional funding is needed to cover costs associated with the emergency repairs of the pipeline and costs resulting from a second sewer main collapse within the intersection of Howard Road; and

**WHEREAS**, sufficient funding is available within the Sewer Capital Outlay Funds from carryover funding for projects that were recently completed; and

**WHEREAS**, amendments to the Fiscal Year 2016/17 Budget transferring funding from said Project Line Item Budgets as specified in Exhibit AA are necessary.

**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 appropriation amendments for the Schnoor Avenue Trunk Sewer Project are hereby approved in accordance with Exhibit AA, which is incorporated by reference herein.
3. The City Clerk is authorized and directed to forward a certified copy of the resolution to the Director of Finance who is authorized to take such action as necessary to implement the terms of this resolution.
4. This resolution is effective immediately upon adoption.

\* \* \* \* \*



# REPORT TO THE CITY COUNCIL

COUNCIL MEETING OF December 7, 2016

AGENDA ITEM NUMBER B-6

APPROVED BY

  
DEPARTMENT DIRECTOR

  
For CITY ADMINISTRATOR

**SUBJECT: CONSIDERATION OF A MINUTE ORDER OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA AUTHORIZING THE ACCEPTANCE OF A \$1000.00 DONATION TO THE MADERA POLICE DEPARTMENT.**

## **BACKGROUND:**

Mr. and Mrs. Mackirdy made a donation of \$1000.00 to the Madera Police Department. Mrs. Mackirdy is the sister to one of the members of the department's Honor Guard. The donation was made specifically for the Madera Police Department Honor Guard.

## **RECOMMENDATION:**

Council approves the minute order accepting the donation in the amount of \$1000.00 from Mr. Sean Mackirdy and Mrs. Tricia Mackirdy and that the money be deposited to the trust fund account established by the Finance Department – Account #8456-9515

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

Strategy 115 – Economic resources provision: ensure sufficient economic resources to provide adequate City services and prepare for future growth.

# REPORT TO THE CITY COUNCIL

COUNCIL MEETING OF:  
December 7, 2016

AGENDA ITEM NUMBER:  
B-7

Approved By:

  
\_\_\_\_\_  
PLANNING MANAGER

  
\_\_\_\_\_  
CITY ADMINISTRATOR

**SUBJECT: Consideration of a Resolution Appointing Richard M. Broadhead to the City of Madera Planning Commission.**

**RECOMMENDATION:**

Staff recommends that the City Council accept the recommendation of Council Member Derek Robinson and adopt the resolution appointing Richard M. Broadhead to fill the current vacancy in the Planning Commission.

**SUMMARY:**

The 4-year term of office for Planning Commissioner Ruben Mendoza has been vacated due to resignation. As a result, one vacancy exists in the seat nominated by Council District No. 4 representative, Council Member Derek Robinson. Council Member Robinson wishes to nominate Richard M. Broadhead as his appointment to the Planning Commission. Mr. Broadhead is currently serving on the Airport Advisory Commission and has expressed an interest to serve on the Planning Commission as well. Staff recommends City Council adoption of a resolution appointing Richard M. Broadhead to the City of Madera Planning Commission. The appointment term will run through December of 2020.

**DISCUSSION**

The Planning Commission is comprised of seven (7) members. Planning Commissioners are nominated individually, one by the Mayor and one by each of the six Council Members. Appointments to the Planning Commission are for a term of four (4) years or until the Council Member who nominated the Commissioner is no longer serving as a Council Member, whichever period is less. When a Planning Commissioner vacates his/her office, their replacement completes the original term of office. With the appointment of Richard Broadhead to the Planning Commission the current appointments to the Planning Commission will be as follows:

Council Member	Appointee	Term Expires
Mayor Robert Poythress	Jeff Dal Cerro	12/16
Council Member Cece Foley Gallegos	Bruce Norton	12/18
Council Member Andy Medellin	Jim DaSilva	12/16
Council Member Derek Robinson	Vacant – Mr. Broadhead nominated	12/20
Council Member Charles Rigby	Robert Gran, Jr.	12/18
Council Member Donald Holley	Pamela Tyler	12/16
Council Member William Oliver	Ken Hutchings	12/18

**FISCAL IMPACT:**

None.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN**

Although appointments of citizens to the Planning Commission are not specifically addressed in the Vision and its action plans, the purpose of the Commission as a whole addresses components within the Vision Plan and supports the concept of public participation.

**ATTACHED:**

Application of Richard Broadhead  
Resolution



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

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA CALIFORNIA  
APPOINTING RICHARD M. BROADHEAD TO THE CITY OF MADERA PLANNING  
COMMISSION

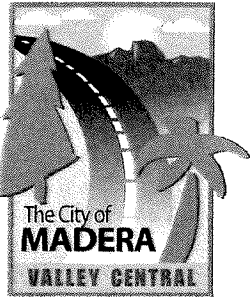
**WHEREAS**, Richard M. Broadhead has been nominated by City Council Member Derek Robinson to serve on the City of Madera Planning Commission; and

**WHEREAS**, it is the intention and desire of the City Council to appoint Richard M. Broadhead to the Planning Commission.

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

1. Richard M. Broadhead is appointed to serve on the City of Madera Planning Commission as a Commissioner for the term provided by law.
2. This resolution is effective immediately upon adoption.

\* \* \* \* \*



# CITY OF MADERA COMMISSION, BOARD, AND COMMITTEE

## APPLICATION

I hereby request that I be considered as a nominee for the following City of Madera Commission, Board, or Committee:

PLEASE CHECK ONE OR MORE:

- |   |  |
|---|--|
| <input type="checkbox"/> ADA Advisory Council               | <input type="checkbox"/> Airport Advisory Commission |
| <input type="checkbox"/> Beautification Committee           | <input type="checkbox"/> Civil Service Commission    |
| <input type="checkbox"/> CDBG Review and Advisory Committee | <input type="checkbox"/> Loan Review Committee       |
| <input checked="" type="checkbox"/> Planning Commission     | <input type="checkbox"/> Transit Advisory Board      |
| <input type="checkbox"/> Other: _____                       |  |

Please type or print in ink.

LAST NAME Broadhead Richard M.

HOME ADDRESS \_\_\_\_\_ CITY, STATE, ZIP \_\_\_\_\_

MAILING ADDRESS Retired CITY, STATE ZIP \_\_\_\_\_ E-MAIL ADDRESS \_\_\_\_\_

EMPLOYER \_\_\_\_\_ JOB TITLE \_\_\_\_\_ BUSINESS PHONE \_\_\_\_\_

LENGTH OF RESIDENCE IN CITY OF MADERA <u>10</u> YEARS <u>8</u> MONTHS	ARE YOU A REGISTERED VOTER OF THE CITY OF MADERA? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	HAVE YOU EVER BEEN CONVICTED OF A FELONY? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
--	--	--

EDUCATIONAL BACKGROUND:  
BS. Industrial Technology, CSU Long Beach

PLEASE LIST ANY ORGANIZATIONS OF WHICH YOU ARE A MEMBER AND ANY OFFICES YOU HAVE HELD IN THOSE ORGANIZATIONS:

AOPA

PLEASE LIST ANY APPOINTED PUBLIC BOARDS OR COMMISSIONS ON WHICH YOU HAVE SERVED, DATES OF SERVICE AND ANY CHAIRMANSHIP OR OFFICE HELD:

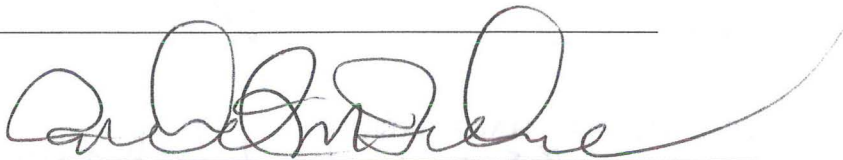
City of Los Banos Airport Commission  
City of Madera Airport Advisory Commission

I AM INTERESTED IN SERVING FOR THE FOLLOWING REASONS:

I have a strong desire and urge to see, understand and participate in the development of the Madera Community and city growth

REFERENCES (Optional):

Dereck Robinson

Nov. 16, 2016  
DATE  
  
SIGNATURE

PLEASE RETURN COMPLETED APPLICATION TO:

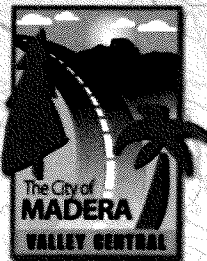
CITY OF MADERA  
OFFICE OF THE CITY CLERK  
205 West Fourth Street, Madera, CA 93637  
(559) 661-5405  
(559) 674-2972 Fax

RECEIVED

City of Madera City Clerk

By: 

Date: 11/16/16



## REPORT TO CITY COUNCIL

COUNCIL MEETING OF DECEMBER 7, 2016

AGENDA ITEM NUMBER B-8

APPROVED BY:

  
DEPARTMENT DIRECTOR

  
CITY ADMINISTRATOR

**SUBJECT: CONSIDERATION OF A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF MADERA AUTHORIZING THE MAYOR TO SIGN PARCEL MAP 16-P-02, FREEDOM INDUSTRIAL PARK, AS OWNER ON BEHALF OF THE CITY FOR THE CITY-OWNED PARCELS**

**RECOMMENDATION:**

That the City Council approve Resolution No. 16-\_\_\_\_ authorizing the Mayor to sign Parcel Map 16-P-02, Freedom Industrial Park, as owner on behalf of the City since the map includes City-owned parcels.

**DISCUSSION:**

In 2014, six parcels within the Freedom Industrial Park were gifted to the City by the developer, BFP Partnership (Span Construction).

The developer and owner of the majority of the properties not owned by the City has proposed the completion of a Parcel Map. The subject Parcel Map will include Madera Irrigation District easements, not shown on the original Subdivision Map 14-S-01, and also memorializes a right-of-way for a rail spur previously processed as a Lot Line Adjustment,

**Engineering**

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but now shown on the subject Parcel Map as being no longer part of City-owned Parcel 11, but rather part of Parcel 10, owned by Deerpoint.

Pursuant to the Subdivision Map Act, Section 66499.35 (f) (A), the signatures of all owners, including the City, must appear on the parcel map being recorded.

**FISCAL IMPACT:**

There is no impact to the City's General Fund as a result of the proposed action. The affected parcels owned by the City were gifted to the City, and adjustment to Parcel 11 will not reduce the size of the land useable for future development.

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

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

**Strategy 121.10:** Multi-modal transportation: Add facilities and amenities for the public.

**RESOLUTION NO. 16- \_\_\_\_**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,  
CALIFORNIA, AUTHORIZING THE MAYOR TO SIGN PARCEL MAP 16-P-02,  
FREEDOM INDUSTRIAL PARK, AS OWNER ON BEHALF OF THE CITY FOR  
THE CITY OWNED PARCELS**

**WHEREAS**, Parcel Map 16-P-02, Freedom Industrial Park, is being prepared for recording; and

**WHEREAS**, the City is the owner of several parcels within the limits of said Parcel Map; and

**WHEREAS**, the Subdivision Map Act requires that the signatures of all owners appear on said Parcel Map; and

**WHEREAS**, the Mayor is legally designated to sign on behalf of the City.

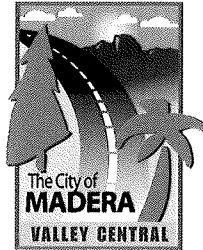
**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA**

**HEREBY RESOLVES, FINDS, DETERMINES AND ORDERS AS FOLLOWS:**

1. The above recitals are true and correct.
2. The City Council hereby authorizes the Mayor to sign Parcel Map 16-P-02 on behalf of the City.
3. The resolution is effective immediately upon adoption.

\* \* \* \* \*

# REPORT TO THE CITY COUNCIL



COUNCIL MEETING OF:  
December 7, 2016

AGENDA ITEM NUMBER:  
C-1

Approved By:

A handwritten signature in black ink, appearing to be "D. [unclear]".

COMMUNITY DEVELOPMENT DIRECTOR

**SUBJECT: Consideration of the Introduction of an Ordinance That Would Approve and Adopt a Development Agreement Between the City of Madera and Love's Travel Stops and Country Stores for the Madera Travel Center Project.**

## RECOMMENDATION:

Staff recommends that the City Council introduce the ordinance approving the Madera Travel Center Development Agreement and direct staff to set a public hearing and second reading for the ordinance on December 21, 2016.

## SUMMARY:

The Madera Travel Center project ("the Project") was approved by the Planning Commission on August 16, 2016. The developer, Love's Travel Stops and Country Stores, has requested the approval of a development agreement to vest the land use entitlements and establish a reimbursement mechanism for oversized public improvements. Infrastructure costs in the vicinity of \$10 Million dollars are considered reimbursable under the agreement. The proposal reflects feedback and direction received from the appointed City Council negotiating subcommittee. The Planning Commission adopted a resolution recommending approval of the agreement at its November 15<sup>th</sup> meeting.

The financial elements of the agreement are generally consistent with the City's standard practices which call for developers to construct public improvements and then receive reimbursements from development impact fees for the oversized portion. In the case of the Travel Center, however, fees collected under the current fee program are inadequate to cover the full amount of reimbursable costs. For example, impact fees are only available to cover approximately 11% of eligible sewer, water and drainage pipe costs, and 0% of water well costs. Due to the significance of the reimbursement amount, and the uncertainty of standard reimbursement dollars in the future, a customized reimbursement plan utilizing a combination of capital improvement funding sources and project-generated tax revenues is proposed to make the project feasible.

The recommendation to commit to an extensive reimbursement program is made on the basis that the development of the Travel Center serves as a significant economic development opportunity for the City. In addition to the generation of employment opportunities and sales and transient occupancy taxes, the agreement makes it feasible for the developer to install critical, master planned infrastructure at a key freeway interchange location in the City. Near term benefits will come from the development and operation of the Travel Center; longer term return on the City's investment will be realized as the adjacent and nearby parcels relying on the same infrastructure are developed and additional job and tax generating projects are constructed.

## **DISCUSSION:**

### Development Agreements – Introduction

The developer of the Madera Travel Center, Love's Travel Stops and Country Stores, has requested the approval of a development agreement in conjunction with the Project. Local agencies are authorized by state law, but not required, to enter into binding development agreements with property owners addressing the development of real property. Development agreements are used for vesting land use entitlements and may also establish financing and construction responsibilities, as well as timelines for the installation of on-and-off-site improvements. Development agreements provide for a form of vested rights in that they may supersede any change in planning, zoning, subdivision or building regulations adopted after the execution of such an agreement. Future City Councils will be bound by the terms of any development agreement entered into by the City.

### Madera Travel Center – Project Summary

The Madera Travel Center project spans approximately 24.5 acres and includes multiple entitlements that cumulatively provide for the development of the overall site. Primary features of the Project include an 11,981 square-foot Travel Stop building, including 7,965 square feet within the store portion and a 4,016 square foot, branded food restaurant with drive-through. Gasoline, diesel fuel, and propane will be sold on site, with nine covered fuel islands for trucks, and nine separate fuel islands for automobiles. Truck scales, oil-water separator, RV dump, and both above ground diesel fuel tanks and underground gasoline tanks will also be provided.

An economic assessment for the project, completed by Economic and Planning Systems on behalf of the applicant, estimated that the project would generate a direct construction investment of \$28.1 Million; approximately 200 *one-time* jobs would be created over the duration of the construction period. Once operational, the site will employ approximately 80 individuals on an on-going basis. Estimated retail sales from the facility are estimated at between \$47 Million and \$63 Million, resulting in annual sales tax generation to the City of approximately \$470,000 to \$630,000. Actual amounts will vary based on the level of activity at the Travel Center and the price of fuel, which significantly influences the total taxable sales amounts on the site. The 81 room hotel on the site is expected to generate approximately \$200,000 annually to the City in transient occupancy tax. As described below, a portion of the sales and transient occupancy taxes are proposed to be returned to the developer for a limited number of years to reimburse the costs of certain off-site public improvements.

### Off-Site Public Improvements

The cumulative approvals issued to date require the construction of a significant number of public improvements to serve the site. The developer will front all of the costs and make all of the improvements. While some of these improvements are located along the frontage of the site and would primarily benefit the Travel Center, the majority of costs are associated with bringing master planned infrastructure to the property and installing improvements that would benefit an area much larger than the project site by itself. The agreement specifies a reimbursement structure under which the developer would receive reimbursements for "non-frontage" public improvements pursuant to a set schedule. Funding typically utilized for capital improvement projects is proposed to be utilized to reimburse some of the eligible improvements, while a portion of the sales tax and transit occupancy tax generated by the project would reimburse remaining amounts.



## Development Agreement Focal Points

A brief, bullet point summary of major focal points of the proposed agreement is included as follows:

- Building Permits for Phase 1 of the Project (everything except the freestanding restaurant and Boat/RV Storage Facility) must be submitted within 3 years, and issued within 4 Years of the Effective Date of the Agreement. Occupancy Permits need to be issued within 5 years. If each of these progressive milestones is met the Agreement will have a full term of 20 Years.
- During the term of the agreement, the cumulative development requirements and schedule of fees and exactions applicable to the project will not change.
- The project will develop infrastructure and utilities consisting of a water well, water pipelines, sewer lines, drainage pipelines, two (2) traffic signals, Avenue 17 and Sharon Boulevard street frontage improvements, and Freeway 99 ramp improvements. The improvements will be completed prior to occupancy.
- The project will develop a “Historic Pedestrian Plaza” as referenced in the approvals granted by the Planning Commission, with construction completed no later than the occupancy of the final building to be constructed in Phase 1 of the Project.
- The City will credit the applicable categories of the project’s capital facility “impact” fees towards the cost of the off-site improvements (i.e. sewer impact fees credited towards off-site sewer line construction).
- The City will reimburse the developer for the full and complete costs of the water well, upon completion and acceptance of the well.
- In addition to the water well reimbursement, the City will reimburse the developer for off-site construction costs at a maximum total of \$6,870,000 during the term of the agreement. This figure represents costs beyond the typical frontage improvements for which all projects are responsible.
- In no event shall the aggregate of the fee credits and the reimbursement amounts exceed the developer's reasonable and actual costs and expense of constructing and installing the Infrastructure Improvements. The City will pay actual costs up to the maximum total identified above.
- The non-water well reimbursements will be in phases. Approximately \$1,000,000 will be reimbursed in a lump sum upon completion and acceptance of the improvements by the City. After one year of operations, a second lump sum of approximately \$4,200,000 will be reimbursed. The remaining amount will be reimbursed in annual payments, starting the second year of operations. Approximately \$1,500,000 to \$1,700,000 (plus any excess ramp costs as described in following bullet point) is expected to be reimbursed through these annual payments.
- Approximately \$1.1 M in estimated freeway ramp costs is included in the reimbursement amounts described above. Due to uncertainty regarding Caltrans’ design requirements and actual costs, the agreement provides for costs in excess of the preliminary estimate, up to a total ramp cost of \$2 Million, to be added to the reimbursement amount and paid as part of the annual payments on the back end.

### Reimbursement Funding Sources

Unless otherwise directed by the City Council, the bulk of the improvements will be treated much like large capital improvement projects and lump sum payments will be made from funding sources traditionally used for capital projects. This approach to funding improvements is similar to the strategy used by the City for the Freedom Industrial Park Public Private Partnership, except that in the case of the Travel Center, the developer will front the costs and then be reimbursed. A summary of recommended funding sources and amounts for the lump sum payments is included as part of the Fiscal Impact discussion in this report. Costs in excess of the lump sum payments will be reimbursed from a portion of the City's share of sales tax and transient occupancy tax revenue generated by the project. One-half of the amount of these revenues generated by the project will be reimbursed to the Developer until all costs are reimbursed, up to the maximum amount. Based on estimated costs and revenues, annual payments will be made for approximately 4 to 6 years.

It is likely that the City will receive additional development impact fee revenue and connection fees from benefitting properties over the next few years that may reasonably be applied against the reimbursement amount identified in the development agreement. However, the timing of these revenues, and their amounts, are unpredictable. For this reason, future development impact fees and connection charges are not directly factored into the development agreement's defined reimbursement schedule. As balances in the applicable accounts accrue, the City Council may choose to use the funds to make annual payments in lieu of sales and transient occupancy taxes, or it may use the funds to increase annual payments and thereby accelerate reimbursement. Importantly, the City Council will retain the choice as to how to spend these future revenues, including whether they are applied to the Travel Center reimbursements in any manner.

### Project Feasibility Absent a Defined Reimbursement Program

The Travel Center property is located within the City limits and the urban growth boundary and the site will receive services from master planned street and infrastructure improvements. However, the physical extension or expansion of streets and utilities to and along the project site is necessary. The developer has indicated that the significant costs involved with constructing these improvements make the project financially infeasible. An evaluation by the City of project costs and revenues supports this conclusion. In response to these concerns, the developer is asking that the requirements of the project be defined and locked in, that the fee schedule be set, and that the City reimburse the developer for a portion of the total costs of the off-site improvements. The reimbursable portion is limited to those improvements that are beyond the typical frontage improvements required of all projects.

### Conclusion

The proposed development will facilitate the orderly development of the subject property and the surrounding area in conformance with the General Plan. The development agreement supports the timely development and installation of infrastructure and public utilities identified in the General Plan and the City of Madera sewer, water, and storm drain master plans. On the basis that the project is infeasible absent the terms of the development agreement, and that the project benefits the City of Madera, the use of a development agreement may be viewed as an appropriate tool to establish certainty with regard to development requirements and the off-site improvement reimbursement structure.

## CONSISTENCY WITH THE VISION MADERA 2025 PLAN

The proposed development agreement facilitates development of the project and is therefore consistent with Action 115.1 to “encourage viable economic development” as well as Good Jobs and Economic Opportunity which focuses in part on creating “a broad spectrum of business opportunities”.

### FISCAL IMPACT:

As described in the body of this report, the development agreement commits the City to a phased reimbursed program for the non-frontage off-site improvements to be constructed by the Travel Center Project. Lump Sum reimbursements will be made from capital improvement funding sources typically utilized for the construction of each specific type of improvement. The table below identifies recommended funding sources and amounts for the lump sum reimbursements. Reimbursable costs in excess of lump sum payments will be made from a portion of the sales and transient occupancy taxes generated by the project. A net positive impact to the General Fund will be realized in each year of operation for the Travel Center.

**Recommended Funding Sources for Lump Sum Reimbursements**

#	Funding Type	Approx. Amount	Probable Reimbursable Improvement Type
1	Development Impact Fee (DIF) Credits	\$279,025	Credits applied to applicable cost categories
2	Transportation Facility DIF Balance	\$1,090,000	Freeway Ramp Widening-Right Turn Lane
3	Traffic Signal DIF Balance	\$402,440	Ave 17/Sharon Blvd Traffic Signal
4	Arterial/Collector Street DIF Balance	\$576,000	Excess & Misc. Ave 17/Sharon Blvd Costs
5	Sewer DIF Balance	\$131,000	Sewer Pipe Oversizing
6	Storm Drain DIF Balance	\$68,000	Storm Drainage Pipe Costs
7	Water Pipe DIF Balance	\$73,700	Water Pipe Oversizing
8	Measure A	\$1,120,000	Ave 17 Arterial Improvements
9	LTF Un-programmed Balance	\$1,640,000	Ave 17 & Sharon Blvd Arterial Improvements
	Subtotal – Lump Sum Funding (No Well Costs)	\$5,380,165.00	Amounts Available as of November, 2016
10	Water Well	\$1.2 - \$2.7 Million	Water Fund - Capital Improvements

ORDINANCE NO. \_\_\_\_\_ .

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING AND ADOPTING THE DEVELOPMENT AGREEMENT BETWEEN LOVE'S TRAVEL STOPS AND COUNTRY STORES AND THE CITY OF MADERA

WHEREAS, at its August 16, 2016 meeting, the Planning Commission approved various applications in support of the development of the Madera Travel Center project, located on approximately 25 acres of a 48.36 acre parcel at the southeast corner of the intersection of Avenue 17 and Freeway 99; and

WHEREAS, the approved Madera Travel Center Project is comprised of an 11,981 square-foot Travel Stop building, including 7,965 square feet within the store portion and a 4,016 square foot branded food restaurant(s) with drive-through, served by on-site parking for passenger vehicles and trailer trucks. Gasoline and diesel fuel, and propane will be sold on site, with nine covered fuel islands for trucks, and nine separate fuel islands for automobiles, as well as truck scales, oil-water separator, RV dump, and both above ground diesel fuel tanks and underground gasoline tanks, and an underground diesel exhaust fluid tank; and

WHEREAS, an environmental impact report was certified in conjunction with the approval of the Madera Travel Center project by the Planning Commission on August 16, 2016; and

WHEREAS, Government Code Sections 65864 through 68569.5 provide the statutory authority for development agreements between municipalities and persons owning real property interest in the City; and

WHEREAS, pursuant to Government Code Section 65865 the City has adopted rules and regulations establishing procedures and requirements for consideration of development agreements as set forth in § 10-3.1701 et. Seq. of the Madera Municipal Code; and

WHEREAS, the City received an application to consider a development agreement in conjunction with the Madera Travel Center.

WHEREAS, the proposed Development Agreement has been reviewed by City staff and the Planning Commission in conformance with the applicable requirements of Government Code and the Madera Municipal Code.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA DOES ORDAIN AS FOLLOWS:

SECTION 1. The provisions of the Development Agreement are consistent with the objectives, policies, general land uses and programs specified by the General Plan and the Zoning Ordinance, as amended.

SECTION 2. The Development Agreement is within the scope of the previously certified environmental impact report.

SECTION 3. The Development Agreement contains all information required by the California Government Code and Section 10-3.1702 of the Madera Municipal Code.

SECTION 4. The City Council finds that the development of a travel center, as contemplated by the Development Agreement, is compatible with the uses authorized in, and the regulations prescribed for, the C (Commercial) General Plan designation and C2 (Heavy Commercial) zone district.

SECTION 5. The Development Agreement is fair, just, and reasonable in light of both the scope of the project and the terms of the agreement, and is prompted by the necessities of the project which require that development of the project be allowed under a defined set of requirements and with a defined cost structure.

SECTION 6. The Development Agreement serves to encourage the achievement of growth management policies and objectives, and is in conformity with public convenience, general welfare and good land use practice. The agreement facilitates the extension of urban infrastructure within the designated Urban Growth Boundary and within the sphere of influence to and through properties which are presently inside the city limits or within the likely path of annexation. The proposal will not adversely affect the orderly development of property or the preservation of property values.

SECTION 7. The City Council hereby approves the Development Agreement substantially in the form attached hereto as Exhibit A, subject to such minor and clarifying changes consistent with the terms thereof as may be approved by the City Attorney prior to execution thereof.

SECTION 8. The Mayor of the City of Madera is hereby authorized and directed to execute the Agreement on behalf of the City of Madera.

SECTION 9. The City Clerk is directed to transmit the Development Agreement to the County Recorder for recordation no later than ten (10) days after the adoption of this ordinance.

SECTION 10. This ordinance shall be in full force and effect thirty (30) days from and after the date of its adoption.

SECTION 11: This Ordinance shall not be codified in the Madera Municipal Code.

## Ordinance Exhibit A

DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MADERA, LISA M. GUZMAN, TRUSTEE OF THE BYPASS TRUST UNDER THE GUZMAN LIVING TRUST DATED MAY 13, 2013 AND TRUSTEE OF THE SURVIVOR'S TRUST UNDER THE GUZMAN LIVING TRUST DATED MAY 13, 2013, AND LOVE'S TRAVEL STOPS & COUNTRY STORES, INC.

**DEVELOPMENT AGREEMENT**  
**BETWEEN THE CITY OF MADERA, LISA M. GUZMAN, TRUSTEE OF THE BYPASS TRUST UNDER THE GUZMAN LIVING TRUST DATED MAY 13, 2013 AND TRUSTEE OF THE SURVIVOR'S TRUST UNDER THE GUZMAN LIVING TRUST DATED MAY 13, 2013, AND LOVE'S TRAVEL STOPS & COUNTRY STORES, INC.**

**THIS DEVELOPMENT AGREEMENT ("Development Agreement")** is entered into to be effective on the date it is recorded with the Madera County Clerk/County Recorder (the "Effective Date"), between **THE CITY OF MADERA**, a California general law city ("City"); **LISA M. GUZMAN, TRUSTEE OF THE BYPASS TRUST UNDER THE GUZMAN LIVING TRUST DATED MAY 13, 2013, AND TRUSTEE OF THE SURVIVOR'S TRUST UNDER THE GUZMAN LIVING TRUST DATED MAY 13, 2013**, (collectively, "Landowner"); and **LOVE'S TRAVEL STOPS & COUNTRY STORES, INC.**, an Oklahoma corporation ("Developer"). Each of the City, Landowner and Developer may be referred to as a "Party" hereunder and collectively as the "Parties."

**RECITALS**

**A.** The Legislature of the State of California has adopted California Government Code Sections 65864-65869.5 ("Development Agreement Statute") which authorizes a city to enter into a binding development agreement with persons having legal or equitable interests in real property located within a city's municipal boundaries or in unincorporated territory within a city's sphere of influence for the development of such property in order to, among other things: encourage and provide for the development of public facilities; to support development projects; provide certainty in approval of development projects in order to avoid a waste of resources and escalation in project costs and encourage an investment in and commitment to comprehensive planning which will make maximum efficient utilization of resources at the least economic cost to the public land; and provide assurance to the applicants for development projects that they may proceed with their projects in accordance with existing policies, rules, and regulations and subject to the conditions of approval of such projects, as provided in such annexation and/or development agreements.

**B.** Landowner owns an approximately 50 acre parcel of real property located within the City, near the northern edge of the City limits, at the Avenue 17/State Route 99 ("SR 99") interchange (APN 013-240-003)(the "Property"), as particularly described on Exhibit A.

**C.** Developer intends to develop approximately 25 acres of the Property, as generally depicted on Exhibit B (the "Project Site"), as a full service travel center, to include an approximately 11,981 square-foot travel stop building, comprised of an approximately 7,965 square foot convenience store and 4,016 square foot branded restaurant with drive-through, served by on-site parking for passenger vehicles and tractor-trailers, nine covered fuel islands for trucks and nine separate covered fuel islands for automobiles, as well as a truck tire care facility and approximately 4,400 square foot branded restaurant (in proposed areas separate from the travel stop building), truck scales, a hotel, a self-storage facility and an RV and boat storage facility, and other related services and amenities for the motoring public, including a historical pedestrian plaza in the southwest corner of Avenue 17 and Sharon Boulevard, which will address a part of Madera history (the "Project"). The remaining undeveloped portion of the Property will be separated from the travel center site through a parcel map.

**D.** At the time the Project Site is developed, Developer will be required to construct certain off-site public infrastructure improvements, which was a condition of regulatory approval of the Project, including the development approvals described in the Recitals, such improvements will include roadway improvements, freeway ramp improvements, sanitary sewer lines, storm drainage improvements, a water well and water lines and certain other utility and general improvements that will provide benefits to City and other property owners near the Developer's property who may wish to develop their properties in the future. City has agreed to reimburse Developer for a portion of the costs of constructing such off-site infrastructure improvements, and to credit Developer for a portion of the otherwise applicable development impact fees. The City Council finds and

determines that the aggregate amount of such reimbursement and credit will be less than the cost of such improvements and has further found that the City will not maintain any proprietary interest in the Project.

E. Pursuant and subject to the Development Agreement Statute, the City's Municipal Code and the City's police powers, City is authorized to enter into binding agreements with persons having legal or equitable interest in real property located within the City's municipal boundaries thereby establishing the conditions under which such property may be developed in the City.

F. City has granted the Developer a series of Development Approvals (as defined herein below) to implement the Project, which are incorporated and made a part of this Agreement. The Developer desires to receive the assurance that it may proceed with the Project in accordance with the existing land use ordinances, subject to the terms and conditions contained in this Agreement and to secure the benefits afforded the Developer by Government Code §65864.

G. This Agreement will eliminate uncertainty in planning for and securing orderly development of the Project, provide the certainty necessary for the Developer to make significant investments in public infrastructure and other improvements, assure the timely and progressive installation of necessary improvements, provide public services appropriate to each stage of development, establish phasing for the orderly and measured build-out of the Project consistent with the General Plan and the desires of the City to assure integration of the new development into the existing community.

H. The terms and conditions of this Development Agreement have undergone extensive review by the staff of the City, the City's Planning Commission, and the City Council of City and have been found to be fair, just, and reasonable.

I. City's City Council finds and determines that it will be in the best interests of City's citizens and the public health, safety, and welfare will be served by entering into this Development Agreement.

J. All of the procedures of the California Environmental Quality Act have been met with respect to the Project and this Development Agreement by the approval of Planning Commission Resolution No: 1812 adopted on August 16, 2016, which certified the final Environmental Impact Report for the Madera Travel Center dated July, 2016 (the "EIR").

K. City's City Council has approved this Development Agreement by Ordinance No. \_\_\_\_\_ adopted on \_\_\_\_\_, 2016 and effective on \_\_\_\_\_, 2016.

**NOW THEREFORE, IN CONSIDERATION OF THE ABOVE RECITALS AND THE MUTUAL COVENANTS HEREINAFTER CONTAINED, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:**

**1. DEFINITIONS.** In this Development Agreement, the following words and phrases shall have the meanings ascribed below:

A. "County" is the County of Madera.

B. "Development Exaction" means any requirement of City in connection with or pursuant to any Land Use Regulation or Existing Development Approvals for the payment of fees, including impact fees and mitigation fees, or other monetary payments or exactions, imposed by City in order to lessen, offset, mitigate, or compensate for the impacts of new development on the environment or other public interests, whether such



exactions constitute impositions made under Development Approvals or the City's General Regulations. The applicable Development Exactions in effect under the Existing Land Use Regulations are set forth in Exhibit C.

C. "Development Approvals" means all permits and other entitlements for use subject to approval or issuance by City in connection with the development of the Project Site, including, but not limited to:

- (1) Site Plan Reviews;
- (2) Tentative and final parcel and/or subdivision maps;
- (3) Conditional use or special use permits, variances or other modifications to the City's development regulations;
- (4) Grading and building permits.

D. "Development Plan" means the Existing Development Approvals defined in Section 1(F) below and vested in Section 11 below, which are applicable to development of the Project.

E. "Effective Date" means the date upon which this Development Agreement is recorded with the County Clerk/County Recorder of the County, or the date upon which Ordinance No. \_\_\_\_\_ becomes effective, whichever occurs later.

F. "Existing Development Approvals" means this Development Agreement and those certain development approvals granted by the City of Madera Planning Commission at its August 16, 2016 meeting, as follows:

- (a) SPR 2015-18: Approving and establishing requirements for the overall development of the Project Site.
- (b) TPM 2015-01: Approving and establishing requirements for division of the subject property into 4 parcels and a remainder.
- (c) CUP 2015-09: Approving and establishing requirements for a changeable copy (gasoline prices) in association with a freeway sign on the Project Site.
- (d) CUP 2015-10: Approving and establishing requirements for the sale of beer and wine as a component of the operations of the travel stop component of the Project.
- (e) CUP 2015-11: Approving and establishing requirements for a drive-thru restaurant as a component of the travel stop component of the Project.
- (f) CUP 2015-12: Approving and establishing requirements for the truck stop component of the Project.
- (g) CUP 2015-13: Approving and establishing requirements for the automotive repair facility (Tire Care Facility) component of the Project.
- (h) CUP 2015-14: Approving and establishing requirements for the sale of beer and wine in conjunction with the freestanding restaurant component of the Project.

- (i) CUP 2015-15: Approving and establishing requirements for a drive-thru component as part of a freestanding restaurant on the Project Site.
- (j) CUP 2015-16: Approving and establishing requirements for a hotel on the Project Site.
- (k) CUP 2015-17: Approving and establishing requirements for a recreational vehicle and boat self-storage facility on the Project Site.
- (l) VAR 2015-02: Approving the construction of a freeway sign taller than forty feet.
- (m) Final EIR: Environmental Impact Report prepared in conformance with the California Environmental Quality Act and certified by the Planning Commission

G. "Existing Land Use Regulations" means all Land Use Regulations in effect on the Effective Date.

H. "Fee Credit" means that portion of Development Exactions fees which shall be credited by the City to Developer, as specified on Exhibit C-1 and as set forth in Section 8(B) below.

I. "Future General Regulations" means those "General Regulations" adopted by the City after the Effective Date of this Development Agreement.

J. "General Regulations" means those ordinances, rules, regulations, initiatives, policies, requirements, guidelines, constraints, or other similar actions of the City, other than site-specific Project approvals, which affect, govern, or apply to the Project Site or the implementation of the Development Plan. General Regulations are applicable to more than one property within the City.

K. "Infrastructure Improvements" means collectively, that portion of off-site public improvements to be dedicated to or owned by City and constructed by Developer pursuant to the terms of Section 7 of this Development Agreement, which will be installed at the locations identified on Exhibits E – I, inclusive, and which shall include the Roadway Improvements, Ramp Improvements, Sewer Improvements, Storm Drainage Improvements, Water Well Improvements, Water Line Improvements, and Utility and General Improvements, all as more specifically described in Section 7.

L. "Land Use Regulations" means all ordinances, resolutions, codes, rules regulations, and official policies of City governing the development and use of land, including, without limitation, the permitted use of land; the density or intensity of use; subdivision requirements; the maximum height and size of proposed buildings; the provisions for reservation or dedication of land for public purposes; and the design, improvement, and construction standards and specifications applicable to the development of the Project Site that are a matter of public record on the Effective Date of this Development Agreement. "Land Use Regulations" does not include any City ordinance, resolution, code, rule, regulation, or official policy, governing:

- (1) The conduct of businesses, professions, and occupations;
- (2) Taxes and assessments;
- (3) The control and abatement of nuisances;
- (4) The granting of encroachment permits and the conveyance of rights and interests which provide for the use of or the entry upon public property; and

(5) The exercise of the power of eminent domain.

M. "Owner" means the person having a legal or equitable interest in the Property and Project and all successors, transferees, or assigns thereof.

N. "Phase 1 Project" shall mean the approximately 11,981 square-foot travel stop building, comprised of an approximately 7,965 square foot convenience store and approximately 4,016 square foot branded restaurant(s) with drive-through, served by on-site parking for passenger vehicles and trailer trucks, nine covered fuel islands for trucks and nine separate fuel islands for automobiles, a truck tire care facility, truck scales, and an approximately 81 room hotel.

O. "Reimbursement Amount" shall mean the amount set forth in Section 8 below, which shall be payable by City to Developer to reimburse Developer for a portion of the cost and expense of designing and installing the Infrastructure Improvements. The Reimbursement Amount shall be due and payable as set forth in Section 8 below.

P. "State" shall mean the State of California.

Q. "Subsequent Development Approvals" means all development approvals required subsequent to the Effective Date in connection with development of the Project Site.

R. "Subsequent Land Use Regulation" means any Land Use Regulation adopted and effective after the Effective Date.

S. "Substantially Complete Building Permit Application" shall mean an application or request for a building permit that substantially satisfies the requirements of the General Regulations and the requirements specified in the Existing Development Approvals.

2. **INCORPORATION OF RECITALS AND EXHIBITS.** The Recitals and all defined terms set forth therein are hereby incorporated into this Agreement as if set forth herein in full. All exhibits attached hereto are incorporated by reference.

3. **INTERESTS OF LANDOWNER AND DEVELOPER; BINDING EFFECT OF DEVELOPMENT AGREEMENT.** Developer represents that it has an equitable or other interest in the Property sufficient to be bound by this Development Agreement. That portion of the Property which comprises the Project Site, as described in Recital C, is hereby made subject to this Development Agreement. Development of the Project Site is hereby authorized and shall be carried out in accordance with the terms of this Development Agreement. Upon recordation of the Development Agreement, the provisions of this Development Agreement shall constitute covenants which shall run with the Property and the benefits and burdens hereof shall bind and inure to all successors in interest to and assigns of the Parties hereto. Developer's right to develop the Project Site in accordance with the Development Approvals and the terms of this Development Agreement including the obligations set forth herein shall not become effective unless and until Developer acquires the Project Site. Upon conveyance of Landowner's fee interest in the Project Site to Developer, Landowner shall have no further rights or privileges, and shall be fully released from any further liability or obligation under this Development Agreement with respect to the Project Site and the remainder of the Property retained by Landowner.

**4. PURPOSE OF THIS AGREEMENT.**

A. Developer Objectives. In accordance with the legislative findings set forth in the Development Agreement Statute, and with full recognition of City's policy of judicious restraints on its police powers, Developer wishes to obtain reasonable assurances that the Project may be developed in accordance with Existing Land Use Regulations subject to the terms of this Development Agreement and City's Subsequent Land Use Regulations. In the absence of this Development Agreement, Developer would have no assurance that it can complete the Project for the uses and to the density and intensity of development set forth in this Development Agreement. This Development Agreement, therefore, is necessary to assure Developer that the Project will not be (i) reduced in density, intensity or use, or (ii) subjected to new rules, regulations, ordinances or official policies or delays which are not permitted by this Development Agreement or the Reservation of Authority (as defined in Section 10 below).

B. Mutual Objectives. Development of the Project in accordance with this Development Agreement will provide for the orderly development of the Project. Moreover, a development agreement for the Project will eliminate uncertainty in planning for and securing orderly development of the Project, assure installation of necessary improvements, assure attainment of maximum efficient resource utilization within City at the least economic cost to its citizens and otherwise achieve the goals and purposes for which the Development Agreement Statute was enacted. The Parties believe that such orderly development of the Project will provide many public benefits to City through the imposition of development standards and requirements under the provisions and conditions of this Development Agreement, including without limitation, increased tax revenues, installation of off-site infrastructure improvements, and job creation. Additionally, although development of the Project in accordance with this Development Agreement will restrain City's land use or other relevant police powers, this Development Agreement provides City with sufficient Reservation of Authority during the term hereof to remain responsible and accountable to its residents. In exchange for these and other benefits to City, Developer will receive assurance that the Project may be developed during the term of this Development Agreement in accordance with the Existing Land Use Regulations and Reservation of Authority.

C. Mutual Benefits; Acknowledgment of Consideration. By this Development Agreement, City and Developer desire to set forth the terms under which Developer will receive certain reimbursements for commercial development and economic performance on the Project Site. The City has determined to offer Developer reimbursements and credits for a portion of the costs incurred by Developer in its installation of the Infrastructure Improvements because the same will provide significant benefits to City by increasing the capacity of and expanding City's water, storm drainage and sewer service systems, by the installation of traffic signals and a new roadway to promote the orderly flow of traffic and increase City's street network capacity, and otherwise. The aggregate amount of such reimbursement and all credits provided to Developer hereunder will not exceed the actual and reasonable cost incurred by Developer in connection with construction and installation of the Infrastructure Improvements as determined pursuant to Section 8 below. The Project will also promote the economic wellbeing of City by attracting businesses that will provide City with a significant, long-term revenue stream and a source of employment for residents of the community. City and Developer acknowledge and agree that the consideration that is to be exchanged pursuant to this Development Agreement is fair, just, and reasonable.

**5. EXHIBITS.** The following exhibits are incorporated into and made a part of this Development Agreement by this reference:

- Exhibit A            Legal Description of Property
- Exhibit B            Depiction of Project Site
- Exhibit C-1        Development Exactions (Fees) and Project Fee Credits
- Exhibit C-2        Traffic and Transportation Mitigation Fees

<u>Exhibit D</u>	General Description of Infrastructure Improvements, Costs and Reimbursable Amounts
<u>Exhibit E</u>	Depiction of Roadway Improvements/Roadway Work
<u>Exhibit F</u>	Depiction of Sewer Improvements/Sewer Work
<u>Exhibit G</u>	Depiction of Storm Drainage Improvements/Storm Drainage Work
<u>Exhibit H</u>	Depiction of Water Improvements/Water Work
<u>Exhibit I</u>	Depiction of Utility and General Improvements/Utility and General Improvements Work
<u>Exhibit J</u>	Form of Assignment and Assumption Agreement

**6. TERM AND TERMINATION.**

A. Term. The term of this Development Agreement shall commence on the Effective Date and shall terminate thirty six (36) months from the Effective Date [subject to Section 22(l)], provided, however, that the Term may be extended pursuant to the following:

- 1) If Developer submits a properly completed Substantially Complete Building Permit Application for each building in the Phase 1 Project prior to the expiration of the 36-month initial term, then such term shall automatically be extended to a date forty eight (48) months from the Effective Date, without the need for further action by the Parties. Thereupon, the City shall promptly take action on such applications, as contemplated in Section 7(D)(1) below.
- 2) If the term has been extended as permitted by Section 6(A)(1) of this Agreement and if the Building Permits are issued by the City, as contemplated, then such term shall automatically be extended to a date sixty (60) months from the Effective date, without the need for further action by the Parties..
- 3) If the term has been extended by Section 6(A)(2) of this Agreement and if Developer completes each building in the Phase 1 Project and receives a temporary or final certificate of occupancy within sixty (60) months of the Effective Date, the term of this Agreement shall automatically be extended to a date twenty (20) years from the Effective Date, without the need for further action by the Parties.

B. Termination in the Event of Order or Judgment. This Development Agreement shall terminate and be of no force and effect upon the occurrence of the entry of a final judgment or issuance of a final order after exhaustion of any appeals directed against the City as a result of any lawsuit filed against the City to set aside, withdraw, or abrogate the approval by the City Council of City of this Development Agreement. In the event that this Agreement or any of the Development Approvals are subjected to legal challenge by a third party, and Developer is unable, or elects not to proceed with the Project due to such legal action, the term of and timing for obligations imposed pursuant to this Agreement shall be automatically tolled during such legal action.

C. Termination of Agreement Does not Terminate Project Approvals. Termination of this Development Agreement shall not constitute termination of any other land use entitlement approved for the Project Site prior to the Effective Date of this Development Agreement, or to any Subsequent Development Approvals issued by the City during the term of the Agreement. Upon termination of this Development Agreement, no party shall have any further right or obligation hereunder except with respect to (1) any obligation to have been performed prior to such termination, (2) any default in the performance of the provisions of this Development Agreement which has accrued prior to such termination, and/or (3) any provision which is noted to survive such termination, or which, by its nature, is intended to survive such termination. Pursuant to California *Government Code* §66452.6(a) the term of any parcel map or tentative subdivision map shall automatically be extended for the term of this Agreement.

**7. DEVELOPER'S PROVISIONS OF INFRASTRUCTURE IMPROVEMENTS; TIMING AND CITY ASSISTANCE.**

A. Developer's Provision of Infrastructure Improvements. If the Project or any portion thereof is constructed, Developer agrees to construct and install the following Infrastructure Improvements:

(1) Roadway Improvements. Developer will construct and install (a) two traffic signals (the "Traffic Signals"); (b) certain street lights, street signage and striping on or along Avenue 17 and Sharon Boulevard; (c) all paving, curbs, gutters and sidewalks to widen Avenue 17 (the "Avenue 17 Street Widening"); and (d) paving, curbs, gutters and a portion of the parkway landscaping and sidewalk (to the extent not being constructed by a third-party developer) for Sharon Boulevard, all as generally described on Exhibit D and at the locations identified on Exhibit E ("Sharon Boulevard Work") (the Traffic Signals, the Avenue 17 Street Widening, the Sharon Boulevard Work and all related improvements are collectively, the "Roadway Improvements" and the associated work, the "Roadway Work").

(2) Freeway Ramp Improvements. Developer will construct and install a dedicated right turn lane on the north bound exit ramp of the Freeway 99 and Avenue 17 interchange, as generally described on Exhibit D and at locations specified on Exhibit E, (the "Ramp Improvements").

(3) Sewer Improvements. Developer will construct and install a sewer line to connect the Property to City's existing sewer system at a point located within Sharon Boulevard, north of Ellis Street, as generally described on Exhibit D and at the locations identified on Exhibit F, which pipeline will run from such point north of and then within the Sharon Boulevard right of way (the Sewer Line and all related improvements, collectively, the "Sewer Improvements" and the associated work, the "Sewer Work").

(4) Storm Drainage Improvements. Developer will construct and install a storm drain pipeline approximately 18" in diameter within the Avenue 17 right of way and a storm drain pipeline approximately 30" in diameter within the Sharon Boulevard right of way to connect to a privately owned and maintained temporary storm retention basin to be installed by Developer at the southernmost point of the Project site, all as generally described on Exhibit D and to be installed at the locations identified on Exhibit G, and with such temporary storm retention basin to be used until a permanent storm drain connection to the south becomes available (collectively, with all related improvements, the "Storm Drainage Improvements" and the associated work, the "Storm Drainage Work"). Upon completion of the permanent storm retention basin off-site, Developer may remove the temporary retention basin facility and devote that portion of the Project Site to other purposes in conformance with the conditions of approval adopted by the Planning Commission in conjunction its approval of the Existing Development Approvals.

(5) Water Well and Water Line Improvements. Developer agrees to develop a water well site on certain land contiguous to the Property to the south, as shown on Exhibit H (the "Well Site"), with rights to so construct and utilize the Well Site to be secured by City, as depicted on Exhibit H, subject to approval by the City engineer. In addition to the Well Site, Developer shall construct and install a 24" diameter PVC water pipeline connecting the well on the Well Site to the existing City water system at a point north of the Project site, as shown on Exhibit H (collectively, with all related improvements, the "Water Well and Water Line Improvements" and the associated work, the "Water Work"), with any rights in third-party property necessary to complete the Water Work to be secured by City. Any interest of Developer in or to the Well Site (and/or associated infrastructure) shall be dedicated to City in the manner prescribed by the Existing Land Use Regulations after completion of the Water Work and acceptance thereof by the City engineer. Notwithstanding anything to the contrary herein, in the event City is unable to secure third-party rights as contemplated above, City will work with Developer in good faith and with due diligence to

provide an alternate location for the Well Site and/or connection point of the subject water pipeline to the City water system, all at City's expense.

(6) Miscellaneous Street and Utility Improvements. Developer will construct and install (a) median and parkway landscaping; and (b) dry utility trenching, conduits and pull boxes, all as generally described on Exhibit D and at locations identified on Exhibit I (collectively, with all related improvements, the "Utility and General Improvements" and all the associated work, the "Utility and General Improvements Work").

B. City's Share of Costs and Expenses. The City's reasonable and fair share of the costs and expenses associated with designing, constructing and installing the Infrastructure Improvements (based on the relative value of the Infrastructure Improvements to the City and neighboring landowners as compared to the value to Developer and the Project), shall be included in the Reimbursement Amount set forth in Section 8 below.

C. Obligation to Install Infrastructure Improvements as Condition to Certificate of Occupancy; Timing. Developer shall construct and install the Infrastructure Improvements concurrently with and as a condition precedent to the issuance of a certificate of occupancy for any improvement in the Project. All Infrastructure Improvements shall be designed, constructed and installed in accordance with standard engineering and construction industry practices and the Existing Land Use Regulations and, to the extent not addressed by the Existing Land Use Regulations, other applicable codes, rules, City standards, regulations and laws, in a good and workmanlike condition, at Developer's sole cost and expense (except as provided herein).

D. City Obligations to Assist with the Infrastructure Improvements. In addition to City's obligation to pay the Reimbursement Amount and Fee Credit to Developer, as set forth in Section 8 below, in connection with Developer's installation of any of the Infrastructure Improvements, the Parties agree as follows:

(1) Cooperation. City shall accept for processing and promptly take action on all applications, provided they are in a proper form and acceptable for required processing, for discretionary permits, tract or parcel maps, building permits, or other land use permits or entitlements for development of the Project, in accordance with the provisions of this Development Agreement and the Development Approvals. City shall cooperate with Developer in providing expeditious review of any such applications, permits, or land use entitlements and, upon request and payment of any costs and/or extra fees associated therewith by Developer, City shall assign to the Project planners, building inspectors, and/or other staff personnel as required to ensure the timely processing and completion of the Project.

(2) Obtaining Easements and Rights of Way. City shall (a) grant to Developer any necessary temporary or permanent easements or rights-of-way to install, operate, repair, maintain, replace and access the Infrastructure Improvements or otherwise develop the Project over, on or under City owned land; (b) assist Developer in obtaining any necessary temporary or permanent easements or rights-of-way to install, operate, repair, maintain, replace and access the Infrastructure Improvements over, on or under County owned land; and (c) secure, in favor of Developer, any necessary temporary or permanent easements or rights-of-way to install, operate, repair, maintain, replace and access the Infrastructure Improvements over, on or under other third-party land, including without limitation, those required in regard to the Well Site and Water Work addressed in Section 7(A)(5) above, and in each case, temporary construction easements for pedestrian and vehicular ingress and egress and vehicular parking and the placing and storing of construction machinery, equipment, supplies, materials, dirt and fill. The Parties agree to cooperate in good faith in regard to the foregoing to facilitate obtaining such easements or rights of way as expeditiously as reasonably possible. In any event, City shall promptly provide to Developer a copy of any such easements obtained by City in favor of Developer. In the event the Developer and/or City is unable, after exercising all reasonable efforts, to acquire the real property interests necessary for the construction of such Infrastructure Improvements, as contemplated herein, by the time any final map

is filed with the City, the City shall negotiate the purchase of the necessary real property interests to allow the Developer to construct the Infrastructure Improvements as required by this Agreement and, if necessary, in accordance with the procedures established by law, use its power of eminent domain to acquire such required real property interests.

(3) Approval by City Engineer; Dedication and Acceptance. Upon substantial completion of the Infrastructure Improvements by Developer in accordance with the terms of this Agreement, the City Engineer shall inspect and approve the same, which approval shall not be unreasonably withheld or delayed. Upon such approval by City Engineer and Developer's dedication of the Infrastructure Improvements to City in the manner prescribed by applicable City codes, ordinances, and regulations, City shall accept the same, subject to Developer's compliance with the Existing Land Use Regulations.

(4) Operation and Maintenance of Infrastructure Improvements; Warranty. Upon acceptance of the Infrastructure Improvements by City, as contemplated above, (a) City shall, at its sole cost and expense, operate and maintain the Infrastructure Improvements in good and working order as part of its public systems; and (b) Developer shall have no further interest in or obligation in regard to the Infrastructure Improvements beyond that inuring to the public in general.

**8. FEE CREDIT; CITY OBLIGATION TO REIMBURSE DEVELOPER.** Developer, pursuant to this Agreement, will be financing the construction of Infrastructure Improvements that otherwise would be paid for by City or other parties, or would serve other properties beyond the Project Site, or would be financed by City Development Exaction Fees and other public utility and infrastructure funding sources. In consideration of the financing of such improvements by Developer, and in consideration of the substantial public benefits to be achieved by the Project during each year of the term of this Development Agreement, City and Developers agree that Developers shall be entitled to fee credits and reimbursement as provided in this Section 8. Pursuant to this Section 8, City shall offer fee credit and/or reimburse Developer for the City's fair and reasonable share of Developer's reasonable and actual cost and expense incurred in connection with the construction and installation of the Infrastructure Improvements (the "Reimbursement Amount"). Developer shall provide to City satisfactory evidence of such costs and expenses as actually incurred by Developer, as provided by Section 8(J) below.

A. Reimbursement Amount. The total Reimbursement Amount, not including costs associated with the Water Well Improvements or the Ramp Improvements Excess Cost (as defined below), shall not exceed Six Million Eight Hundred Seventy Thousand Dollars (\$6,870,000). This Reimbursement Amount, established based on the maximum reimbursement schedule set forth in Exhibit D, constitutes the City's fair and reasonable share of the Developer's reasonable and actual costs. City and Developer agree that due to the variability of potential costs associated with the Water Well Improvements and the Ramp Improvements, those costs are not fully included in the maximum Reimbursement Amount, but will be reimbursed in accordance with the terms set forth in Section 8(C) and Section 8(D) of this Agreement, respectively. In no event shall the City be required to reimburse an amount above Developer's actual costs and expenses. Developer shall provide to City satisfactory evidence of actual costs and expenses pursuant to Section 8(J) of this Agreement.

B. Fee Credit. To the extent Developer dedicates land, funds or constructs Infrastructure Improvements that exceed the size or capacity required to serve the Project Site for the benefit of other properties, or if such dedication or Infrastructure Improvements benefit other properties, regardless of their size or capacity, City shall provide Developer with credit against the Development Exaction Fees applicable to the Project, as generally set forth in Exhibit C-1. The fee credit shall equal (and shall not exceed) Developer's aggregate hard and soft costs (including land costs, if applicable) actually paid by Developer for the particular Infrastructure Improvement in question. Fee credit shall be given by the City at the time the applicable Development Exaction Fees would otherwise be paid by Developer.



C. Water Well Reimbursement. Upon Developer's completion and City's acceptance of the Water Well Improvements, City shall reimburse to Developer the full and complete actual costs to develop the Water Well, less any fee credits applicable to water well costs that are available to Developer in accordance with Section 8(B), subject to the terms and conditions set forth in this Section 8(C).

- (1) Reimbursable costs for the Development of the Water Well shall include all items required by the City Engineer to develop and make operational a water well to City Standards. Design and Engineering Costs, City permit and inspection fees, and Contract Overhead not to exceed 10% shall be eligible for reimbursement. Costs shall be documented in the manner described in Section 8(J) of this Agreement.
- (2) Prior to the selection of a contractor and commencement of work, Developer shall submit for approval by the City Engineer an itemized cost proposal for all improvements and associated expenses which will be eligible for reimbursement.
- (3) Reimbursement for the Water Well Improvements shall be made within 60 days of the City Engineer's determination of Actual Expenses Costs and Expenses as described in Section 8(J) of this Agreement.

D. Ramp Improvement Excess Cost. As set forth in Exhibit D, the total Reimbursement Amount includes estimated costs for the Ramp Improvements of One Million Ninety Thousand Seventy Six Dollars (\$1,090,076). The Parties recognize and agree that the actual cost of the Ramp Improvements may substantially deviate from the estimated cost shown in Exhibit D due to design changes that may be required by Caltrans after the Effective Date (such increased costs, the "Ramp Improvement Excess Costs"). City shall reimburse to Developer the full and complete actual costs to develop the Ramp Improvements up to a maximum total cost of Two Million Dollars (\$2,000,000), less the amount of One Million Ninety Thousand Seventy Six Dollars (\$1,090,076), if paid to Developer pursuant to Sections 8(E) and 8(F), subject to the terms and conditions set forth in this Section 8(D).

- (1) Reimbursable costs for the development of the Ramp Improvements shall include all items required by Caltrans, in consultation with the City. Design and Engineering Costs, City or Caltrans permit and inspection fees, and Contract Overhead not to exceed 10% shall be eligible for reimbursement. Costs shall be documented in the manner described in Section 8(J) of this Agreement.
- (2) Prior to the selection of a contractor and commencement of work, Developer shall submit for approval by the City Engineer an itemized cost proposal for all improvements and associated expenses which will be eligible for reimbursement.
- (3) Reimbursement for the Ramp Improvement Excess Costs shall be made through Supplemental Payments pursuant to Section 8(G), below.
- (4) To the extent that the actual cost of Infrastructure Improvements (not including costs associated with the Water Well Improvements or the Ramp Improvements Excess Cost) are below the total Reimbursement Amount, the difference shall be subtracted from the amount of the Ramp Improvement Excess Cost otherwise payable to Developer under this Section.

E. Partial Lump Sum Reimbursement at Completion and Acceptance of Infrastructure Improvements. In addition to any amount of fee credits or reimbursements made to Developer pursuant to Sections 8(B) through 8(D) of this Agreement, upon Developer's completion and City's acceptance of all Infrastructure Improvements as defined in this Agreement, City shall reimburse to Developer a sum of not less than one million dollars (\$1,000,000).

Any amount the City elects to reimburse to Developer in excess of \$1,000,000 pursuant to this Section may be credited against the amount to be reimbursed to Developer pursuant to Section 8(F) below. Partial Reimbursement of the Infrastructure Improvements pursuant to this Section shall be made within 60 days of the City Engineer's determination of Actual Costs and Expenses as described in Section 8(J) of this Agreement.

F. Partial Lump Sum Reimbursement After One Year of Phase 1 Project Operation. In addition to any amount of fee credits or reimbursements made to Developer pursuant to Sections 8(B), 8(C), 8(D) and 8(E) of this Agreement, upon the one-year anniversary of the issuance of a certificate of occupancy for the final building to be occupied in the Phase 1 Project, City shall reimburse to Developer an amount equal to the lesser of: (1) the actual, total combined costs for all Roadway Improvements and Traffic and Transportation Mitigation Fees, less any amount reimbursed to Developer pursuant to Section 8(E) of this Agreement; or (2) the sum of Five Million Two Hundred Thousand Dollars (\$5,200,000), less any amount reimbursed or scheduled to be reimbursed to Developer pursuant to Section 8(E) of this Agreement.

G. Reimbursement From Future Sales Taxes and Transient Occupancy Taxes - "Supplemental Payments". In addition to fee credits and reimbursements provided pursuant to Sections 8(B) through 8(F) of this Agreement, in order to reimburse Developer for a portion of the Developer's unreimbursed cost of the Infrastructure Improvements, City agrees to make periodic supplemental reimbursement payments ("Supplemental Payments") to Developer in the amounts, at the times, and subject to the terms and conditions set forth in this Section 8(G).

(1) Calculation of Supplemental Payments. The Supplemental Payments required to be made by City hereunder shall be calculated based upon the amount of Sales Taxes and Transient Occupancy Tax generated by the Project Site. "Sales Taxes" shall mean the sales tax revenues from the imposition of the Bradley-Burns Uniform Sales and Use Tax Law (commencing with Section 7200 of the Revenue and Taxation Code), as the same may be amended from time to time, that the California State Board of Equalization ("SBOE") determines are generated by the Project Site and are paid to the City. Any sales tax revenues generated by the Project Site that the SBOE determines are payable to any jurisdiction other than City shall be excluded in the calculation of Sales Taxes hereunder. "Transient Occupancy Tax" shall mean the special tax levied within the City of Madera pursuant to Chapter 4 of Title VIII of the Madera Municipal Code on the privilege of occupying a room or rooms, or other living space, in a hotel or other transient lodging facility where the occupancy is less than 30 days. In no event shall the Supplemental Payments required to be made hereunder be secured by the City's general fund.

(2) Timing of Supplemental Payments. The Supplemental Payments shall be made by the City semi-annually, in arrears, no later than May 15th (for the preceding July 1st through December 31st period) and November 15th (for the preceding January 1st through June 30th period). The first calendar year for which Supplemental Payments are made shall be the second calendar year during which the Project is open to the public for business and Sales Taxes and Transient Occupancy Taxes are generated. After the supplemental payments commence, City's obligation shall continue until the earlier of (a) the expiration of the term of this Development Agreement, or (b) the date on which the total amount of Supplemental Payments made to Developer pursuant to this Section, plus the fee credits and reimbursements previously received by Developer pursuant to Sections 8(B) through 8(F), equal the total Reimbursement Amount.

(3) Amount of Supplemental Payment. For each calendar year for which Developer is entitled to receive a Supplemental Payment hereunder, the Supplemental Payment for such calendar year shall be not less than one-half of the total combined amount of Sales Tax and Transient Occupancy Tax generated by the Project Site and received by the City.

(4) Calculation of Supplemental Payment. The City, prior to making each semi-annual Supplemental Payment, shall determine the total Sales Taxes and Transient Occupancy Tax generated from the Project Site during the prior semi-annual period and actually paid to the City for such period based on the data provided by the SBOE (Sales Tax) and the operator of the Project Site Hotel (Transient Occupancy Tax) to City, and based upon such determination and the formula described in Section 8(G)(3) above, the amount of the applicable semi-annual Supplemental Payment. Such determination as between City and Developer shall be conclusive and binding on City and Developer, except that either party shall have the right to contest the Sales Tax data provided by SBOE in accordance with the procedures available under applicable law. If any final decision in such contest results in a recalculation of such data, then the Parties shall make such adjustments in the amounts credited pursuant to this Section as are necessary to reflect the final determination. In the event that Developer is entitled to receive a Supplemental Payment for the prior semiannual period in accordance herewith, then City shall, in the ordinary course of business, remit the amount of the Supplemental Payment to Developer.

(5) Developer Cooperation. Developer shall cooperate with City in providing to City such information that Developer may have regarding Sales Taxes and Transient Occupancy Taxes, subject to any nondisclosure or confidentiality provisions in Developer's leases with its tenants, if any. Specifically, Developer shall provide and shall require any of its tenants, licensees, franchisees or transferees to provide to City copies of the quarterly sales tax reports submitted to the SBOE concurrently with submission to the SBOE.

H. Reimbursement from Benefited Properties. The Parties recognize that certain of the Infrastructure Improvements will significantly benefit the future development of other properties (the "Benefited Properties"). To facilitate equitable distribution of costs among benefitted properties, the City shall require that all individual developers of Benefited Properties reimburse the City for their fair share costs of the Infrastructure Improvements paid for by Developer. For each Benefited Property, full reimbursement shall be required as a condition precedent to the issuance of the first building permit for that Benefited Property. The City shall implement this requirement through the imposition of a condition of approval on the use permit or first tentative subdivision map of any nature approved for each Benefited Property and/or as a requirement of any development agreement entered into for a Benefited Property. The City shall not be obligated to pay reimbursements to Developer from funds received from individual developers of Benefited Properties. City shall have the option to utilize any such funds it collects to make the annual Supplemental Payment to the Developer in lieu of using Sales Tax and Transient Occupancy Tax generated by the Project Site as contemplated by Section 8(G) of this Agreement.

I. Waiver of Further Reimbursement. Except for the Reimbursement Amount, as set forth in this Development Agreement, Developer hereby waives all rights to any other reimbursements in relation to the Infrastructure Improvements.

J. Developer's Cost Documentation. Within ninety (90) days of City's acceptance of the Infrastructure Improvements, Developer shall provide City with evidence of actual and reasonable costs and expenses for the Infrastructure Improvements for which reimbursements are to be made, in order to determine the final Reimbursement Amount. Such evidence shall include executed contracts, invoices, cancelled checks, and other documents reasonably required by the City Engineer to determine the reasonable and actual costs of the Infrastructure Improvements, together with a written certification signed by an officer of Developer setting forth hard and soft costs paid by Developer for the Infrastructure Improvements (the "Developer's Cost Documentation"). The actual Reimbursement Amount and the Fee Credit shall be determined in the reasonable discretion of the City Engineer, in good faith, based on the Developer's Cost Documentation.

K. Right to Reimbursement. All rights to reimbursement shall be personal to the Developer and such rights shall not run with the Property. Notwithstanding the foregoing, Developer may transfer or convey its right to fee credit or reimbursement to a third party, upon written notification to the City of said transfer or conveyance.

L. Term for Credits and Reimbursements. City shall not be obligated to pay any funds to Developer toward the Reimbursement Amount following the expiration of the term of this Development Agreement.

M. Installation of Monuments as Condition Precedent to Reimbursements. The installation of monuments required in conjunction with the approval and recordation of the Parcel Map creating the Project Site (TPM 2015-01) shall occur prior to the issuance of any reimbursements specified in Section 8 of this Agreement.

9. **CONSTRUCTION OF HISTORIC PEDESTRIAN PLAZA.** Notwithstanding any other provision of this Agreement, Developer shall construct and complete the Historic Pedestrian Plaza as identified in Recital C and the Existing Development Approvals, no later than issuance of a certificate of occupancy for the final building to be occupied in the Phase 1 Project.

10. **RESERVATION OF AUTHORITY.** The following shall be referred to as City's "Reservation of Authority":

A. Limitations, Reservations, and Exceptions. Notwithstanding any other provision of this Development Agreement, the following Subsequent Land Use Regulations shall apply to the development of the Project Site:

- (1) Processing fees and charges imposed by City to cover the estimated actual costs to City of processing applications for Subsequent Development Approvals, provided such fees are consistent with fees and charges imposed generally by City on all new development.
- (2) Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals, and any other matter of procedure.
- (3) Regulations governing construction standards and specifications, including, without limitation, the City's Building Code, Plumbing Code, Mechanical Code, Electrical Code, and Fire Code.
- (4) Regulations which are in conflict with the Development Plan provided Developer has given written consent to the application of such regulations to development of the Project Site.
- (5) Regulations required to be adopted by changes in State or Federal law.

B. Subsequent Development Approvals. This Development Agreement shall not prevent City, in acting on Subsequent Development Approvals, from applying the Subsequent Land Use Regulations which do not conflict with the Development Plan, nor shall this Development Agreement prevent City from denying or conditionally approving any Subsequent Development Approval on the basis of the Existing Land Use Regulations or Subsequent Land Use Regulations not in conflict with the Development Plan.

C. Modification or Suspension by State or Federal Law. In the event that State or Federal laws or regulations enacted after the Effective Date of this Development Agreement prevent or preclude compliance with one or more of the provisions of this Development Agreement, such provisions of this Development Agreement shall be modified or suspended as may be necessary to comply with such State or Federal laws or regulations and the remainder of this Development Agreement shall remain in full force and effect.

D. Regulation by Other Public Agencies. It is acknowledged by the Parties that other public agencies not within the control of City possess authority to regulate aspects of the development of the Project Site separately from or jointly with City. This Development Agreement does not limit the authority of such other public agencies.

**11. DEVELOPMENT OF THE PROPERTY; TIMING AND CHANGES/AMENDMENTS.**

A. Rights to Develop. Subject to the terms of this Development Agreement, Developer shall have a vested right to develop the Project in accordance with and to the extent of the Development Plan. The Project shall be subject to all Subsequent Development Approvals, if any, required to complete the Project as contemplated by the Development Plan. Except as otherwise provided in this Development Agreement, the permitted uses of the Project Site, the density and intensity of use, the maximum height and size of proposed buildings, and provisions for reservation and dedication of land for public purposes shall be those set forth in the Development Plan. The Project shall be subject to all mitigation measures specified in the Final EIR and Mitigation Monitoring Program as certified and adopted by the Planning Commission on August 16, 2016. In addition, City agrees that (i) the City shall not require any additional land dedications, additional construction of infrastructure improvements or any additional impact mitigation measures beyond those required by the Existing Land Use Approvals, including this Development Agreement, in connection with, and as a condition to, the development and construction of any portion of the Project, and the Project shall not be subject to any such additional requirements imposed pursuant to Future General Regulations or Subsequent Land Use Regulations; and (ii) the Development Exactions imposed in connection with, and as a condition to, the development and construction of any portion of the Project shall be limited to the Development Exactions as set forth on Exhibits C-1 and C-2 and the Project shall not be subject to any additional Development Exactions imposed pursuant to Future General Regulations or Subsequent Land Use Regulations.

B. Timing of Development. It is anticipated that the Infrastructure Improvements will be constructed in conjunction with Developer's development of its travel center and related improvements on the Project Site, as referenced in Recital C. The Parties acknowledge that Developer cannot at this time predict when or the rate at which the Project Site will be developed, since the same depends upon numerous factors which are not within the control of Developer, including without limitation, timing of Developer obtaining fee title to the Project Site, delay in obtaining necessary easement or other rights in third-party property, and market and weather conditions. Since the California Supreme Court held in *Pardee Construction v. City of Camarillo*, 37 Cal. 3d 465 (1984) that the failure of the parties in that case to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the parties' intent to cure that deficiency by acknowledging and providing that Developer shall have the right to develop the Project Site in such order and at such rate and at such times as Developer deems appropriate within the exercise of Developer's subjective business judgment, subject only to any timing requirements set forth in the Existing Development Approvals and the Development Plan. Any regulation, whether adopted by initiative or otherwise, limiting the rate or timing of development of the Project Site shall be deemed to conflict with the Existing Development Approvals and therefore shall not be applicable to the development of the Project Site.

C. Effect of Development Agreement on Land Use Regulations. Except as otherwise provided under the terms of this Development Agreement, the rules, regulations, and official policies governing permitted uses of the Project Site, the density and intensity of use of the property, the maximum height and size of proposed buildings, and the design, improvement, and construction standards and specifications applicable to development of the Project Site shall be the Existing Land Use Regulations. City shall exercise its lawful reasonable discretion in connection with Subsequent Development Approvals in accordance with the Development Plan, and as provided by this Development Agreement. City shall accept for processing, review, and action all applications for Subsequent Development Approvals, and such applications shall be processed in the normal manner for processing such matters. City may, at the request of Developer, contract for planning and engineering consultant services to expedite the review and processing of Subsequent Development Approvals, the cost of which shall be borne by Developer.

D. Amendments and Modifications.

(1) Major Amendments. Any amendment to this Development Agreement which affects or relates to (a) the term of this Development Agreement; (b) permitted uses of the Project Site; (c) provisions for the reservation or dedication of land; (d) conditions, terms, restrictions or requirements for subsequent discretionary actions; (e) the density or intensity of use of the Project Site or the maximum height or gross square footage of proposed buildings; or (f) monetary contributions by Developer, shall be deemed a “Major Amendment” and shall require giving of notice and a public hearing before the Planning Commission and City Council. Any amendment which is not a Major Amendment shall be deemed a Minor Modification (as further defined in and subject to Section 11(D)(2) below). The City Manager or his or her designee shall have the authority, in his or her reasonable discretion, to determine if an amendment is a Major Amendment subject to this Section 11(D)(1) or a Minor Modification subject to Section 11(D)(2) below. The City Manager’s determination may be appealed to the City Council.

(2) Minor Modifications. The Parties acknowledge that refinement and further implementation of the Project may demonstrate that certain minor changes may be appropriate with respect to the details and performance of the Parties under this Development Agreement. The Parties desire to retain a certain degree of flexibility with respect to the details of the Project and with respect to those items covered in the general terms of this Development Agreement. If and when the Parties find that clarifications, minor changes, or minor adjustments are necessary or appropriate and do not constitute a Major Amendment under Section 11(D)(1) (each a “Minor Modification”), they shall effectuate such Minor Modification through a written instrument executed by the Developer and City Manager. Unless otherwise required by law or the Municipal Code, no Minor Modification shall require prior notice or hearing, nor shall it constitute an amendment to this Development Agreement.

**12. PERIODIC REVIEW FOR COMPLIANCE WITH DEVELOPMENT AGREEMENT.** In accordance with California Government Code Section 65865.1, City shall review this Development Agreement at least once during every twelve (12) month period from the Effective Date of this Development Agreement, at which time Developer shall demonstrate good faith compliance with the terms of this Development Agreement, as reasonably requested by City. Failure by City in any given calendar year to undertake and complete its annual review of the Agreement shall constitute a finding by City that Developer is in compliance with all of the terms and conditions of this Agreement for that calendar year.

**13. AMENDMENT OR CANCELLATION OF DEVELOPMENT AGREEMENT.** This Development Agreement may be amended or canceled in whole or in part only by mutual consent of the Parties and in the manner provided for in California Government Code Sections 65867, 65867.5, and 65868. The provisions of this Section do not impact the rights or remedies of the Parties (including without limitation, the right to terminate this Development Agreement) in the case of a Developer Default or City Default, as addressed in Section 14 below.

**14. EVENTS OF DEFAULT; REMEDIES.**

A. Default By Developer; City’s Remedies. Developer is in default under this Development Agreement (a “Developer Default”) if City makes a finding and determination that upon the basis of substantial evidence (as provided to Developer) the Developer has not complied in good faith with one or more of the material terms or conditions of this Development Agreement for ninety (90) days after receipt of written notice thereof, or such longer cure period as agreed to by City. In the case of a Developer Default, City shall conduct a hearing utilizing the periodic review procedures of Section 12 before City may terminate this Development Agreement. In such case,

Developer acknowledges that City shall have such termination right because the remedies provided by law, including, but not limited to, damages, are deemed by City to be inadequate to fully remedy a Developer Default and due to the extreme difficulty of assessing with certainty damages for such Developer Default. The above notwithstanding, if City elects to terminate this Development Agreement, the Developer may challenge such termination by instituting legal proceedings, in which event the court shall exercise its review, based on substantial evidence, as to the existence of cause for termination.

B. Default By City; Developer's Remedies. City is in default under this Development Agreement (a "City Default") if Developer makes a finding and determination that upon the basis of substantial evidence (as provided to City), City has not complied in good faith with one or more of the material terms or conditions of this Development Agreement for ninety (90) days after receipt of written notice thereof, or such longer cure period as agreed to by Developer. In the case of a City Default, Developer may pursue any legal or equitable remedies available to it under this Development Agreement or otherwise.

C. Waiver and Nature of Remedies. No default under this Development Agreement can be waived unless in writing. Waiver of any one default shall not be deemed to be a waiver of any other default of the same or any other provision hereof. Failure or delay in giving written notice of default shall not waive a party's right to give future notice of the same or any other default. Remedies under this Development Agreement shall be deemed cumulative and not exclusive.

D. Limitation of Liability. Notwithstanding anything in this Development Agreement to the contrary, neither party, under any circumstances, shall be liable to the other party for any punitive or exemplary damages arising out of this Development Agreement. This Section 14(D) shall survive termination of the Development Agreement.

**15. UNIFORM CODES.** This Development Agreement does not prevent the City from adopting and amending in compliance with State law certain Uniform Codes which are based on recommendations of a multi-state professional organization and which become applicable throughout the City -- including that portion of the Property subject to this Development Agreement. Such Uniform Codes include, but are not limited to, the *Uniform Building Code*, *Uniform Mechanical Code*, *National Electrical Code*, and *Uniform Fire Code*.

**16. PREVAILING WAGE COMPLIANCE.** Developer shall comply with all state and federal labor laws, including without limitation, those requiring the payment of prevailing wage. All fee credits and the Reimbursement Amount are intended to compensate Developer for no more than the cost associated with the construction and installation of Infrastructure Improvements required as a condition of regulatory approval. In accordance with California Labor Code Section 1720(c)(2), such compliance shall require Developer to pay prevailing wages in connection with the construction of and installation of all Infrastructure Improvements for which Developer is receiving a portion of the Reimbursement Amount or fee or fee credits, but not in connection with the construction of any other portion of the Project.

**17. LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT.** In regard to Avenue 17 and Sharon Boulevard median landscaping comprising part of the Infrastructure Improvements, City and Developer agree to reasonably cooperate in either (i) the creation of a landscape and lighting maintenance district ("LMD"); or (ii) annexing the relevant landscaping site into existing Zone 51 LMD, pursuant to California Streets and Highways Code Section 22500, et seq., for purposes of the payment of operation, maintenance and other covered costs associated with the such landscaping and lighting improvements. In the event City desires to create a new LMD, Developer agrees to reasonably cooperate in the proceedings for such creation by not opposing the formation of the LMD and, as applicable, casting a vote in favor of the LMD's creation; provided that the initial amount of the maximum assessment shall be in accordance with the Engineer's Report prepared for the LMD, and annual adjustments to the special tax shall not exceed the rate of inflation.

**18. PUBLIC HEALTH AND SAFETY CONCERNS; APPLICATION OF FUTURE REGULATIONS.**

A. This Development Agreement does not prevent the City from adopting Future General Regulations and applying such Future General Regulations to the Project and the Project Site, provided that City's City Council adopts findings that a failure to apply such Future General Regulations would create a fire, life, or safety hazard. These findings shall be based upon substantial evidence in the record from a hearing conducted by City's City Council as to which the Developer was provided at least ten (10) days advance written notice.

B. Notwithstanding Section 18(A) above, the City shall not apply to the Project or the Project Site any Future General Regulations which prevent, preclude, or unreasonably delay or alter or in any way affect the implementation of all or any portion of the Development Plan, unless City's City Council, in accordance with subsection (A) above, also makes a finding that such Future General Regulations are reasonably necessary to correct or avoid such injurious or detrimental condition. Any Future General Regulations applied to the Project or the Project Site pursuant to this subsection shall only apply for the duration necessary to correct and avoid such injurious or detrimental condition.

**19. ASSIGNMENT, TRANSFER OR SALE.**

A. Right to Assign. Developer shall have the right to sell, transfer or assign the Project Site in whole or in part (provided that no such partial transfer shall violate the Subdivision Map Act, Government Code Section 66410, *et seq.*) to any person, partnership, joint venture, firm, corporation or other entity at any time during the term of this Development Agreement; provided, however, that any such sale, transfer, or assignment shall include the assignment and assumption of the rights (including the right to receive all or any portion of the Reimbursement Amount), duties, and obligations arising under or from this Development Agreement to the extent reasonably applicable to the transferred portion of the Project Site and be made in strict compliance with the following conditions precedent:

- (1) No sale, transfer, or assignment of any right or interest under this Development Agreement shall be made unless made together with the sale, transfer, or assignment of all or a part of the Project Site. Developer agrees to provide specific notice of this Development Agreement, including the record or document number, where a true and correct copy of this Development Agreement may be obtained from the County Clerk/County Recorder of the County of Madera, in any grant deed or other document purporting to transfer the title or an interest in the Project Site during the term of this Development Agreement or any extension thereof.
- (2) Concurrent with any such sale, transfer, or assignment, or within fifteen (15) business days thereafter, Developer shall notify City, in writing, of such sale, transfer, or assignment and shall provide City with an executed Assignment and Assumption Agreement, substantially in the form specified in Exhibit J, by the purchaser, transferee, or assignee, providing therein that the purchaser, transferee, or assignee expressly and unconditionally assumes all the duties and obligations of the Owner/Developer under this Development Agreement to the extent allocable to the portion of the Project Site transferred, other than duties that are expressly reserved and retained by the transferor in such agreement, where the transferor still owns a portion of the Project Site. Any sale, transfer, or assignment not made in strict compliance with the foregoing conditions shall constitute a default by Developer under this Development Agreement. Notwithstanding the failure of any purchaser, transferee, or assignee to execute the agreement required under this section, the burdens of this Development Agreement shall be binding upon such purchaser, transferee, or assignee, to the extent allocable to the portion of the Project Site transferred, but the benefits of this Development



Agreement shall not inure to such purchaser, transferee, or assignee until and unless such assumption agreement is executed.

- (3) **Reorganization Not an Assignment.** Notwithstanding anything to the contrary set forth above, the following shall not be deemed an assignment under this Development Agreement: (i) any sale, pledge, assignment or other transfer of all or a portion of the Project Site to an entity directly controlled by Developer or its affiliates and (ii) any change in Developer entity form, such as a transfer from a corporation to a limited liability company or partnership, that does not affect or change beneficial ownership of the Project Site; provided, however, in such event, Developer shall provide to City written notice, together with such backup materials or information reasonably requested by City, within thirty (30) days following the date of such reorganization or City's request for backup information, as applicable.

B. **Release of Transferring Owner.** Notwithstanding any sale, transfer, or assignment, Developer or any successor Owner thereof shall continue to be obligated under this Development Agreement unless Developer or such subsequent Owner is given a release in writing, signed by City, which release shall be provided by City upon the full satisfaction by Developer or such subsequent Owner of all of the following conditions:

- (1) Developer or Owner no longer has a legal interest in all or any part of the Project site except as a beneficiary under a deed of trust; or if such requested release relates only to a portion of the Project site, Developer or Owner no longer has a legal interest in such portion of the Project site except as a beneficiary under a deed of trust.
- (2) Developer or Owner is not then in default under this Development Agreement beyond the applicable cure period.
- (3) Developer or Owner or purchaser has provided City with the notice and executed assumption agreement required under Section 19(A)(2) above.
- (4) Developer or Owner has reimbursed City for any and all reasonable City costs associated with Developer or Owner's transfer of all or a portion of the Project Site.

**20. NOTICE.** Unless expressly provided otherwise in this Development Agreement, any notices, reports, communications, and payments hereunder must be in writing and given by personal delivery or sent by (i) registered or certified mail return receipt requested, postage prepaid, (ii) nationally recognized overnight courier service, or (iii) facsimile transmission, addressed as follows (unless written notice of change thereof is provided):

**To City:**

City Clerk  
City of Madera City Hall  
205 West Fourth Street  
Madera, California 93637  
Facsimile: (559) 674-2972

**With copy to (at same address):**

City Attorney  
Facsimile: (559) 673-1304

**To Developer:**

Love's Travel Stops & Country Stores, Inc.  
10601 N. Pennsylvania Ave.  
Oklahoma City, OK 73120  
Attention: Kym VanDyke, Project Manager  
Facsimile: (405) 463.3581

**With copy to (at same address):**

General Counsel and Director of Legal Services  
Facsimile: (405) 463.3576

**To Landowner:**

Lisa M. Guzman  
7173 North Blackstone Street  
Fresno, CA 93650

Notice shall be deemed received on the earlier of (a) actual receipt, (b) 3 business days after deposit in the U.S. Mail, (c) the first business day after deposit with an overnight courier, or (d) if by facsimile transmittal, upon receipt of proof of transmission. Any notice or communication not received because of a change of address or facsimile number, without notice to the other party thereof, or refusal to accept delivery, will be deemed received, notwithstanding the same, as set forth above.

**21. MORTGAGEE PROTECTION.** The Parties hereto agree that this Development Agreement shall not prevent or limit Developer, in any manner, at Developer's sole discretion, from encumbering the Project Site or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Project Site, except as limited by the provisions of this section. City acknowledges that the lenders providing such financing may require certain Development Agreement interpretations and modifications and agrees upon request, from time to time, to meet with Developer and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. City will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Development Agreement. Any mortgagee of the Project Site shall be entitled to the following rights and privileges:

A. Neither entering into this Development Agreement nor a breach of this Development Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Project Site made in good faith and for value, unless otherwise required by law.

B. The mortgagee of any mortgage or deed of trust encumbering the Project Site, or any part thereof, which mortgagee has submitted a request in writing to City in the manner specified herein for giving notices, shall be entitled to receive written notification from City of any default by Developer in the performance of Developer's obligations under this Development Agreement.

C. If City receives a timely request from a mortgagee requesting a copy of any notice of default given to Developer under the terms of this Development Agreement, City shall provide a copy of that notice to the mortgagee within ten (10) days of sending the notice of default to Developer. The mortgagee shall have the right, but not the obligation, to cure the default during the remaining cure period allowed to Developer under this Development Agreement.

D. Any mortgagee who comes into possession of the Project Site, or any part thereof, by any means, whether pursuant to foreclosure of the mortgage deed of trust, or deed in lieu of such foreclosure or otherwise, shall take the Project Site, or part thereof, subject to the terms of this Development Agreement. Notwithstanding any other provision of this Development Agreement to the contrary, no mortgagee shall have an obligation or duty under this Development Agreement to perform any of Developer's obligations or other affirmative covenants of Developer hereunder, or to guarantee such performance; provided, however, that to the extent that any covenant to be performed by Developer is a condition precedent to the performance of a covenant by City, the performance thereof shall continue to be a condition precedent to City's performance hereunder, and further provided that any sale, transfer or assignment by any mortgagee in possession shall be subject to the provisions of Section 19 of this Agreement.

## 22. MISCELLANEOUS.

A. Entire Agreement; Binding Effect. This Development Agreement contains the entire agreement and understanding of Developer and City in regard to the Project and supersedes all negotiations and proposed agreements, whether oral or written, between Developer and City in regard to the subject matter hereof. Each party acknowledges that it has read this Development Agreement and has signed it freely and voluntarily without reliance on any representations or promises made by the other, or the other party's attorneys or representatives, except as expressly set forth in this Development Agreement. This Development Agreement is and shall be binding upon and shall inure to the benefit of the affiliates, subsidiaries, successors, assigns, agents, officers, current employees and administrators of each of Developer and City.

B. Interpretation. Developer and City expressly intend that this Development Agreement shall not be construed against either party, as this Development Agreement was negotiated at arms' length between City and Developer, both of whom were represented by legal counsel, and all of whom contributed to the drafting of this Development Agreement. Any reference within this Development Agreement to a Section shall be construed to reference all Subsections of that referenced Section.

C. Enforcement. Developer and City agree that the Superior Court in Madera County shall have jurisdiction over the implementation and enforcement of this Development Agreement, and shall have the power and authority to make such further or supplemental orders, directions, and other relief as may be necessary or appropriate for the interpretation, enforcement, or carrying out of this Development Agreement.

D. Governing Law. Except as expressly provided in this Development Agreement, all questions with respect to this Development Agreement, and the rights and liabilities of the Developer and City, shall be governed by the laws of the State of California.

E. Further Actions. Each party shall cooperate with and provide reasonable assistance to the other to the extent necessary to implement this Development Agreement. Upon the request of either party at any time, the other party shall promptly execute, with acknowledgement or affidavit if reasonably required, and file of record such required instruments and writings and take any actions as may be reasonably necessary, to implement this Development Agreement or to evidence or consummate the transactions contemplated by this Development Agreement.

F. Counterpart Execution. This Development Agreement may be executed in counterparts. When each party has signed and delivered its respective counterpart to the other party, each counterpart shall be deemed an original, and when taken together will constitute one and the same Development Agreement, which will be binding and effective as to Developer and City.

G. Attorneys' Fees. To the extent permitted by law, if either party commences legal action against the other to enforce its rights hereunder, the prevailing party in such action shall be entitled to recover from the other, in addition to any other relief granted, its reasonable attorney's fees, costs and expenses incidental thereto.

H. Estoppel Certificate. Either party may, at any time, and from time to time, deliver written notice to the other party requesting such party to certify in writing that, to the knowledge of the certifying party (and to the extent true), (i) this Development Agreement is in full force and effect and a binding obligation of the Parties, (ii) this Development Agreement has not been amended or modified either orally or in writing, or if so amended, identifying the amendments, and (iii) the requesting party is not in default in the performance of its obligations under this Development Agreement, or if in default, to describe therein the nature of such default. The party receiving a request hereunder shall execute and return such certificate within thirty (30) days following the receipt

thereof. City acknowledges that a certificate hereunder may be relied upon by transferees and mortgagees of Developer.

I. Enforced Delay, Extension of Times of Performance. In addition to specific provisions of this Development Agreement, all deadlines under this Agreement, including but not limited the deadline for Developer to submit a Substantially Complete Building Permit Application under Section 6(A) shall be extended; and the performance by any Party of its obligations under this Agreement shall not be deemed to be in Default, and the time for performance of such obligation shall be extended where delays or default are due to war, insurrection, strikes, walkouts, riots, floods, drought, earthquakes, fires, casualties, acts of God, acts of terrorism, governmental restrictions or permitting delays imposed or mandated by governmental entities including the City (in the case of another Party relying on the Force Majeure Event), delays in securing or obtaining necessary easements or rights of way, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulation, seasonal species or habitat surveying or remediation requirements, litigation, or similar bases for excused performance beyond the reasonable control of the party relying thereupon to excuse performance hereunder (each a "Force Majeure Event"). If written notice of such delay is given to City within thirty (30) days of the commencement of such delay, an extension of time for such cause shall be granted by the City Manager in writing for the period of the enforced delay, or longer as may be mutually agreed upon. In any event, the party relying on any such Force Majeure Event to excuse performance hereunder shall act in good faith, and with due diligence, to recommence performance at the earliest possible date.

J. Indemnity. Developer agrees to and shall defend, indemnify and hold harmless the City, its City Council, boards and commissions, officers, agents, employees, volunteers and other representatives (collectively referred to as "City Indemnified Parties") from and against any and all loss, liability, damages, cost, expense, claims, demands, suits, attorney's fees and judgments (collectively referred to as "Damages"), including but not limited to claims for damage for personal injury (including death) and claims for property damage arising directly or indirectly from the following: (1) for any act or omission of Developer or those of its officers, board members, agents, employees, volunteers, contractors, subcontractors or other persons acting on its behalf (collectively referred to as the "Developer Parties") which occurs during the Term and relates to this Agreement; (2) for any act or omission related to the operations of Developer Parties, including but not limited to the maintenance and operation of areas on the Project Site accessible to the public. Developer's obligation to defend, indemnify and hold harmless applies to all actions and omissions of Developer Parties as described above caused or alleged to have been caused in connection with the Project or Agreement, except to the extent any Damages are caused by the active negligence or willful misconduct of any City Indemnified Parties. This Section 22(J) applies to all Damages suffered or alleged to have been suffered by the City Indemnified Parties regardless of whether or not the City prepared, supplied or approved plans or specifications or both for the Project. During the term of the Agreement, Developer shall maintain insurance in a form and amount acceptable to the City Attorney, with a maximum per-occurrence combined single limit of one million dollars (\$1,000,000), to assure Developer's ability to satisfy the indemnification requirements of this Section 22(J). Developer may satisfy the insurance requirements of this Section through self-coverage or through existing insurance coverage maintained by Developer.

K. City's Right to Defense. The City shall have the right to approve legal counsel retained by Developer to defend any claim, action or proceeding which Developer is obligated to defend pursuant to Section 22(J), which approval shall not be unreasonably withheld, conditioned or delayed. If any conflict of interest results during the mutual representation of the City and Developer in defense of any such action, or if the City is reasonably dissatisfied with legal counsel retained by Developer, the City shall have the right (a) at Developer's costs and expense, to have the City Attorney undertake and continue the City's defense, or (b) with Developer's approval, which shall not be reasonably withheld or delayed, to select separate outside legal counsel to undertake and continue the City's defense.

[EXECUTION PAGE(S) TO FOLLOW]

IN WITNESS WHEREOF, City and Developer have agreed to and executed this Development Agreement having an Effective Date of \_\_\_\_\_, 20\_\_ (to be the date of recording, following full execution, with Madera County Clerk/County Recorder).

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

ATTEST:  
\_\_\_\_\_, CITY CLERK

By: \_\_\_\_\_  
City Clerk  
(Seal)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

DATE: \_\_\_\_\_

RECOMMENDED FINAL - CITY COUNCIL INTRODUCTION

DEVELOPER:

LOVE'S TRAVEL STOPS & COUNTRY STORES, INC.

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed Name)

Its: \_\_\_\_\_  
(Title)

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 \_\_\_\_\_ before me, \_\_\_\_\_  
*Date* *Here Insert Name and Title of Officer*  
personally appeared \_\_\_\_\_  
*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 \_\_\_\_\_ (Seal)

RECOMMENDED FINAL - CITY COUNCIL INTRODUCTION

LANDOWNER:

LISA M. GUZMAN, TRUSTEE OF THE BYPASS TRUST UNDER THE GUZMAN LIVING TRUST DATED MAY 13, 2013

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 \_\_\_\_\_ before me, \_\_\_\_\_  
*Date Here Insert Name and Title of Officer*

personally appeared \_\_\_\_\_  
*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 \_\_\_\_\_ (Seal)

RECOMMENDED FINAL - CITY COUNCIL INTRODUCTION



LANDOWNER:

LISA M. GUZMAN, TRUSTEE OF THE SURVIVOR'S TRUST UNDER THE GUZMAN LIVING TRUST DATED MAY 13, 2013

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 \_\_\_\_\_ before me, \_\_\_\_\_  
*Date Here Insert Name and Title of Officer*  
personally appeared \_\_\_\_\_  
*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 \_\_\_\_\_ (Seal)

RECOMMENDED FINAL - CITY COUNCIL INTRODUCTION

**EXHIBIT "A"**  
Legal Description

**For APN/Parcel ID(s): 013-240-003**

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Beginning at the Northeast corner of Section 10, Township 11 South, Range 17 East, Mount Diablo Base and Meridian, County of Madera, State of California; thence along the East line of Section 10, South 0° 10' East 1,331.25 feet to the Southeast corner of the North half of the Northeast quarter of Section 10; thence along the North line of a 51.272 acre tract of land conveyed by Henry Miller to Charles Schmidt, on December 5, 1893, South 89° 55' West 1,029.12 feet along the South line of said North half of the Northeast quarter to a point on the Easterly right of way line of the Southern Pacific Railroad; thence along said Easterly right of way line North 44° 15' West 1,858.76 feet to a point on the North line of Section 10; thence leaving railroad, North 89° 58' East 2,332.30 feet to the point of beginning.

EXCEPTING THEREFROM a road easement over and upon a strip of land 30 feet in width along the North line of and within above described tract of land for use as a right of way easement for a public road, as previously reserved of record.

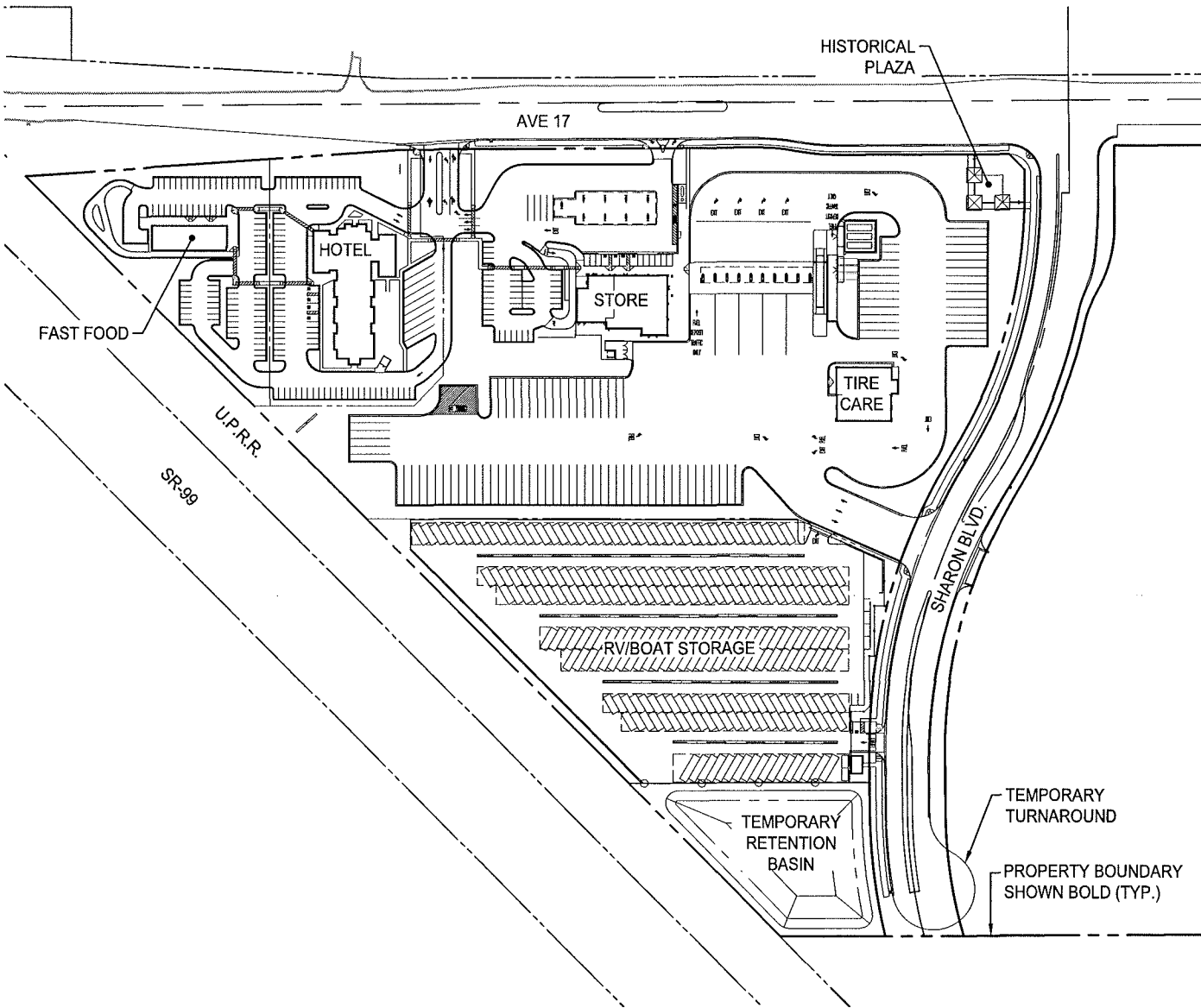
ALSO EXCEPTING THEREFROM that portion granted to the State of California, in Deed executed by Felisberto da Silva, et al, and recorded February 24, 1971 in Book 1081 Page 532, as Document No. 2225 of Official Records.

AND ALSO EXCEPTING THEREFROM that portion granted to the County of Madera, in Deed executed by Jim Vincenzo Gagliardi, et al, and recorded October 24, 2003 as Document No. 03045789 of Official Records.



LANE ENGINEERS, INC.  
CIVIL • STRUCTURAL • SURVEYING  
979 N. Blackstone Street  
Tulare, California 93274  
559.688.5263  
www.laneengineers.com

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Lane Project No. 14271



**EXHIBIT 'B'**  
**DEPICTION OF PROJECT SITE**



## Development Exactions - Development Impact Fees and Credit Amounts

<u>DESCRIPTION</u>	<u>Base Calculation</u>			<u>Projected Credit Amount</u>		
	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>COST</u>	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>COST</u>
A. TRAVEL STOP						
Administrative Impact Fee	20,054 SF	\$0.024	\$481	0 SF	\$0.024	\$0
Fire Department Impact Fee	20,054 SF	\$0.036	\$722	0 SF	\$0.036	\$0
General Government Impact Fee	20,054 SF	\$0.012	\$241	0 SF	\$0.012	\$0
Police Department Impact Fee	20,054 SF	\$0.072	\$1,444	0 SF	\$0.072	\$0
Public Works Impact Fee	20,054 SF	\$0.133	\$2,667	0 SF	\$0.133	\$0
Sewer Additional Impact Fee	20,054 SF	\$0.169	\$3,389	20,054 SF	\$0.169	\$3,389
Storm Drain Impact Fee	20,054 SF	\$1.210	\$24,265	20,054 SF	\$1.210	\$24,265
Sewer Exist. Obl. Impact Fee	20,054 SF	\$0.036	\$722	20,054 SF	\$0.036	\$722
Streets (16 ft Arterial Median)	20,054 SF	\$0.142	\$2,848	20,054 SF	\$0.142	\$2,848
Streets (24 ft Collector Lane)	20,054 SF	\$0.251	\$5,034	20,054 SF	\$0.251	\$5,034
Streets (12 ft Arterial Lane)	20,054 SF	\$0.251	\$5,034	20,054 SF	\$0.251	\$5,034
Transportation Impact Fee	20,054 SF	\$0.254	\$5,094	20,054 SF	\$0.254	\$5,094
Traffic Signal Impact Fee	20,054 SF	\$0.087	\$1,745	20,054 SF	\$0.087	\$1,745
Water Impact Fee (Pipes)	20,054 SF	\$0.072	\$1,444	20,054 SF	\$0.072	\$1,444
Wastewater Treatment Plant Impact Fee	20,054 SF	\$0.763	\$15,301	20,054 SF	\$0.763	\$15,301
Water Impact Fee (Wells)	20,054 SF	\$0.133	\$2,667	20,054 SF	\$0.133	\$2,667
<b>SUB-TOTAL TRAVEL STOP</b>			<b>\$73,097</b>			<b>\$67,542</b>

## Development Exactions - Development Impact Fees and Credit Amounts

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**B. HOTEL**

Administrative Impact Fee	57,792 SF	\$0.024	\$1,387	0 SF	\$0.024	\$0
Fire Department Impact Fee	57,792 SF	\$0.036	\$2,081	0 SF	\$0.036	\$0
General Government Impact Fee	57,792 SF	\$0.012	\$694	0 SF	\$0.012	\$0
Police Department Impact Fee	57,792 SF	\$0.072	\$4,161	0 SF	\$0.072	\$0
Public Works Impact Fee	57,792 SF	\$0.133	\$7,686	0 SF	\$0.133	\$0
Sewer Additional Impact Fee	57,792 SF	\$0.169	\$9,767	57,792 SF	\$0.169	\$9,767
Storm Drain Impact Fee	57,792 SF	\$1.210	\$69,928	57,792 SF	\$1.210	\$69,928
Sewer Exist. Obl. Impact Fee	57,792 SF	\$0.036	\$2,081	57,792 SF	\$0.036	\$2,081
Streets (16 ft Arterial Median)	57,792 SF	\$0.142	\$8,206	57,792 SF	\$0.142	\$8,206
Streets (24 ft Collector Lane)	57,792 SF	\$0.251	\$14,506	57,792 SF	\$0.251	\$14,506
Streets (12 ft Arterial Lane)	57,792 SF	\$0.251	\$14,506	57,792 SF	\$0.251	\$14,506
Transportation Impact Fee	57,792 SF	\$0.254	\$14,679	57,792 SF	\$0.254	\$14,679
Traffic Signal Impact Fee	57,792 SF	\$0.087	\$5,028	57,792 SF	\$0.087	\$5,028
Water Impact Fee (Pipes)	57,792 SF	\$0.072	\$4,161	57,792 SF	\$0.072	\$4,161
Wastewater Treatment Plant Impact Fee	57,792 SF	\$0.763	\$44,095	57,792 SF	\$0.763	\$44,095
Water Impact Fee (Wells)	57,792 SF	\$0.133	\$7,686	57,792 SF	\$0.133	\$7,686
<b>SUB-TOTAL HOTEL</b>			<b>\$210,652</b>			<b>\$194,643</b>

## Development Exactions - Development Impact Fees and Credit Amounts

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**C. RESTAURANT PAD**

Administrative Impact Fee	4,400 SF	\$0.024	\$106	0 SF	\$0.024	\$0
Fire Department Impact Fee	4,400 SF	\$0.036	\$158	0 SF	\$0.036	\$0
General Government Impact Fee	4,400 SF	\$0.012	\$53	0 SF	\$0.012	\$0
Police Department Impact Fee	4,400 SF	\$0.072	\$317	0 SF	\$0.072	\$0
Public Works Impact Fee	4,400 SF	\$0.133	\$585	0 SF	\$0.133	\$0
Sewer Additional Impact Fee	4,400 SF	\$0.169	\$744	4,400 SF	\$0.169	\$744
Storm Drain Impact Fee	4,400 SF	\$1.210	\$5,324	4,400 SF	\$1.210	\$5,324
Sewer Exist. Obl. Impact Fee	4,400 SF	\$0.036	\$158	4,400 SF	\$0.036	\$158
Streets (16 ft Arterial Median)	4,400 SF	\$0.142	\$625	4,400 SF	\$0.142	\$625
Streets (24 ft Collector Lane)	4,400 SF	\$0.251	\$1,104	4,400 SF	\$0.251	\$1,104
Streets (12 ft Arterial Lane)	4,400 SF	\$0.251	\$1,104	4,400 SF	\$0.251	\$1,104
Transportation Impact Fee	4,400 SF	\$0.254	\$1,118	4,400 SF	\$0.254	\$1,118
Traffic Signal Impact Fee	4,400 SF	\$0.087	\$383	4,400 SF	\$0.087	\$383
Water Impact Fee (Pipes)	4,400 SF	\$0.072	\$317	4,400 SF	\$0.072	\$317
Wastewater Treatment Plant Impact Fee	4,400 SF	\$0.763	\$3,357	4,400 SF	\$0.763	\$3,357
Water Impact Fee (Wells)	4,400 SF	\$0.133	\$585	4,400 SF	\$0.133	\$585
<b>SUB-TOTAL RESTAURANT PAD</b>			<b>\$16,038</b>			<b>\$14,819</b>

## Development Exactions - Development Impact Fees and Credit Amounts

### D. RV/BOAT STORAGE

Administrative Impact Fee	600 SF	\$0.024	\$14	0 SF	\$0.024	\$0
Fire Department Impact Fee	600 SF	\$0.036	\$22	0 SF	\$0.036	\$0
General Government Impact Fee	600 SF	\$0.012	\$7	0 SF	\$0.012	\$0
Police Department Impact Fee	600 SF	\$0.072	\$43	0 SF	\$0.072	\$0
Public Works Impact Fee	600 SF	\$0.133	\$80	0 SF	\$0.133	\$0
Sewer Additional Impact Fee	600 SF	\$0.169	\$101	600 SF	\$0.169	\$101
Storm Drain Impact Fee	600 SF	\$1.210	\$726	600 SF	\$1.210	\$726
Sewer Exist Obl. Impact Fee	600 SF	\$0.036	\$22	600 SF	\$0.036	\$22
Streets (16 ft Arterial Median)	600 SF	\$0.142	\$85	600 SF	\$0.142	\$85
Streets (24 ft Collector Lane)	600 SF	\$0.251	\$151	600 SF	\$0.251	\$151
Streets (12 ft Arterial Lane)	600 SF	\$0.251	\$151	600 SF	\$0.251	\$151
Transportation Impact Fee	600 SF	\$0.254	\$152	600 SF	\$0.254	\$152
Traffic Signal Impact Fee	600 SF	\$0.087	\$52	600 SF	\$0.087	\$52
Water Impact Fee (Pipes)	600 SF	\$0.072	\$43	600 SF	\$0.072	\$43
Wastewater Treatment Plant Impact Fee	600 SF	\$0.763	\$458	600 SF	\$0.763	\$458
Water Impact Fee (Wells)	600 SF	\$0.133	\$80	600 SF	\$0.133	\$80
<b>SUB-TOTAL RV/BOAT STORAGE</b>			<b>\$2,187</b>			<b>\$2,021</b>

**Project Totals**

**\$301,974**

**\$279,025**

## Development Exactions - Traffic and Transportation Mitigation Fees

<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>AIR SHARE %</u>	<u>COST</u>
<b>I. INTERSECTIONS</b>				
<b>A. Avenue 17 at SR 99 SB Off Ramp (Install New Traffic Signal)</b>				
Traffic Signal	1 EA	\$400,000.00	13.1%	\$52,400
				\$52,400
<b>B. Avenue 17 at SR 99 NB Ramps (Widen N/B Approach to 2 LT and 3 RT, &amp; Install New Traffic Signal)</b>				
Sawcut Existing Pavement	1700 LF	\$2.00	19.5%	\$663
Remove Existing Pavement	3400 SF	\$2.00	19.5%	\$1,326
General Earthwork and Import	17000 CY	\$15.00	19.5%	\$49,725
Hot Mix Asphalt	1750 TN	\$92.00	19.5%	\$31,395
Aggregate Base	3800 TN	\$32.00	19.5%	\$23,712
Traffic Signal	1 EA	\$400,000.00	19.5%	\$78,000
Traffic Signal Coordination	1 LS	\$10,000.00	19.5%	\$1,950
				\$186,771
<b>C. Avenue 17 at Walden Drive (Install New Traffic Signal)</b>				
Traffic Signal	1 EA	\$350,000.00	2.4%	\$8,225
				\$8,225
<b>E. Sharon Boulevard at Driveway #3 (Install New Traffic Signal)</b>				
Traffic Signal	1 EA	\$350,000.00	60.7%	\$212,450
				\$212,450
<b>F. Avenue 17 at Yeager Drive (Install Traffic Signal)</b>				
Traffic Signal	1 EA	\$350,000.00	2.2%	\$7,700
				\$7,700
<b>II. ROADWAY SEGMENTS</b>				
<b>A. Ave 17 Westbound Expansion (Add 1 Travel Lane Between Sharon and Walden)</b>				
Sawcut Pavement	600 LF	\$2.00	2.3%	\$28
Pavement Removal	1200 SF	\$2.00	2.3%	\$55
General Earthwork and Roadway Excavation	150 CY	\$5.00	2.3%	\$17
Hot Mix Asphalt	350 TN	\$92.00	2.3%	\$741
Class 2 Aggregate Base	1000 TN	\$32.00	2.3%	\$736
				\$1,577



## Development Exactions - Traffic and Transportation Mitgation Fees

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### III. SR 99 FREEWAY AND RAMPS

#### A. SR 99 SB Loop On-Ramp (Widen Ramp to Add 1 Lane)

Sawcut Pavement	850 LF	\$1.50	18.1%	\$230
Pavement Removal	1700 SF	\$2.00	18.1%	\$614
General Earthwork and Import	2000 CY	\$15.00	18.1%	\$5,415
Hot Mix Asphalt	600 TN	\$92.00	18.1%	\$9,964
Class 2 Aggregate Base	1250 TN	\$32.00	18.1%	\$7,220
				\$23,442

#### B. SR 99 NB Off-Ramp (Widen Ramp to add 1 exit lane, & Auxiliary Lane)

Sawcut Pavement	1300 LF	\$2.00	13.3%	\$345
Pavement Removal	2600 SF	\$2.00	13.3%	\$689
General Earthwork and Roadway Excavation	1700 CY	\$5.00	13.3%	\$1,126
Hot Mix Asphalt	1050 TN	\$92.00	13.3%	\$12,800
Class 2 Aggregate Base	2500 TN	\$32.00	13.3%	\$10,600
				\$25,559

#### C. SR 99 NB On-Ramp (Widen Ramp to Add 1 Lane)

Sawcut Pavement	1500 LF	\$2.00	41.8%	\$1,254
Pavement Removal	3000 SF	\$2.00	41.8%	\$2,508
General Earthwork and Import	10000 CY	\$15.00	41.8%	\$62,700
Hot Mix Asphalt	1000 TN	\$92.00	41.8%	\$38,456
Class 2 Aggregate Base	2200 TN	\$32.00	41.8%	\$29,427
				\$134,345

#### D. SR 99 SB Off-Ramp (Widen Ramp to Add 1 Lane)

Sawcut Pavement	850 LF	\$2.00	54.4%	\$925
Pavement Removal	1700 SF	\$2.00	54.4%	\$1,850
General Earthwork and Roadway Excavation	1400 CY	\$5.00	54.4%	\$3,808
Hot Mix Asphalt	850 TN	\$92.00	54.4%	\$42,541
Class 2 Aggregate Base	1850 TN	\$32.00	54.4%	\$32,205
				\$81,328

**Development Exactions - Traffic and Transportation Mitigation Fees**

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INTERCHANGE RELATED SUBTOTAL \$503,846

CITY STREETS/ROADS SUBTOTAL \$229,952

**GRAND TOTAL** 

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\$733,798NOTES:

1. The improvements described herein are based on the Final EIR and associated traffic study, certified by the City of Madera Planning Commission on 8/16/2016.
2. Improvements highlighted in orange, are improvement required within Caltrans R/W.
3. Traffic Signal, Hot Mix Asphalt, and Class 2 Aggregate Base Costs are based on the Avenue 17/SR-99 Project Study Report (PSR).
4. This estimate excludes costs related to mobilization, bonding, traffic control and other off-site related costs not specifically mentioned in this cost estimate.
5. This estimate is intended to provide an order-of-magnitude cost only. It is not based on a set of construction drawings.
6. Costs are based on prevailing wages.
7. Agency fees are included in this estimate to the extent they are listed.
8. Fees or costs associated with work related to dry utilities are not included in this estimate.

## General Description of Infrastructure Improvements, Costs, and Reimbursable Amounts

IMPROVEMENT DESCRIPTION	TOTAL INFRASTRUCTURE IMPROVEMENT COST				REIMBURSABLE AMOUNT				
	QUANTITY	UNIT	UNIT COST	COST	QUANTITY	UNIT	UNIT COST	COST	
<b>I. AVENUE 17 ROADWORK</b>									
A.1 Avenue 17 Road Excavation [P]1	6,000	CY	\$10.00	\$60,000	6,000	CY	\$10.00	\$60,000	
A.2 Avenue 17 Road Excavation [AO]1	2,000	CY	\$10.00	\$20,000	-	CY	\$10.00	\$0	
A.7 Avenue 17 Pavement Removal	25,909	SF	\$2.00	\$51,818	25,909	SF	\$2.00	\$51,818	
A.9 West Avenue 17 Pavement (7.0" A.C. / 8.5" A.B.) [P]1	16,379	SF	\$5.75	\$94,179	16,379	SF	\$5.75	\$94,179	
A.10 West Avenue 17 Pavement (7.0" A.C. / 8.5" A.B.) [AO]1	6,728	SF	\$5.75	\$38,686	-	SF	\$5.75	\$0	
A.11 East Avenue 17 Pavement (7.0" A.C. / 23" A.B.) [P]1	43,031	SF	\$8.00	\$344,248	43,031	SF	\$8.00	\$344,248	
A.12 East Avenue 17 Pavement (7.0" A.C. / 23" A.B.) [AO]1	18,332	SF	\$8.00	\$146,656	-	SF	\$8.00	\$0	
A.19 Sawcut Pavement (Avenue 17)	2,585	LF	\$2.00	\$5,170	2,585	LF	\$2.00	\$5,170	
E.1 Traffic Control	1	LS	\$40,000.00	\$40,000	1	LS	\$40,000.00	\$33,200	
Subtotal Direct Costs Avenue 17 Roadwork - Minus Curb & Gutter				\$800,757				\$588,615	
<i>Subtotal Ave 17 Soft and Indirect Costs [Note 3]</i>				\$273,432				\$201,049	
<b>Total Avenue 17 Costs</b>				<b>\$1,074,189</b>				<b>\$789,664</b>	
<b>II. SHARON BOULEVARD ROADWORK</b>									
A.3 Sharon Boulevard Road Excavation [P]1	7,500	CY	\$10.00	\$75,000	7,500	CY	\$10.00	\$75,000	
A.4 Sharon Boulevard Road Excavation [AO]1	2,500	CY	\$10.00	\$25,000	-	CY	\$10.00	\$0	
A.13 North Sharon Boulevard Pavement (6.5" A.C. / 19.5" A.B.) [P]1	37,654	SF	\$7.00	\$263,578	37,654	SF	\$7.00	\$263,578	
A.14 North Sharon Boulevard Pavement (6.5" A.C. / 19.5" A.B.) [AO]1	20,202	SF	\$7.00	\$141,414	-	SF	\$7.00	\$0	
A.15 South Sharon Boulevard Pavement (6.5" A.C. / 14.0" A.B.) [P]1	15,743	SF	\$6.25	\$98,394	15,743	SF	\$6.25	\$98,394	
A.16 South Sharon Boulevard Pavement (6.5" A.C. / 14.0" A.B.) [AO]1	13,897	SF	\$6.25	\$86,856	-	SF	\$6.25	\$0	
A.17 Temporary A.C. Pavement (2.5" A.C. / 6.5" A.B.)	7,521	SF	\$2.75	\$20,683	-	SF	\$2.75	\$0	
Subtotal Direct Costs Sharon Boulevard Road Work - Minus Curb & Gutter				\$710,924.75				\$436,972	
<i>Subtotal Sharon Boulevard - Soft and Indirect Costs [Note 3]</i>				\$242,757				\$149,253	
<b>Total Sharon Boulevard Road Work - Minus Curb &amp; Gutter</b>				<b>\$953,682</b>				<b>\$586,225</b>	

**III. CURB AND GUTTER - ALL STREETS**

A.21	Curb & Gutter	2,879	LF	\$14.00	\$40,306	-	LF	\$14.00	\$0
	<i>Subtotal Curb and Gutter - Soft and Indirect Costs [Note 3]</i>				\$13,763				\$0
<b>Total Curb and Gutter - All Streets - Costs</b>					<b>\$54,069</b>				<b>\$0</b>

**IV. SIDEWALKS - ALL STREETS**

A.25	Concrete Sidewalk [P]1	5,145	SF	\$4.00	\$20,580	5,145	LF	\$4.00	\$20,580
A.26	Concrete Sidewalk [AO]1	11,463	SF	\$4.00	\$45,852	-	SF	\$4.00	\$0
	Subtotal Direct Costs Sidewalks				\$66,432				\$20,580
	<i>Subtotal Sidewalks Soft and Indirect Costs [Note 3]</i>				\$22,684				\$7,029
<b>Total Sidewalks - All Streets - Costs</b>					<b>\$89,116</b>				<b>\$27,609</b>

**V. MEDIAN ISLAND IMPROVEMENTS - ALL STREETS**

A.22	Median Curb	2,286	LF	\$16.00	\$36,576	2,286	LF	\$16.00	\$36,576
A.23	Median Concrete	2,259	SF	\$5.00	\$11,295	2,259	SF	\$5.00	\$11,295
A.24	12" A.C. Dike	780	LF	\$15.00	\$11,700	780	LF	\$15.00	\$11,700
E.5	Sharon Blvd. Median Landscaping/Irrigation	6,562	SF	\$5.00	\$32,810	6,562	SF	\$5	\$32,810
	Subtotal Direct Costs Median Islands				\$92,381				\$92,381
	<i>Subtotal Median Island - Soft and Indirect Costs [Note 3]</i>				\$31,545				\$31,554
<b>Total Median Island Costs</b>					<b>\$123,926</b>				<b>\$123,935</b>

**VI. TRAFFIC SIGNALS**

E.2	Traffic Signal (Ave 17 & Driveway #1)	1	LS	\$300,000.00	\$300,000	1	LS	\$300,000	\$300,000
E.3	Traffic Signal (Ave 17 & Sharon Blvd.)	1	LS	\$300,000.00	\$300,000	1	LS	\$300,000	\$300,000
	Subtotal Direct Costs Traffic Signal Improvements				\$600,000				\$600,000
	<i>Subtotal Traffic Signal - Soft and Indirect Costs [Note 3]</i>				\$204,880				\$204,937
<b>Total Traffic Signal Costs</b>					<b>\$804,880</b>				<b>\$804,937</b>

**VII. MISCELLANEOUS STREET IMPROVEMENTS (UTILITIES & MISC. CONSTRUCT.)**

E.6	Parkway Landscaping/Irrigation [P]1	14,065	SF	\$5.00	\$70,325	14,065	SF	\$5	\$70,325
E.7	Parkway Landscaping/Irrigation [AO]1	8,052	SF	\$5.00	\$40,260	-	SF	\$5	\$0
E.8	Dry Utility Trenching, Conduits, Pull Boxes	3,600	LF	\$50.00	\$180,000	-	LF	\$50	\$0
E.9	Street Lights (LED)	14	EA	\$4,500.00	\$63,000	-	EA	\$4,500	\$0
E.10	Street Signage and Striping	1	LS	\$50,000.00	\$50,000	0.72	LS	\$50,000	\$36,042
Subtotal Direct Costs Miscellaneous Street Costs					\$403,585				\$106,367
<i>Subtotal Miscellaneous Street and Utilities - Soft and Indirect Costs [Note 3]</i>					\$137,811				\$36,331
<b>Total Miscellaneous Street and Utilities Costs</b>					<b>\$541,396</b>				<b>\$142,698</b>

**VIII. RAMP IMPROVEMENTS**

A.5	SR-99 N/B Ramp Import and Earthwork	12,000	CY	\$15.00	\$180,000	12,000	CY	\$15.00	\$180,000
A.8	N/B Off-ramp Pavement Removal	7,800	SF	\$2.00	\$15,600	7,800	SF	\$2.00	\$15,600
A.18	N/B Ramp Pavement (9.0" A.C. / 21.0" A.B.)2	20,000	SF	\$9.50	\$190,000	20,000	SF	\$9.50	\$190,000
A.20	Sawcut Pavement (SR-99 N/B Off Ramp)	1,000	LF	\$2.00	\$2,000	1,000	LF	\$2.00	\$2,000
E.11	SR-99 N/B Off-Ramp Signage and Striping	1	LS	\$25,000.00	\$25,000	1.00	LS	\$25,000	\$25,000
E.12	SR-99 N/B Off-Ramp Retaining Walls and other Misc.	1	LS	\$400,000.00	\$400,000	1.00	LS	\$400,000	\$400,000
Subtotal Direct Costs Ramp Improvements					\$812,600				\$812,600
<i>Subtotal Ramp Improvements - Soft and Indirect Costs [Note 3]</i>					\$277,476				\$277,554
<b>Total Ramp Improvements Costs</b>					<b>\$1,090,076</b>				<b>\$1,090,154</b>

**IX. SANITARY SEWER**

B.1	Connect to Existing Sewer	1	EA	\$2,200.00	\$2,200	1.00	EA	\$2,200	\$2,200
B.2	15" PVC - Non Parcel Frontage	2,324	LF	\$80.00	\$185,920	2,324	LF	\$80	\$185,920
B.3	15" PVC - Along Parcel Frontage	1,280	LF	\$80.00	\$102,400	1,280	LF	\$68	\$86,400
B.4	15" PVC (including trench repair)	1,006	LF	\$110.00	\$110,660	1,006	LF	\$110	\$110,660
B.5	24" PVC (including trench repair)	319	LF	\$235.00	\$74,965	319	LF	\$235	\$74,965
B.6	48" Diameter Sanitary Sewer Manhole	11	EA	\$4,700.00	\$51,700	11	EA	\$4,700	\$51,700
B.7	48" Diameter Sanitary Sewer Manhole (in exsiting pavement)	5	EA	\$8,000.00	\$40,000	5	EA	\$8,000	\$40,000
Subtotal Direct Costs Sanitary Sewer Improvements					\$567,845				\$551,845
<i>Subtotal Sanitary Sewer - Soft and Indirect Costs [Note 3]</i>					\$193,900				\$188,489
<b>Total Sanitary Sewer Costs</b>					<b>\$761,745</b>				<b>\$740,334</b>

**X. CITY STORM DRAINAGE FACILITY**

C.1	30" CL III RCP	1,318 LF	\$120.00	\$158,160	1,318 LF	\$120	\$158,160
C.2	18" CL III RCP	1,473 LF	\$58.00	\$85,434	1,473 LF	\$58	\$85,434
C.3	12" CL III RCP	236 LF	\$55.00	\$12,980	236 LF	\$55	\$12,980
C.4	12" CL III RCP (in existing pavement)	90 LF	\$95.00	\$8,550	90 LF	\$95	\$8,550
C.5	Storm Drain Manhole	7 EA	\$6,000.00	\$42,000	7 EA	\$6,000	\$42,000
C.6	Temporary Drain Inlet	3 EA	\$2,000.00	\$6,000	3 EA	\$2,000	\$6,000
C.7	Curb Inlet	7 EA	\$5,200.00	\$36,400	7 EA	\$5,200	\$36,400
Subtotal Direct Costs City Storm Drain Improvements				\$349,524			\$349,524
<i>Subtotal City Storm Drain - Soft and Indirect Costs [Note 3]</i>				\$119,351			\$119,384
<b>Total City Storm Drainage Facility Costs</b>				<b>\$468,875</b>			<b>\$468,908</b>

**XI. UN-USED IMPROVEMENT CATEGORY**

**XII. WATER SYSTEM IMPROVEMENTS**

D.1	24" PVC Main, incl. gate valves - Non Parcel Frontage	2,278 LF	\$215.00	\$489,770	2,278 LF	\$215	\$489,770
D.2	24" PVC Main, incl. gate valves - Along Parcel Frontage	2,500 LF	\$215.00	\$537,500	2,500 LF	\$203	\$506,250
D.3	24" PVC Main (including trench repair)	44 LF	\$235.00	\$10,340	44 LF	\$235	\$10,340
D.4	Fire Hydrant Assembly	4 EA	\$5,500.00	\$22,000	4 EA	\$0	\$0
D.5	Connect to Existing Water	1 EA	\$5,700.00	\$5,700	1 EA	\$5,700	\$5,700
Subtotal Direct Costs Water System Improvements				\$1,065,310			\$1,012,060
<i>Subtotal Water System - Soft and Indirect Costs [Note 3]</i>				\$363,768			\$345,682
<b>Total Water System Costs</b>				<b>\$1,429,078</b>			<b>\$1,357,742</b>

**XIII. OFF-SITE TRAFFIC MITIGATION FEES**

<b>Cumulative Year Traffic Mitigation Fees</b>		<b>1 LS</b>	<b>\$733,798</b>	<b>\$733,798</b>	<b>1.00 LS</b>	<b>\$733,798</b>	<b>\$733,798</b>
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TOTAL INFRASTRUCTURE IMPROVEMENT COSTS\*

\$8,124,831

TOTAL REIMBURSEMENT AMOUNT\*

\$6,866,004

\*A Municipal Water Well will be developed as part of the Infrastructure Improvements. The Costs of the Water Well are not included in this Schedule of Costs and Reimbursements, though 100% of Well Development Costs are eligible for Reimbursement.

NOTES:

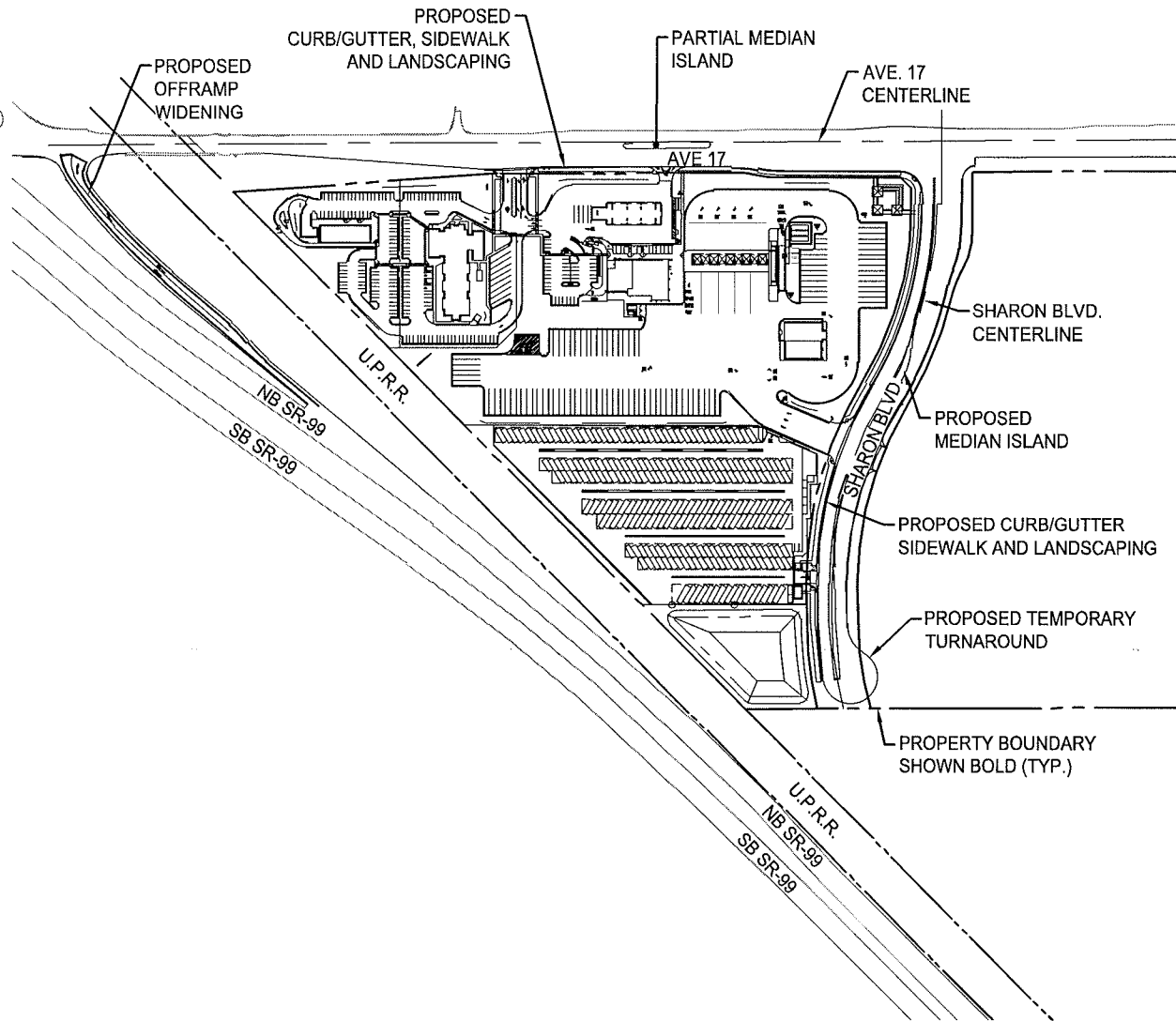
- 1.) [R] = Project Frontage or Other Project Improvement  
[AO] = Additional "Oversized" Improvement Required by City
- 2.) Northbound Off-ramp pavement section is based on Caltrans Project Study Report (PSR).
- 3.) Soft and Indirect Costs Include Contingencies (10%), Engineering (10%), Contractor Overhead (10%); Traffic Control, Construction Staking, Plan Check and Inspection

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NORTH



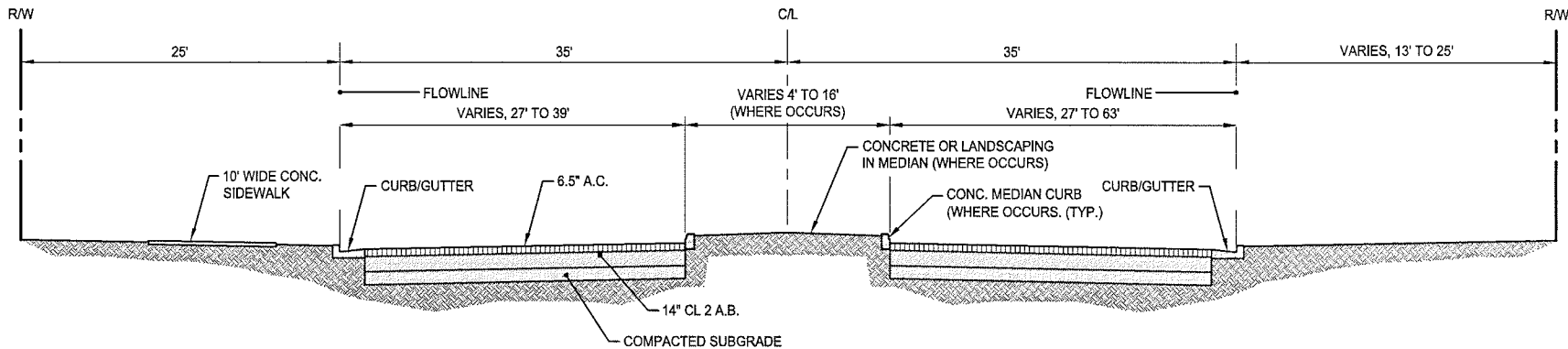
EXHIBIT 'E'  
ROADWAY IMPROVEMENTS



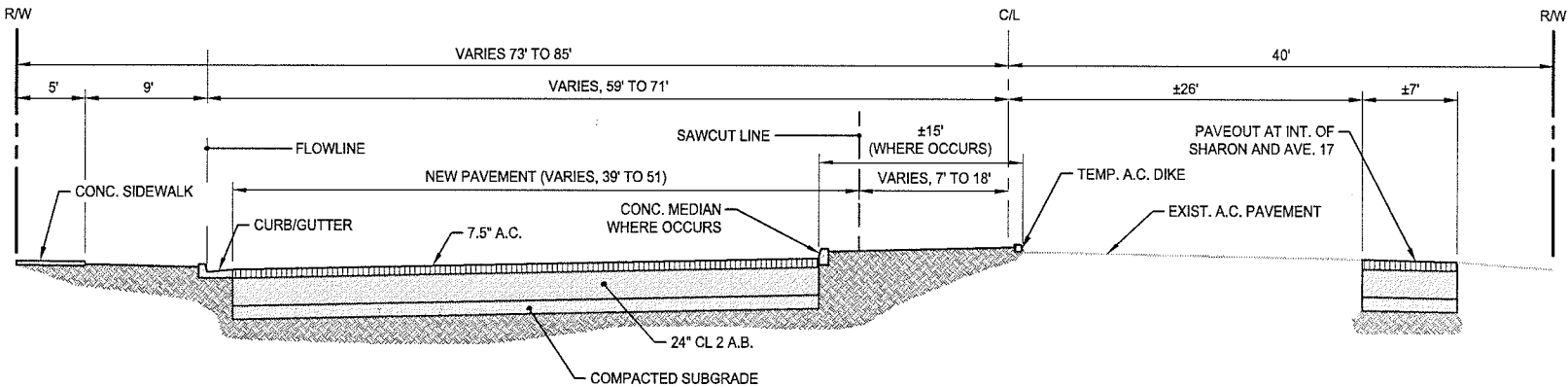


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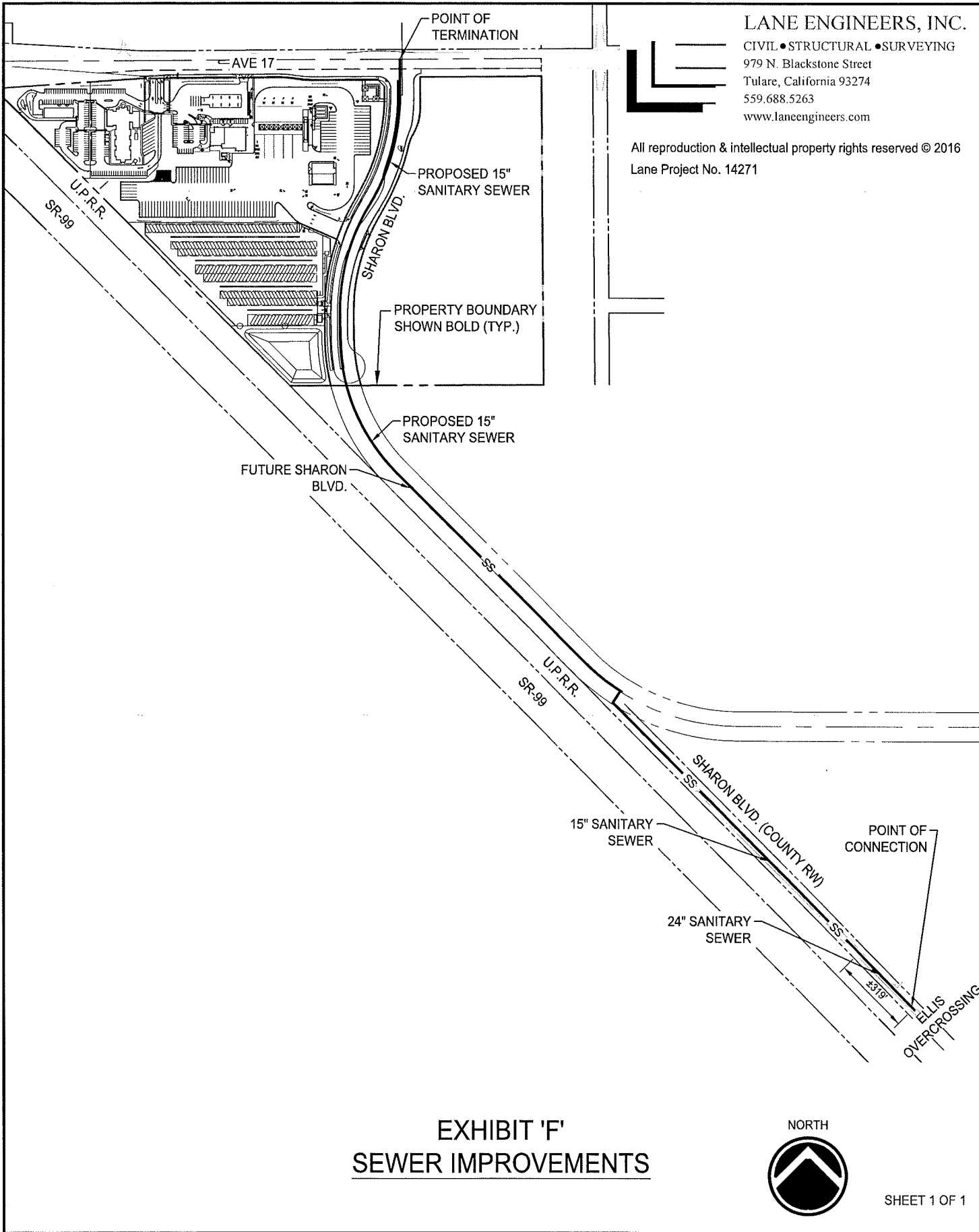


SHARON BOULEVARD STREET SECTION (LOOKING NORTH)



AVENUE 17 STREET SECTION (LOOKING NORTH)

**EXHIBIT 'E'**  
**ROADWAY IMPROVEMENTS**



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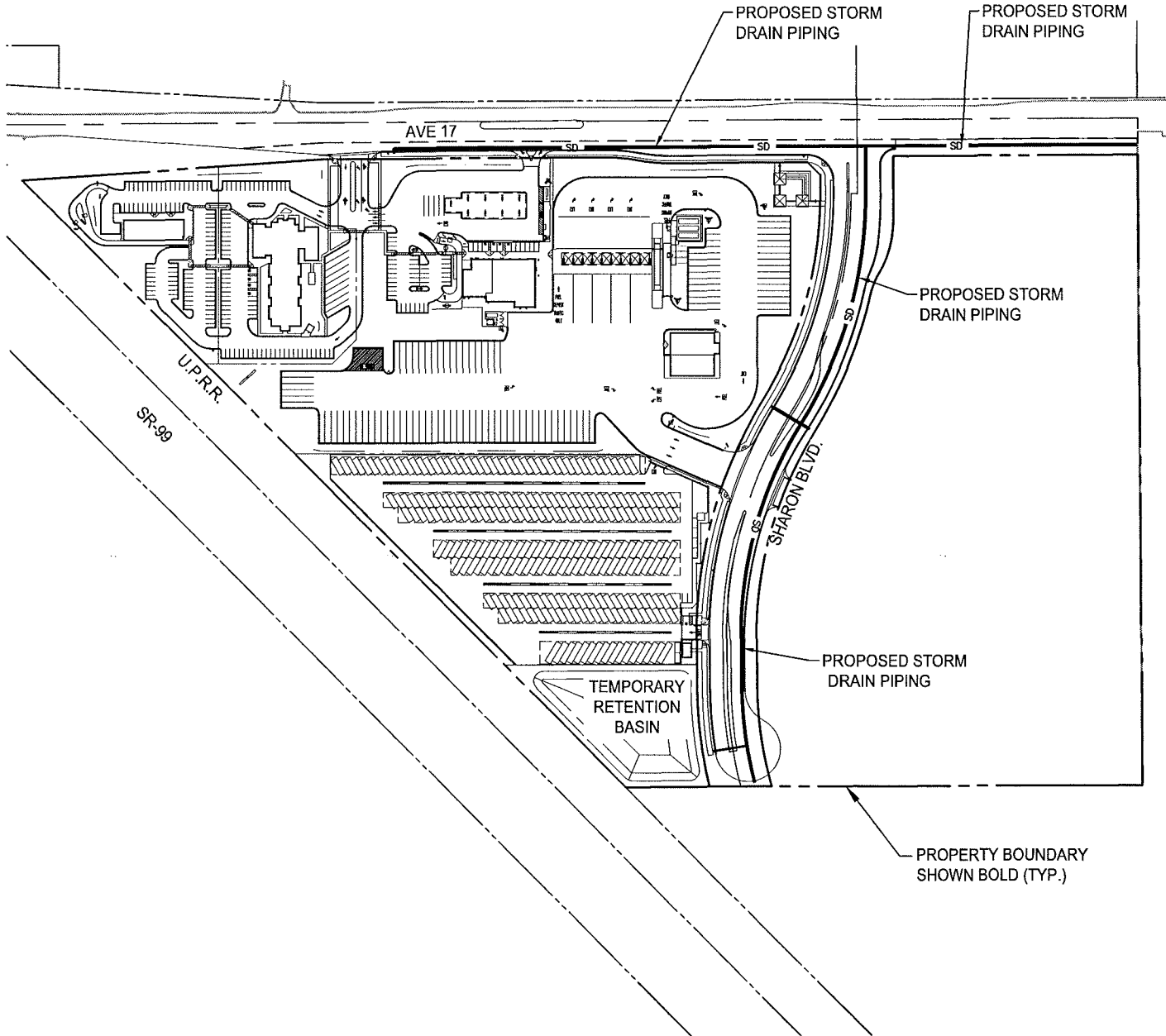
**EXHIBIT 'F'**  
**SEWER IMPROVEMENTS**





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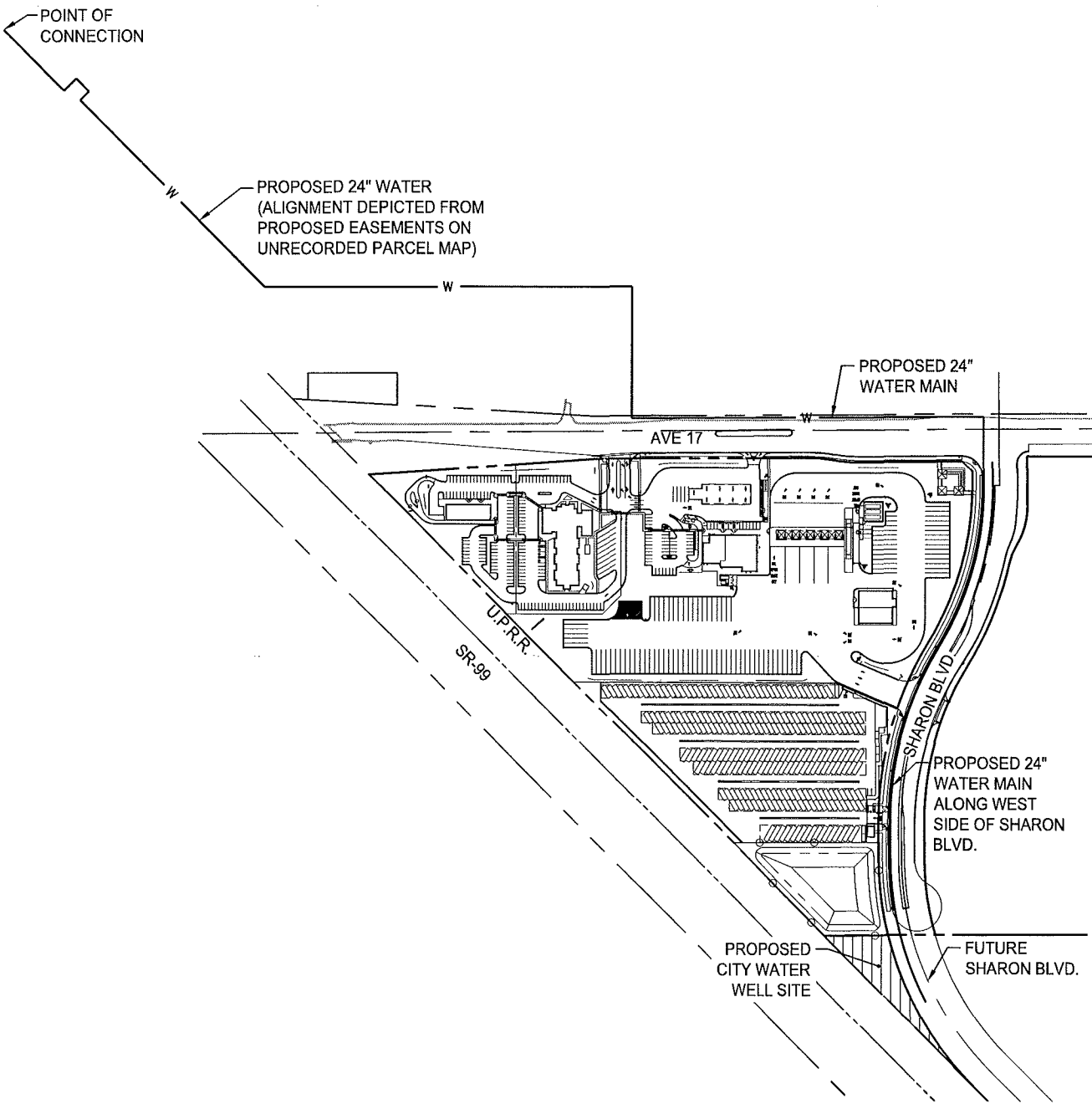
**EXHIBIT 'G'**  
**STORM DRAIN IMPROVEMENTS**





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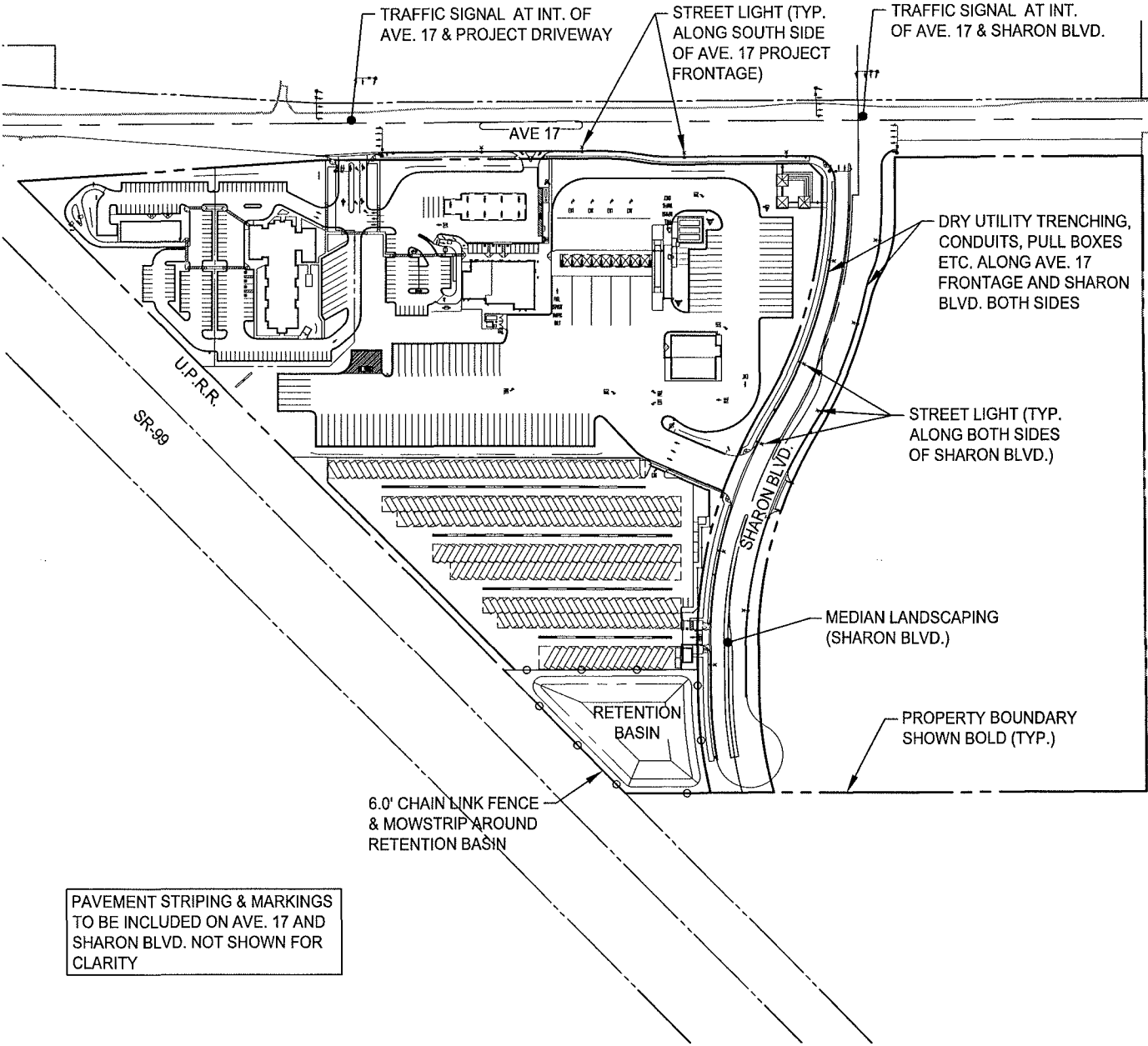
**EXHIBIT 'H'**  
**WATER IMPROVEMENTS**





**LANE ENGINEERS, INC.**  
 CIVIL • STRUCTURAL SURVEYING  
 979 N. Blackstone Street  
 Tulare, California 93274  
 559.688.5263  
 www.laneengineers.com

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 Lane Project No. 14271



PAVEMENT STRIPING & MARKINGS TO BE INCLUDED ON AVE. 17 AND SHARON BLVD. NOT SHOWN FOR CLARITY

**EXHIBIT 'I'**  
**DRY UTILITY AND MISC. IMPROVEMENTS**



EXHIBIT J

Form of Assumption and Assignment Agreement

OFFICIAL BUSINESS

Document entitled to free recording  
Government Code Section 6103

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

City of Madera  
205 West Fourth Street  
Madera, CA 93637  
Attn: City Clerk

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(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement") is made by and between Love's Travel Stops & Country Stores, Inc., an Oklahoma Corporation ("Love's"), and \_\_\_\_\_, a \_\_\_\_\_ ("Assignee").

RECITALS

1. On \_\_\_\_\_, 2016, the City of Madera and Love's entered into that certain "Development Agreement" (the "Development Agreement"). Pursuant to the Development Agreement, Love's agreed to develop the Project Site (as that term is defined in the Development Agreement) as set forth in the Development Agreement. The Development Agreement was recorded against the Property in the Official Records of Madera County on \_\_\_\_\_, 20\_\_\_\_, as Instrument No. 20\_\_\_\_-\_\_\_\_\_.
2. Love's intends to convey the Project Site (or a portion thereof) to Assignee, as more particularly identified and described in Exhibit A attached hereto and incorporated herein by this reference (the "Assigned Parcel").
3. Love's desires to assign and Assignee desires to assume all of Love's right, title, interest, burdens and obligations under the Development Agreement with respect to and as related to the Assigned Parcel.

ASSIGNMENT AND ASSUMPTION

NOW, THEREFORE, Love's and Assignee hereby agree as follows:

1. Love's hereby assigns, effective as of its conveyance of the Assigned Parcel to Assignee, all of the rights, title, interest, burdens and obligations of Love's under the Development Agreement with respect to the Assigned Parcel. Love's retains all the rights, title, interest, burdens and obligations under the Development Agreement with respect the Project Site other than the Assigned Parcel, if any.

2. Assignee hereby assumes all of the rights, title, interest, burdens and obligations of Love's under the Development Agreement with respect to the Assigned Parcel, and agrees to observe and fully perform all of the duties and obligations of Love's under the Development Agreement with respect to the Assigned Parcel. The parties intend hereby that, upon the execution of this Agreement and conveyance of the Assigned Parcel to Assignee, Assignee shall become substituted for Love's as the "Developer" under the Development Agreement with respect to the Assigned Parcel.

3. All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

4. The Notice Address described in the Development Agreement with respect to the Assigned Parcel shall be:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. This Agreement may be signed in identical counterparts.

IN WITNESS HEREOF, the parties hereto have executed this Agreement as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Love's Travel Stops  
& Country Stores, Inc.

ASSIGNEE:

\_\_\_\_\_

\_\_\_\_\_

a \_\_\_\_\_

a \_\_\_\_\_

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

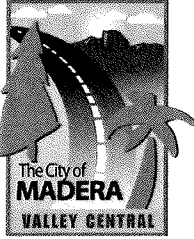
By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_



# REPORT TO CITY COUNCIL

Approved by:

*Sonia Alvarez*  
Department Director

Council Meeting of: 12/07/16

Agenda Number: Reorg-1

*[Signature]*  
City Administrator

**SUBJECT:** Consideration of a Resolution Declaring the Results of the General Municipal Election Held on November 8, 2016

**RECOMMENDATION:** After the results of the election are read into the record by the City Clerk, staff requests that Council adopt the resolution declaring the results of the General Municipal Election held on 11/08/16.

**SUMMARY:**

A General Municipal Election, consolidated with the Presidential General Election, was held on November 8, 2016, for four offices of members of the City Council for Mayor At Large and Council Districts 2, 4, and 6; and approval of Measure K, the sales tax measure. The Madera County Clerk has issued the certified election results (Exhibit A to resolution).

After the results of the election are read into the record by the City Clerk, staff requests that the Council adopt the resolution declaring the following candidates as elected to the respective offices, each to serve a four year term; and declaring that Measure K received a majority of the votes cast as passed.

Council Offices

Andrew J. Medellin	Mayor
Jose Rodriguez	Council Member District 2
Derek O. Robinson Sr.	Council Member District 4
Donald E. Holley	Council Member District 6

Measure

Measure K	Majority Vote Received - Passed
-----------	---------------------------------



**DISCUSSION:** On 8/03/16, the Council adopted Res. Nos. 16-119 and 16-123 calling for and giving notice of a general municipal election to be held on 11/8/16 for the offices of four members of the City Council for Mayor At Large and Council Districts 2, 4, and 6, each for a four year term; and approval of a measure (Measure K) to levy a transactions and use tax of one-half of one percent.

The Madera County Clerk has prepared and submitted the certified results of all votes cast with the final count as follows:

Office	Candidate	Votes Cast	%	Declare Result
Mayor	Andrew J. Medellin	10,077	97.7%	Elected
	Write In Candidates	241	2.3%	
District 2	Jose Rodriguez	1,581	56.9%	Elected
	Jim DaSilva	1,192	42.9%	
	Write In Candidates	6	0.2%	
District 4	Derek O. Robinson Sr.	902	97.8%	Elected
	Write In Candidates	20	2.2%	
District 6	Donald E. Holley	1,206	97.0%	Elected
	Write In Candidates	37	3.0%	

Measure				
Measure K	Yes Votes	9,633	81.5%	Measure Passes
	No Votes	2,184	18.5%	

After the results of the election are read into the record by the City Clerk, staff requests that Council adopt the resolution declaring the results of the General Municipal Election held on 11/08/16.

**FINANCIAL IMPACT:** The costs for conduct of the election is estimated at \$85,000. The amount is included in the FY 2016/2017 budget.

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

**Strategy 302 – District Representation:** Establish district representation in Madera with a separate election process for Mayor.

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

**A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA,  
CALIFORNIA, DECLARING THE RESULTS OF THE GENERAL  
MUNICIPAL ELECTION HELD ON NOVEMBER 8, 2016**

**WHEREAS**, on August 3, 2016 the City Council adopted Res. Nos. 16-119 and 16-123 calling for and giving notice of a General Municipal Election to be held on November 8, 2016 for the offices of four members of the City Council for Mayor At Large and Council Districts 2, 4, and 6, each for a four year term; and approval of a measure (Measure K) to levy a transactions and use tax of one-half of one percent; and

**WHEREAS**, a General Municipal Election, consolidated with the Presidential General Election, was held on November 8, 2016; and

**WHEREAS**, the Madera County Clerk has completed a canvass of all votes cast and delivered to the City the "Official Election Summary of the Consolidated Presidential General Election Returns" held on November 8, 2016; and

**WHEREAS**, pursuant to Section 10263 of the Elections Code, the City Council declares the persons receiving the highest number of votes cast for the offices of Mayor At Large and Council Districts 2, 4, and 6, for which the election was held as elected, each to serve a four year term; and,

**WHEREAS**, pursuant to Section 10263 of the Election Code, the City Council declares that Measure K, a measure to levy a transactions and use tax of one-half of one percent, for which the election was held, received a majority of the votes cast as passed.

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

1. The above recitals are true and correct.
2. The Madera County Clerk has issued the "Official Election Summary of the Consolidated Presidential General Election," attached hereto as Exhibit A, containing the results of the canvass of election returns, for the election held November 8, 2016.
3. Said canvass contains a statement of all votes cast for the offices of four members of the City Council to represent the offices of Mayor At Large and Council Districts 2, 4, and 6, each to serve a four year term.

4. The City Council declares the persons receiving the highest number of votes cast at the election held on November 8, 2016 for the offices of Mayor At Large and Council Districts 2, 4, and 6 as elected, each to serve a four year term ending in 2020.

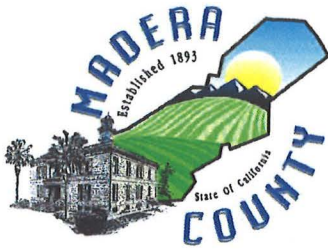
Office	Candidate	Votes Cast	%	Declare Result
Mayor	Andrew J. Medellin	10,077	97.7%	Elected
	Write In Candidates	241	2.3%	
District 2	Jose Rodriguez	1,581	56.9%	Elected
	Jim DaSilva	1,192	42.9%	
	Write In Candidates	6	0.2%	
District 4	Derek O. Robinson Sr.	902	97.8%	Elected
	Write In Candidates	20	2.2%	
District 6	Donald E. Holley	1,206	97.0%	Elected
	Write In Candidates	37	3.0%	
TOTAL VOTES CAST		15,262		

5. The City Clerk is hereby authorized and directed to sign and deliver the certificates of election to Andrew J. Medellin, Mayor; Jose Rodriguez, Council Member District 2; Derek O. Robinson Sr., Council District 4; and Donald E. Holley, Council District 6; and to administer to each of said persons the oath of office as prescribed in the Constitution of the State of California.
6. Said canvass contains a statement of all votes cast for Measure K, a measure to levy a transactions and use tax of one-half of one percent.
7. The City Council declares that Measure K, a measure to levy a transactions and use tax of one-half of one percent, received a majority of the votes cast on November 8, 2016 and is hereby declared as passed.

Measure		Votes Cast	%	Declare Result
Measure K	Votes in Favor	9,633	81.5%	Passes
	Votes in Opposition	2,184	18.5%	
TOTAL VOTES CAST		11,817		

8. This resolution is effective immediately upon adoption.

\* \* \* \* \*



**County Clerk - Recorder  
and Registrar of Voters**

200 West 4<sup>th</sup> Street, Madera CA 93637

Clerk (559) 675-7721; Recorder (559) 675-7724; Elections (559) 675-7720; or Toll Free 1-800-435-0509; Fax (559) 675-7870

**Rebecca Martinez, County Clerk-Recorder & Registrar of Voters**

December 1, 2016

City of Madera  
205 W 4<sup>th</sup> St  
Madera CA 93637

Re: Certification of Election Results

Attached herewith is the Official Summary for the Consolidated Presidential General Election held on Tuesday, November 8, 2016.

It is the responsibility of each jurisdiction's Governing Body to declare the results as final and declare the candidate(s) receiving the highest number of votes cast, elected.

Oaths of Office have been included for use at the swearing in. Please retain a copy for your records and return the original Oaths to the County Clerk-Recorder. Decorative Certificates have also been included for the new officeholders.

Should you have any questions in this regard, please do not hesitate to contact the Elections Division at 675-7720.

Sincerely,

A handwritten signature in blue ink that reads "Rebecca Martinez".

REBECCA MARTINEZ  
County Clerk-Recorder & Registrar of Voters

RECEIVED  
City of Madera City Clerk

By: Alvarez

Date: 12/1/16

Enclosures



**County Clerk - Recorder  
and Registrar of Voters**

200 West 4<sup>th</sup> Street, Madera CA 93637

Clerk (559) 675-7721; Recorder (559) 675-7724; Elections (559) 675-7720; or Toll Free 1-800-435-0509; Fax (559) 675-7870

**Rebecca Martinez, County Clerk-Recorder & Registrar of Voters**

---

December 1, 2016

City of Madera  
205 W. 4<sup>th</sup> Street  
Madera CA 93637

Re: Certification of Election Results for Measure K

Attached herewith is the Official Summary Bulletin which contains official results for the Consolidated Presidential General Election held on November 8, 2016.

It is the responsibility of each jurisdiction's Governing Body to declare the results of their election as final.

Should you have any questions in this regard, please do not hesitate to contact the Elections Division at 675-7720.

Sincerely,

REBECCA MARTINEZ  
County Clerk-Recorder & Registrar of Voters

enclosure

RECEIVED  
City of Madera City Clerk  
By: Alvarez  
Date: 12/1/16

RECEIVED

City of Madera City Clerk

By: J Alvarez

Date: 12/1/16

OFFICIAL ELECTION SUMMARY

of the

CONSOLIDATED PRESIDENTIAL GENERAL ELECTION

held on

NOVEMBER 8, 2016

in the

COUNTY OF MADERA, STATE OF CALIFORNIA

Certificate of the County Clerk-Recorder & Registrar of Voters  
to the Results of the Official Canvass of the  
Consolidated Presidential General Election

County of Madera  
State of California

I, Rebecca Martinez, County Clerk-Recorder & Registrar of Voters of said County, do hereby certify that, in accordance with the provisions of Section 15300 of the California Elections Code, I did Canvass the returns of the votes cast in Madera County at the Consolidated Presidential General Election held on November 8, 2016 which were submitted to the vote of the voters, and that the Official Election Summary to which this certificate is attached, shows the number of votes cast, and that the totals shown are full, true and correct.



WITNESS my hand and Official Seal, this 30<sup>th</sup> day of November, 2016.

Rebecca Martinez  
Rebecca Martinez, County Clerk-Recorder & Registrar of Voters

# OFFICIAL RESULTS

## Cumulative Totals

<p><i>Registration and Turnout Countywide</i></p> <p style="text-align: right;">Complete Precincts: 102 of 102</p> <p>Total Registered Voters 58,128 Precinct Registration 58,128 Precinct Ballots Cast 15,211 26.2% Absentee Ballots Cast 28,975 49.8% Total Ballots Cast 44,186 76.0%</p>	<p><i>US Representative District 16</i></p> <p style="text-align: right;">Complete Precincts: 71 of 71</p> <p>JOHNNY M. TACHERRA 16,508 58.4% JIM COSTA 11,766 41.6%</p>	<p><i>Governing Board Member Bass Lake, Area 3</i></p> <p style="text-align: right;">Complete Precincts: 11 of 11</p> <p>JULIE GREENWOOD 723 68.4% RON BUCHEGER 331 31.3% Write-in candidate(s) 3 0.3%</p>
<p><i>President and Vice President</i></p> <p style="text-align: right;">Complete Precincts: 102 of 102</p> <p>DONALD J. TRUMP 23,357 53.7% HILLARY CLINTON 17,029 39.1% GARY JOHNSON 1,558 3.6% Write-in candidate(s) 732 1.7% JILL STEIN 644 1.5% GLORIA ESTELA LA RIVA 187 0.4%</p>	<p><i>Member of the Assembly District 5</i></p> <p style="text-align: right;">Complete Precincts: 102 of 102</p> <p>FRANK BIGELOW 27,456 65.9% ROBERT CARABAS 14,217 34.1%</p>	<p><i>Mayor City of Madera</i></p> <p style="text-align: right;">Complete Precincts: 27 of 27</p> <p>ANDY MEDELLIN 10,077 97.7% Write-in candidate(s) 241 2.3%</p>
<p><i>United States Senator</i></p> <p style="text-align: right;">Complete Precincts: 102 of 102</p> <p>LORETTA L. SANCHEZ 17,562 51.2% KAMALA D. HARRIS 16,769 48.8%</p>	<p><i>Governing Board Member Golden Valley, Area 3</i></p> <p style="text-align: right;">Complete Precincts: 9 of 9</p> <p>ANDY WHEELER 551 56.5% WARREN PARR 416 42.6% Write-in candidate(s) 9 0.9%</p>	<p><i>Member, City Council Madera, District 2</i></p> <p style="text-align: right;">Complete Precincts: 9 of 9</p> <p>JOSE RODRIGUEZ 1,581 56.9% JIM DA SILVA 1,192 42.9% Write-in candidate(s) 6 0.2%</p>
<p><i>US Representative District 4</i></p> <p style="text-align: right;">Complete Precincts: 31 of 31</p> <p>TOM MCCLINTOCK 9,877 71.7% ROBERT W. DERLET 3,895 28.3%</p>	<p><i>Governing Board Member MUSD, Area 1</i></p> <p style="text-align: right;">Complete Precincts: 21 of 21</p> <p>RAY SEIBERT 1,857 57.7% LUIS CARRILLO 1,347 41.8% Write-in candidate(s) 16 0.5%</p>	<p><i>Member, City Council Madera, District 4</i></p> <p style="text-align: right;">Complete Precincts: 4 of 4</p> <p>DEREK ORLANDO ROBINSON, 902 97.8% Write-in candidate(s) 20 2.2%</p>
	<p><i>Governing Board Member MUSD, Area 6</i></p> <p style="text-align: right;">Complete Precincts: 9 of 9</p> <p>RICARDO "RIC" ARREDONDO 803 61.4% LYNN COGDILL 499 38.2% Write-in candidate(s) 5 0.4%</p>	<p><i>Member, City Council Madera, District 6</i></p> <p style="text-align: right;">Complete Precincts: 7 of 7</p> <p>DONALD E. HOLLEY 1,206 97.0% Write-in candidate(s) 37 3.0%</p>

**OFFICIAL RESULTS**  
Cumulative Totals

<p><i>Director</i> <i>MID, Division 5</i></p> <p>Complete Precincts: 57 of 57</p> <p>CARL JANZEN 7,005 58.3% JOHN BESE 4,926 41.0% Write-in candidate(s) 77 0.6%</p>	<p><i>Proposition 55</i> <i>Tax Extension</i></p> <p>Complete Precincts: 102 of 102</p> <p>Yes 22,179 52.4% No 20,137 47.6%</p>	<p><i>Proposition 60</i> <i>Adult Films</i></p> <p>Complete Precincts: 102 of 102</p> <p>Yes 17,357 42.4% No 23,614 57.6%</p>
<p><i>Proposition 51</i> <i>School Bonds</i></p> <p>Complete Precincts: 102 of 102</p> <p>Yes 19,263 45.6% No 22,986 54.4%</p>	<p><i>Proposition 56</i> <i>Cigarette Tax</i></p> <p>Complete Precincts: 102 of 102</p> <p>Yes 20,516 47.6% No 22,580 52.4%</p>	<p><i>Proposition 61</i> <i>State Prescription Drug</i></p> <p>Complete Precincts: 102 of 102</p> <p>Yes 13,444 32.0% No 28,607 68.0%</p>
<p><i>Proposition 52</i> <i>Medi-Cal Hospital Fees</i></p> <p>Complete Precincts: 102 of 102</p> <p>Yes 24,882 59.1% No 17,195 40.9%</p>	<p><i>Proposition 57</i> <i>Criminal Sentences - Juv</i></p> <p>Complete Precincts: 102 of 102</p> <p>Yes 17,802 42.4% No 24,200 57.6%</p>	<p><i>Proposition 62</i> <i>Death Penalty</i></p> <p>Complete Precincts: 102 of 102</p> <p>Yes 13,637 32.1% No 28,831 67.9%</p>
<p><i>Proposition 53</i> <i>Revenue Bonds</i></p> <p>Complete Precincts: 102 of 102</p> <p>Yes 21,550 51.7% No 20,141 48.3%</p>	<p><i>Proposition 58</i> <i>English Proficiency</i></p> <p>Complete Precincts: 102 of 102</p> <p>Yes 25,588 60.9% No 16,460 39.1%</p>	<p><i>Proposition 63</i> <i>Firearms; Ammunition</i></p> <p>Complete Precincts: 102 of 102</p> <p>Yes 16,541 38.6% No 26,313 61.4%</p>
<p><i>Proposition 54</i> <i>Legislature</i></p> <p>Complete Precincts: 102 of 102</p> <p>Yes 26,571 63.9% No 15,041 36.1%</p>	<p><i>Proposition 59</i> <i>Political Spending</i></p> <p>Complete Precincts: 102 of 102</p> <p>Yes 15,461 38.2% No 25,029 61.8%</p>	<p><i>Proposition 64</i> <i>Marijuana Legalization</i></p> <p>Complete Precincts: 102 of 102</p> <p>Yes 19,348 44.8% No 23,883 55.2%</p>



## OFFICIAL RESULTS

### Cumulative Totals

<i>Proposition 65 Carry-Out Bags</i>		
Complete Precincts:	102 of 102	
Yes	13,425	31.9%
No	28,612	68.1%

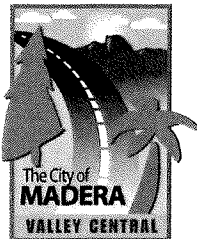
<i>City of Madera Vital Services Measure K</i>		
Complete Precincts:	27 of 27	
Yes	9,633	81.5%
No	2,184	18.5%

<i>Proposition 66 Death Penalty-Procedures</i>		
Complete Precincts:	102 of 102	
Yes	21,069	51.5%
No	19,820	48.5%

<i>Proposition 67 Ban on Plastic Bags</i>		
Complete Precincts:	102 of 102	
Yes	14,341	33.9%
No	28,011	66.1%

<i>Firebaugh-Las Deltas USD Bond Measure H</i>		
Complete Precincts:	1 of 1	
Bonds Yes	97	70.3%
Bonds No	41	29.7%

<i>Chowchilla Elementary SD Bond Measure J</i>		
Complete Precincts:	9 of 9	
Bonds Yes	2,958	71.6%
Bonds No	1,175	28.4%



## REPORT TO CITY COUNCIL

Approved by:

Sonia Alvarez

Department Director

[Signature]

For City Administrator

Council Meeting of: 12/07/16

Agenda Number: Reorg-4

**SUBJECT: Consideration of Selection of Mayor Pro Tem**

**RECOMMENDATION:**

Staff recommends that the Council select, by motion of the Council, Council Member Cece Foley Gallegos to serve as Mayor Pro Tem for a one year term.

**SUMMARY:**

Res. No. 12-210 (attached) states that the Council will select one of its members to serve as Mayor Pro Tem for a one year term and outlines the selection process to be followed when determining which Council Member(s) is qualified to serve as Mayor Pro Tem.

Priority is given to members of the Council who have not previously served as Mayor Pro Tem. Based on the guidelines provided in Res. No. 12-210, Council Member Foley Gallegos is the most qualified to serve as Mayor Pro Tem.

Staff recommends that the Council select, by motion of the Council, Council Member Foley Gallegos to serve as Mayor Pro Tem for a one year term.

**DISCUSSION:**

Res. No. 12-210 (attached) states that the Council will select one of its members to serve as Mayor Pro Tem for a one year term and outlines the selection process to be followed when determining which Council Member(s) is qualified to serve as Mayor Pro Tem.

Priority is given to members of the Council who have not previously served as Mayor Pro Tem. The resolution also provides guidelines for selecting the Mayor Pro Tem when two or more members are qualified to serve or where all members have previously served as Mayor Pro Tem.

The two Council Members who have not served as Mayor Pro Tem are Council Members Foley Gallegos and Rodriguez. Since two Council Members are qualified to serve as Mayor Pro Tem,

then the Council Member who has served on the Council the longest without being Mayor Pro Tem shall be selected as Mayor Pro Tem.

As noted below, Council Member Foley Gallegos is the most qualified to serve as Mayor Pro Tem based on the date she assumed office as a Council Member.

<b>Council Member</b>	<b>Elected</b>	<b>Assumed Office</b>
Council Member Cece Foley Gallegos	6/7/16	7/7/16
Council Member Jose Rodriguez	11/8/16	12/7/16

**FINANCIAL IMPACT:**

There is no impact to the general fund.

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

Selection of the Mayor Pro Tem is not addressed in the vision or action plans; the requested action is also not in conflict with any of the actions or goals contained in that plan.