

# REGULAR MEETING OF THE MADERA CITY COUNCIL

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

## NOTICE AND AGENDA

Wednesday, March 2, 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 Andrew J. Medellin  
Council Member Donald E. Holley  
Council Member Derek O. Robinson Sr.  
Council Member William Oliver

**INVOCATION:** Pastor Fred Thurman, New Life Assembly

**PLEDGE OF ALLEGIANCE:**

**PUBLIC COMMENT:**

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

**PRESENTATIONS** Proclamation Recognizing March as Youth Art Month

### A. **WORKSHOP**

A-1 Madera Police Department Annual Report (Report and Presentation by Steve Frazier)

### B. **CONSENT CALENDAR**

B-1 Minutes – 8/19/15

B-2 Information Only – Warrant Disbursement Report

- B-3 Weekly Water Conservation Report - 2/15/16-2/21/16 (Report by Dave Randall)
- B-4 Consideration of a Resolution Approving an Agreement and Contract with AT&T for Leased Fiber Services to Provide the City of Madera High Speed Data Services between all City Buildings and to the Internet, and Authorizing the Mayor to Execute the Master Agreement and the Network On Demand Contract, and Authorizing the City Administrator, or Their Designee, to Approve Proposals and Scopes of Work as Contemplated in the Agreement (Report by Ted Uyesaka)
- B-5 Consideration of a Resolution Approving an Interlocal Agreement for Cooperative Purchasing between the City and BuyBoard National Purchasing Cooperative and Authorizing the Mayor to Sign on Behalf of the City (Report by Becky McCurdy)
- B-6 Consideration of a Resolution of the City Council of the City of Madera Approving the Submittal of a Functional Classification Change for Local Streets and Roads to the State of California, Department of Transportation (Report by Keith Helmuth)
- B-7 Consideration of a Resolution Approving the Compensation Range for Part Time Soccer Officials (Report by Wendy Silva)
- B-8 Consideration of the City of Madera Investment Report for the Six Month Period Ending December 31, 2015 for Approval and Acceptance (Report by Tim Przybyla)
- B-9 Consideration of a Resolution Approving the Award of Contract for Knox Park Rehabilitation City of Madera Project No. PK 59, in the Amount of \$195,612.98, Including Additive Alternate No. 1 in the Amount of \$22,248 and Additive Alternate No. 2 in the Amount of \$30,104.08, for a Total of \$247,965.06 to Witbro Inc., dba Seal Rite Paving & Grading Authorizing Construction Contingencies of Up to 10% and Construction Inspection and Management of Up to 5% as Approved by the City Engineer and Authorizing the Mayor to Execute the Contract on Behalf of the City (Report by Keith Helmuth)

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

- C-1 Second Reading and Consideration of Adoption of an Ordinance Rezoning Approximately 600 Properties Encompassing Approximately 490 Acres of Land Located in and Near the Community of Parksdale (County Service Area #3) Immediately East of the City (Report by Chris Boyle)
- C-2 Second Reading and Consideration of Adoption of an Ordinance Amending Section 1310 of Chapter 3 of Title X of the Madera Municipal Code Pertaining to Action of Appeals of Planning Commission Denials (Report by Chris Boyle)

**D. WRITTEN COMMUNICATIONS**

There are no items for this section.

**E. ADMINISTRATIVE REPORTS**

- E-1 Presentation of the Mid-Year Operational Budget Report and Consideration of a Resolution Authorizing and Approving Amendments to the City of Madera Fiscal Year 2015/2016 Budget (Report by Tim Przybyla)
- E-2 Consideration of a Resolution Amending the City of Madera Classification Plan and Setting the Rate of Compensation for Certain Classifications (Report by Wendy Silva)

E-3 Consideration of Introduction of an Ordinance Amending Subsection E of §2-2.305 of Title II of the Madera Municipal Code Relating to Civil Service and Exceptions to the Competitive Service (Report by Wendy Silva)

E-4 Consideration of a Minute Order Approving the Madera County Economic Development Commission 2016/2017 Annual Basic Service Level Budget (Report by Bobby Kahn)

**F. COUNCIL REPORTS**

**G. CLOSED SESSION**

G-1 Closed Session Announcement – City Attorney

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

Position: City Attorney

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

G-4 Closed Session Report – City Attorney

**ADJOURNMENT** – Next regular meeting March 16, 2015

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*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.*

*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 March 2, 2016, near the front entrances of City Hall at 3:00 p.m. on February 26, 2016.

  
\_\_\_\_\_  
Sonia Alvarez, City Clerk

# City of Madera Proclamation

## Youth Art Month

**WHEREAS** art, in its many forms, constitutes an important part of the Madera community and adds to the human development of area youth; and

**WHEREAS**, art education reaches different types of learners and engages them more fully in the education process; and

**WHEREAS**, art education contributes powerful benefits to all elementary, middle, and secondary students including, but not limited to:

1. Development of creative problem-solving and critical thinking abilities,
2. Sensitivity to beauty, order and other expressive qualities,
3. A deeper understanding and connection to cultural values and beliefs, and
4. Reinforcement and bringing to life the skills learned in other subjects areas; and

**WHEREAS** the Madera County Arts Council heralds its support of youth art each March with a show of visual art pieces created by youth displayed at the Circle Gallery in Madera; and

**WHEREAS** the City of Madera joins the Madera County Arts Council in recognizing the significance of youth art education; and

**WHEREAS** the City of Madera's Parks & Community Services Department is honored to partner with the Madera County Arts Council to increase youth exposure to art education opportunities.

**NOW THEREFORE, BE IT RESOLVED THAT THE MAYOR AND THE CITY COUNCIL OF THE CITY OF MADERA PROCLAIM THE COUNCIL'S** support to the Madera County Arts Council as they attempt to strengthen art education in the schools, parks, and youth programming in Madera County; urges all citizens to take interest in and give full support to quality school art programs for youth; and declares that the month of March 2016 be observed as **YOUTH ART MONTH** throughout the City.

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Robert L. Poythress, Mayor  
City of Madera

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Date

# CITY OF MADERA



## POLICE DEPARTMENT ANNUAL REPORT 2015



## CITY OF MADERA POLICE DEPARTMENT—ANNUAL REPORT 2015

### LETTER FROM THE CHIEF

Mayor, City Council, and Members of the Community,

There will remain a common theme in my letter attached to the Annual Report. If it seems overly redundant I apologize but if there ever was a time that, as a community, we needed to pull together that time is now. The reasons for such a statement cover both ends of the spectrum, good and bad. The good, I think we have momentum! In 2015 we expanded our footprint in neighborhoods with additional neighborhoods participating in neighborhood watch. We increased our involvement with our youth in the community through programs such as Learning with the Law and Madera Police and Kids Together (MPAKT). These programs place officers in schools and in our Parks Department interacting and establishing relationships with our most important asset, our children. We expanded our social media opportunity creating informational and recruitment videos. We even created a “We are Madera” video (inspirational) showing our work in the community as we are honored to be a part of this great city. Unfortunately, momentum is but one component describing our need as a community to stand together. The other, the bad, seems to significantly outweigh the gains that we have made as an organization. In 2014 we reported a 20-25% reduction in crime across the board; we felt that we, as a Department, and community had made significant strides and the reduction in crime for that year was our reward. Was this reduction in crime an anomaly? Possibly, unfortunately we will never know. 2015 became a sort of culmination year. First came "realignment," which shifted convicted felons from state prison to local jails; Then came "split sentences," which allowed felons to serve a portion of their prison sentence in local custody followed by release to the community. Most recently, Proposition 47 reduced a slew of property and theft crimes to misdemeanors, thereby removing incarceration as a likely option for individuals convicted of those crimes. The culmination of these actions has devastated communities throughout the state and is reflected in our crime numbers as you can see on page twenty. As if these elements alone are not enough there is the San Bernardino shooting to remind us that we are infinitely stronger when we stand together. Standing together is more than just supporting your police department, it is choosing to say enough is enough and doing something about it... One of my favorite quotes, a quote by Dr. Martin Luther King Jr. states;

**“We will have to repent in this generation not merely for the hateful words and actions of the bad people but for the appalling silence of the good people.”**

We cannot be that community that stands by while children are killed in our streets and crime becomes the accepted norm because no one wants to get involved. I challenge you to do something; report a crime, start a neighborhood watch, volunteer in a school or hospital be engaged in your community and together we will make a difference.

2016 will offer greater opportunity for collaboration as we plan a kid’s camp during the summer, we have increased our administrative staff that will most certainly offer greater accountability and we will work to reduce the level of crime occurring in our city.

In service to you as your Police Chief,

Steve Frazier

1 Tim 1:12



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## CITY OF MADERA POLICE DEPARTMENT—ANNUAL REPORT 2015

# HISTORY

The Madera Police Department Historical Society started in November 2011. The MPD Historical Society honors the duty and sacrifice of Madera Police Officers from 1907 to the present..

The Madera Police Department Historical Society was established by a small group of charter members of Officers, Civilians and Retirees honoring the duty and sacrifice of Madera Police Officers. The material culture of law enforcement that forms the basis of the collection of the Society tells the stories, experiences, and history of law enforcement in the city of Madera.

The Society welcomes pictures or stories of Officers experiences, civilian encounters which illustrate the notification of department milestones and history.

We encourage the public to schedule a tour of our Police Department to view the Historical items through out the building.







### Madera Police Department Mission Statement

The Mission of the Madera Police Department is to reduce crime, fear and disorder by creating a foundation of superior service delivery, citizen/police partnerships and proactive problem solving strategies through organizational planning and visionary processes. The Madera Police Department is an organization committed to the well being of the City of Madera and its citizens.

### Madera Police Department Values Statement

The Madera Police Department values **professionalism**. We strive to provide quality customer service with **integrity** and endeavor to solve community problems and reduce crime by partnerships built upon a foundation of **accountability, trust** and **compassion**.



## CITY OF MADERA POLICE DEPARTMENT—ANNUAL REPORT 2015

# ADMINISTRATION

The Madera Police Department is led by Chief of Police Steve Frazier and Commander Dino Lawson. The Madera Police Department has 79 employees who proudly serve the residents of Madera. This dedicated group consists of 57 allocated Officers and 20 Civilian Support Personnel. In addition there are 10 Volunteers in Policing who help us deliver services to the residents of Madera.

The Department is organized into the following specialized units and teams staffed by sworn and civilian personnel: Administration (command staff, detectives, dispatch, Property/Evidence, Animal Control and records). Patrol (Four patrol teams, Traffic, School Resource, and multi agency special investigations unit). Our dedicated staff is committed to providing the highest quality of services to the City's residents and businesses in order to enhance community safety. To do this, we pledge to take a leadership role in developing partnerships and resolving problems with the community. Our goal is to prevent crime and improve the quality of life in the City of Madera.



Chief Steve Frazier



Commander Dino Lawson



## CITY OF MADERA POLICE DEPARTMENT—ANNUAL REPORT 2015

### SUPPORT PERSONNEL



Records Personnel Celia Garnica, Yolanda Barrios, Melba Rangel led by Auxiliary Services Supervisor Soledad Fernandez. Responsible for processing the 29,393 reports generated by the work of the Police Department.



Property and Evidence Personnel Karyn Burns and Paige Gacayan led by Auxiliary Services Supervisor Soledad Fernandez. Responsible for the 60,000 pieces of evidence that are processed through the Department.



Lacy Burleson the Department's Crime Analyst. As outlined on page 18.



Animal Control Officers Jesus Bravo and Jose Hernandez led by Sgt. Johnnie Smith.



## CITY OF MADERA POLICE DEPARTMENT—ANNUAL REPORT 2015

# PERSONNEL



Administrative Sgt. Randy Williams. The Administrative Sergeant is primarily responsible for recruiting new department employees, coordinating training, managing the OTS (Office of Traffic Safety) and “Avoid the 21” traffic grants, and coordinating Volunteer activities. He also assists Command Staff with a variety of department projects.



School Resource Officers (SRO) Louis Reyes and Eddie Guzman. They are responsible for the High Schools and other city school when needed.



## CITY OF MADERA POLICE DEPARTMENT—ANNUAL REPORT 2015

### NEIGHBORHOOD WATCH

In 2012 Madera Police Department in collaboration with the Neighborhood Revitalization started doing Neighborhood Outreach Programs.

The hope was to establish Neighborhood Watch Groups throughout the City of Madera to create partnerships between the citizens of our community and their Police Department.

In 2015 we have had a total of 38 Neighborhood Watch meetings. Of those 14 were the initial meeting for a new group, 16 were progress meetings, and 10 were meetings where certification of completions were presented. As of the end of 2015 we have a total of 67 Neighborhood Watch groups. The program has grown significantly since it was first established, and we hope to continue to see our citizens working together to create safer neighborhoods.





## CITY OF MADERA POLICE DEPARTMENT—ANNUAL REPORT 2015

# Patrol

Patrol is the largest unit within the Police Department. Thirty two officers, four sergeants and four corporal/FTO's (Field Training Officers) were assigned to patrol Madera's streets during 2015. The town is divided into three beats, each staffed by one to two officers. Our officers work 3/12 shifts working one of four teams, weekend days and nights and weekday days and nights. Patrol is the backbone to any law enforcement agency. It is patrol that responds to the domestic violence, robbery or shot fire calls. Patrol officers are the first responders of the department for any call for service. We continue to employ our effective policing model based upon three tenets:

- Solving problems, orienting toward crime, not just criminals
- Asking citizens to reassert their role in crime reduction and community livability
- Being accountable, taking responsibility for the level of crime

Effective policing promotes the use of partnerships and problem-solving techniques. Patrol officers proactively address the immediate conditions that give rise to public safety issues such as crime and social disorder.

The police officer is the Department's representative to the community. All Department resources are centered around the patrol officers. The police officer maintains a leadership role in the commitment to community problem solving and the coordination of internal and external resources.





## CITY OF MADERA POLICE DEPARTMENT—ANNUAL REPORT 2015

# PATROL TEAMS

## WEEKDAY DAY SHIFT



**Officer Dave Herspring, Officer Richard Gonzales, Officer Ryan Vasquez, Cpl. Shawn Bushey, Sgt. Tom Burns, Officer Robert Hill, Officer Juan Gaona, Officer Warren Webb, Officer Matt Saucedo**

## WEEKDAY NIGHT SHIFT



**Officer Kenneth Hall, Officer Mark Adams, Officer Matt Autry, Cpl. Mark Trukki, Officer Michael Powell, Officer John Rosel, Officer Anthony Forestiere**



## CITY OF MADERA POLICE DEPARTMENT—ANNUAL REPORT 2015

# PATROL TEAMS

## WEEKEND DAY SHIFT



**Sgt. Felix Gonzalez, Officer Wayson Juarez, Cpl. Josiah Arnold, Officer Joseph Velazquez, Officer Steve Boehm, Officer Matt Tuckness, Officer Heath Middleton, Officer Richard Gonzales, Dispatcher Vicky Garcia and Charlena Sutherland (Retired)**

## WEEKEND NIGHT SHIFT



**Sgt. Brian Esteves, Officer Jason Valdez, Officer Brian Majors, Officer Sean Plymale, K9 Officer “Gunz”, Officer Chris Anaya, Officer Marcy Noriega**





## CITY OF MADERA POLICE DEPARTMENT—ANNUAL REPORT 2015

### CALLS FOR SERVICE & RESPONSE TIMES

The Police Department handled 52,277 calls in 2015. An increase of 4,833 over last year. A call for service does not necessarily mean the incident is a crime or criminal in nature. Calls for service can result in a report being taken, an area check being made, an arrest made of a criminal, or a simple discussion with a citizen. Calls for service are also not limited to requests from citizens. Calls for service include officer-initiated activities such as traffic stops and pedestrian contacts. The chart on page 14 identifies the top ten calls for service classifications. A goal of the Department's overall strategy for service delivery is to maintain an acceptable response time to calls for service. The Police Department works hard to maintain the lowest response times possible. Calls are defined into three categories:

Priority 1 –Emergency calls such as an armed robbery or burglary in progress. Average times for Priority 1 Calls:

**2014** - 3min, 49sec.    **2015** - 4min, 52sec.

Priority 2 – Urgent calls, such as a disturbance or a non-injury traffic collision. Average times for priority 2 calls:

**2014** - 4min, 12sec.    **2015** - 4min, 59sec.

Priority 3 – Non-urgent calls involving incidents that have occurred with no suspects, and no urgent need for an officer. An example is a vandalism that occurred the day before. Average times for priority 3 calls:

**2014**– 4min, 46sec.    **2015** - 6min, 50seconds



\*Response times listed are measured from the time the call is dispatched to the officer, to the time the officer arrives at the scene.



**CITY OF MADERA POLICE DEPARTMENT—ANNUAL REPORT 2015**

# Top 10 Calls for Service

**January - December 2014**

REQUEST OFFICER	2,631
SELF INITIATED CHECK SUBJECT	3,267
CHECK SUBJECT	1,076
BURGLAR ALARMS	1,621
CHECK VEHICLE	1,478
CHECK AREA	1,579
NOISE DISTURBANCE	1,582
CHECK WELFARE	1,106
PETTY THEFT	880
TROUBLE WITH SUBJECT	973

**January - December 2015**

REQUEST OFFICER	2,913
SELF INITIATED CHECK SUBJECT	2,204
CHECK SUBJECT	1,739
BURGLAR ALARMS	1,727
CHECK VEHICLE	1,710
CHECK AREA	1,690
NOISE DISTURBANCE	1,554
CHECK WELFARE	1,320
FIGHTS	1,072
TROUBLE WITH SUBJECT	1,005





## CITY OF MADERA POLICE DEPARTMENT—ANNUAL REPORT 2015

# Annual Arrest Statistics for Madera County

Annual Arrest Statistics			
Agency	2014 Arrests	2015 Arrests	Difference
CPD	399	331	-17%
MPD	1614	1586	-6%
MSO	1103	784	-29%
Probation	256	245	-4%
Total	3372	2884	-14%
Annual Total Arrests	4848	4405	-9%

Annual 1203.2 Arrests Statistics *	
Year	Total
2014	968
2015	961

Annual Citation Releases		
Year	Total	% of Total Arrests
2014	1368	28%
2015	1366	31%

\* 1203.2= Post Release Community Supervision



## CITY OF MADERA POLICE DEPARTMENT—ANNUAL REPORT 2015

### DISPATCH

The Communication Center is the hub of the Madera Police Department. In 2015 over 95,000 emergency and non-emergency calls from citizens residing within the City of Madera were received and processed, including Animal Control calls. Each call is evaluated and the appropriate personnel are dispatched to handle the situation. The Communications Center has three dedicated 911 trunk lines along with six non-emergency lines. At the touch of a single button we can transfer calls to surrounding jurisdictions. Calls are dispatched to officers via police radio. Dispatchers keep track of the officer's status as well as Code and Parking Enforcement officers activity via the Computer Aided Dispatch (CAD) system.

The Communications Center is open 24 hours a day, 7 days a week. The center is staffed with ten full time police dispatchers and one full time supervisor; all of whom are trained professionals dedicated to providing the highest level of public safety communications to the community. There are two to three dispatchers on duty at one time, working 12 hour shifts. Dispatchers serve as the primary link between the public and the police officers in the field.



**Kristine Hodges, Jolene Wyatt, Griselda Martinez, Joe Lopez, Martin Ramos, Barbara Miller, Laura Bulfinch, Marianne Croxen & Victoria Garcia**



## INVESTIGATIONS

The Madera Police Department Investigations Unit is led by Sgt. Johnnie Smith who supervises Detectives Brent Cederquist, Josh Chavez, Jason Gutknecht, Alicia Keiser and Shant Sheklanian. The Investigations Unit handled 761 cases in 2015. The Investigations Unit was able to close approximately 92% of the case load generated in 2015. This is a 3% increase of cases closed from last year.

Madera Police Investigators are responsible for investigating all felony cases that are reported in the City of Madera. Some of these cases include, but are not limited to: homicide, burglary, robbery, assault, narcotics, sexual assault, fraud, identity theft, missing persons, and any other high profile cases. Investigators are tasked with successfully completing these cases and preparing them for filing with the Madera County District Attorney's Office. They strive to be proactive in their approach to prevent and deter crime in Madera. Investigators identify crime trends and offer specialized training to patrol officers to proactively combat crime. It is the goal of the investigator to develop leads and information that will ultimately result in case closure and prosecution of the responsible parties.



Josh Chavez, Jason Gutknecht, Shant Sheklanian , Sgt. Johnnie Smith,  
Alicia Keiser & Brent Cederquist



## CITY OF MADERA POLICE DEPARTMENT—ANNUAL REPORT 2015

# CRIME STATISTICS

The Madera Police Department submits crime statistics through the California Department of Justice and then to the FBI under the Uniform Crime Reporting (UCR) Program. The nationwide data is available to the public and can be viewed at: <http://www.ucrdatatool.gov/>

Figure 1

	HOMICIDE	RAPE	ROBBERY	AGGRAVATED ASSAULT	VIOLENT CRIME	BURGLARY	LARCENY	MOTOR VEHICLE THEFT	PROPERTY CRIMES
2011	1	15	115	275	<b>406</b>	608	608	528	<b>1442</b>
2012	2	19	114	331	<b>466</b>	653	622	346	<b>1621</b>
2013	9	28	107	312	<b>456</b>	591	1011	256	<b>1858</b>
2014	6	17	72	210	<b>305</b>	472	1007	207	<b>1686</b>
2015	3	16	94	334	<b>447</b>	462	1135	325	<b>1922</b>

CRIME RATE PER 100,000 POPULATION

Figure 2

	HOMICIDE	RAPE	ROBBERY	AGGRAVATED ASSAULT	VIOLENT CRIME	BURGLARY	LARCENY	MOTOR VEHICLE THEFT	PROPERTY CRIMES
2011	1.6	24.10	185.10	422.6	<b>653.40</b>	978.50	849.70	492.50	<b>2320.60</b>
2012	3.20	30.30	181.50	527.10	<b>742.10</b>	1039.90	990.50	551.00	<b>2581.40</b>
2013	14.14	44.02	168.22	490.52	<b>716.92</b>	929.17	1589.49	402.48	<b>2921.15</b>
2014	6.43	26.72	113.19	330.16	<b>479.52</b>	742.08	1583.2	325.44	<b>2650.73</b>
2015	4.71	25.15	147.78	525.11	<b>702.77</b>	726.35	1784.45	510.96	<b>3021.77</b>

2014/2015 PERCENT CHANGE

Figure 3

HOMICIDE	RAPE	ROBBERY	AGGRAVATED ASSAULT	VIOLENT CRIME	BURGLARY	LARCENY	MOTOR VEHICLE THEFT	PROPERTY CRIMES
-50%	-5.9%	30.5%	59%	46.5%	-2.1%	12.7%	57%	14%

We have provided 5 years of information for your review, 2011 through 2015 (Figure 1). Looking at crime over time provides an accurate assessment of crime trends and provides a better basis for decision making. The UCR data also breaks down the data as contained in figure 1 to include a percentage per 100k population (Figure 2), based on Census figures of 63,605 population. We have also made a comparison on our crime statistics from one year to the next, 2014 to 2015 (Figure 3). A one year comparison holds little value in determining crime trends but is included here as another comparator when national media discuss whether crime is up or down.



## CITY OF MADERA POLICE DEPARTMENT—ANNUAL REPORT 2015

# CRIME STATISTICS

Note from the Chief:

On the previous page we described data unique to the City of Madera. It provides year to year data in order to determine a trend line for comparative purposes. The table below provides data on cities in our geographic region. Your reaction will be the same as mine when I looked at the data; I want to compare how the City of Madera “rates” compared to these other jurisdictions. Let me caution you that there are many variables that mold the crime in a particular town, city, county, state, region, or other jurisdiction. Consequently, truly “rating” Madera against these numbers is overly simplistic and an incomplete analyses. Again, like me you can’t help but make the comparison. The number then, since we are compelled to compare, that we should look at is the rate per thousand on the far right column. This number gives you the most appropriate comparison when comparing apples to oranges and in that number we see that Madera “rates” in the middle of the pack. Enjoy the numbers!

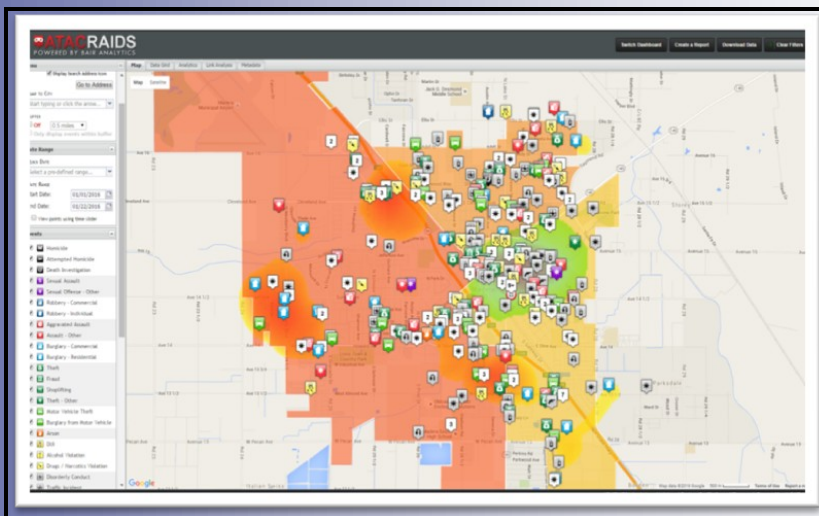
California 2014												
Part 1 Violent Crimes												
City	Population	Violent Crime	Murder and Nonnegligent manslaughter	Rape	Robbery	Aggravated assault	Property crime	Burglary	Larceny-theft	Motor vehicle theft	Arson	Rate per 1,000
Chowchilla	17,079	89	0	1	9	79	332	139	160	33	5	5.2
Clovis	100,705	216	1	28	48	139	3,064	791	2,065	208	12	2.1
Coalinga	16,445	121	0	5	6	110	315	78	204	33	11	7.4
Firebaugh	8,238	75	0	13	2	60	299	79	157	63	6	9.1
Fowler	6,032	49	0	3	4	42	158	55	79	24	2	8.1
Fresno	513,187	2,382	47	53	781	1,501	21,101	4,721	13,277	3,103	259	4.6
Huron	6,792	72	0	3	11	58	145	26	80	39	7	10.6
Kingsburg	11,762	34	0	4	5	25	318	88	174	56	3	2.9
Madera	63,495	415	6	15	72	322	1,686	472	1,007	207	12	6.5
Mendota	11,480	72	0	1	15	56	287	43	169	75	22	6.3
Orange Cove	9,704	10	0	4	1	5	151	44	48	59	3	1.0
Parlier	14,948	116	1	8	8	99	234	65	139	30	8	7.8
Reedley	25,186	199	0	7	20	172	460	142	236	82	4	7.9
Sanger	24,771	97	0	12	12	73	549	168	319	62	3	3.9
Selma	24,404	154	0	14	20	120	986	225	552	209	1	6.3



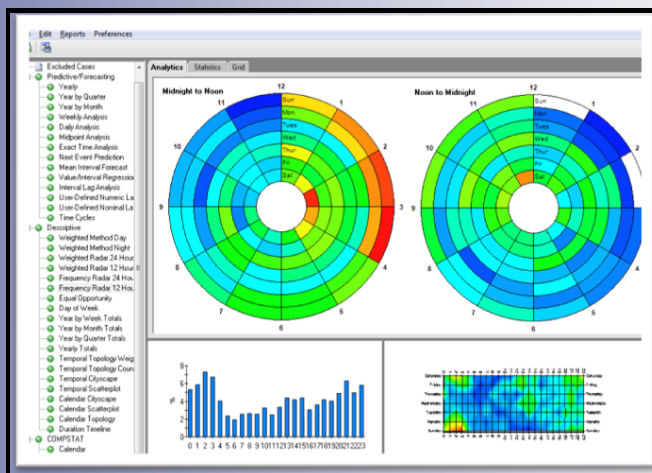
# CITY OF MADERA POLICE DEPARTMENT—ANNUAL REPORT 2015

## CRIME PREVENTION

RAIDS Online powered by Bair Analytics is the department’s new crime analysis tool. This new software auto publishes the city’s crime data from our CAD (Computer Aided Dispatch) systems and makes the information accessible to the public. The information is readily available from any computer or mobile device and can be accessed at <https://www.raidsonline.com>. Citizens can view crime for any date range and the victims identity is protected. At a click of a mouse the public can review the crime type, time, and general location of the occurrence.



The Department’s internal use of Raids online has tremendous advanced capabilities, which include trend analysis and chart creation of crime data. It also provides users with the capability to create density analysis, buffers, trends and several other features.







## CITY OF MADERA POLICE DEPARTMENT—ANNUAL REPORT 2015

# TRAFFIC

Traffic safety in the City is a high priority for the Police Department and arguably one of the most requested of police services. Five officers are assigned to traffic enforcement, Jason Green, Warren Web, Matt Saucedo, Mike Powell and Matt Tuckness. The Traffic Unit determines traffic needs by analyzing the specific cause of reported collisions and enforcing those particular vehicle code violations as well as those requests made by the public.

DUI enforcement remains a priority for the Department. The Madera Police Department participated in “Avoid the 21,” a regional DUI task force made up of all 21 police agencies in Fresno, Madera and Merced Counties. In addition the Madera Police Department receives Office of Traffic Safety funding for its DUI enforcement efforts. The Police Department Traffic Unit is committed to reducing the number of DUI drivers in our City through a combination of education and enforcement.



Unfortunately Office of Traffic Safety (OTS) data remains two years behind, 2013. Since 2013 we continue to see significant improvements in our traffic enforcement efforts.

We have pulled the latest data off of the Office of Traffic Safety web page, available at [http://www.ots.ca.gov/media\\_and\\_research/rankings/](http://www.ots.ca.gov/media_and_research/rankings/) As indicated on page 23. Madera is ranked with 102 other cities of similar size with population of 50,001-100,000. We have added our 2015 data for comparison to the OTS rankings. 2015 data, in red, shows significant improvements across the board with but a few exceptions.

**IMPORTANT NOTE #1:** The figures in the ranking column show as two numbers divided by a slash. The first number is the city of Madera ranking in that category. The second number is the total number of cities/counties within that “Group”. For instance, if you see “22/102”, that means that city ranks 22nd out of 102 cities of similar size.

**IMPORTANT NOTE #2:** Number 1 in the rankings is the highest, or “worst.” So, for a ranking of 1/102 would be classified as the highest or worst, 51/102 is average, and 102/102 is the lowest or best.



## CITY OF MADERA POLICE DEPARTMENT—ANNUAL REPORT 2015

### TRAFFIC STATISTICS

Type of Collision	2013 Vic- tims Killed & Injured	2013 OTS Ranking	2014 Vic- tims Killed & Injured	2015 Vic- tims Killed & Injured
total Fatal & Injury	134	60/103	86	58
Alcohol Involved	13	59/103	9	8
HBD Driver < 21	0	76/103	0	0
HBD Driver 21-34	6	54/103	5	5
Motorcycles	1	96/103	5	0
Pedestrians	9	70/103	23	12
Pedestrians <15	2	72/103	10	1
Pedestrians 65+	1	65/103	3	0
Bicyclists	14	44/103	8	7
Bicyclists <15	3	34/103	11	12
Speed Related	23	56/103	13	4
Nighttime (9pm-	9	68/103	11	4
Hit and Run	11	36/103	9	8
<b>Total DUI Arrests</b>	<b>2013</b>	<b>OTS Ranking</b>	<b>2014</b>	<b>2015</b>
	213	89/103	315	243





## CITY OF MADERA POLICE DEPARTMENT—ANNUAL REPORT 2015

# SERVICE COMPLAINTS

The Madera Police Department has guidelines for the reporting, investigation and disposition of complaints regarding the conduct of employees. We are required by law to investigate every complaint. Complaint forms are accessible to the public at the Madera Police Department and on the City of Madera web page. Complaints can take the form of a Service, Misconduct or Agency Complaints. The determination or type of complaint depends on the seriousness of the complaint or who initiates the complaint.

- Agency Complaints (AC) - initiated by the agency involving agency observed behavior.
- Service Complaints (SC) - initiated by the public on rude behavior or misunderstandings with the public.
- Misconduct Complaint (MC) – initiated by agency or public, involves violation of policy and City Rules and Regulations.

The numbers below outline 2014 and 2015 numbers of complaints .

### 2014

SC – 14

AC – 1

MC– 2

Sustained - 5

### 2015

SC - 2

AC - 0

MC - 7

Sustained - 2





## CITY OF MADERA POLICE DEPARTMENT—ANNUAL REPORT 2015

### K-9

The Madera K-9 unit consist of three handlers and three K-9 officers. They are Officer Matt Autry and K9 Partner “Haz”, Officer Sean Plymale and K9 partner “Gunz” and Officer Jerry Smith and K9 partner “Uno”. In 2015 all three handlers and their K9 partners attended 16 to 24 hours of formal training each month. With the exception of Uno the K9’s are cross trained in both apprehension and controlled substance detection. Uno is singularly dedicated to locating controlled substances. The K9’s are available for public outreach for schools, clubs, scouts, neighborhood watch etc... For scheduling and availability please contact Sergeant Brian Esteves @ 675-4234. In 2015 the unit received a generous donation from the Madera Evening Lions for the purchase of ballistic vests for the K9’s.



**Officer Matt Autry and his K9 partner  
“Haz”**



**Officer Sean Plymale and his K9 partner  
“Gunz”**



**Officer Jerry Smith and his K9 partner  
“Uno”**



## SPECIAL INVESTIGATIONS UNIT (SIU)

The SIU, an adjunct to patrol, focuses on reducing crime, fear and disorder through proactive policing strategies. This team has been highly successful in the endeavors they have undertaken. Their focus is on gangs, drugs, graffiti and AB109 compliance checks, as well as working as a resource to patrol on a referral system on issues identified as too extensive or involved for patrol to handle. SIU had a total of 298 arrest in 2015, 211 of those were felonies. In 2015 SIU seized 32 weapons, over 1500 grams of marijuana and over 1100 grams of methamphetamine.



**Daniel Denny (Chowchilla PD) Ronnie Lopez (CHP) Matt McCombs (MPD), Abel Perez (Probation), Richard Gonzales (MSO), Ryan Videgain (MPD), Ramiro Aguilera (Probation), Hector Garibay (MPD) Jerry Smith (MPD), K9 “Uno” (MPD) & Sgt. Gino Chiamonte (MPD)**



## POST REQUIRED TRAINING

In-service training consists of 24 hours of mandatory retraining over a two year period. In 2015 officers participated in a total of 44 hours of in-service training per officer. The training consisted of firearms (handgun/rifle/shotgun), weaponless defense and scenario based training, racial profiling, simmunition training, online and classroom CPR training, online first aid training, AED training, and mental health training. Officers also participated in training updates to include case law review and policy, POST firearms training (handgun/riffle) many other classes have resulted in an additional 3,400 hours of outside training for employees of the Madera Police Department in 2015.





## CITY OF MADERA POLICE DEPARTMENT—ANNUAL REPORT 2015

# VOLUNTEERS

The Madera Police Department Volunteer Program enables members of the community the opportunity for challenging and rewarding volunteer service to the City of Madera Police Department.

Volunteers for the Madera Police Department have the opportunity to contribute to the mission of the Madera Police Department by providing quality service to the community. Members of the Volunteer program are aware of the direct and indirect impact of crime on every day life and make a difference by proactively becoming role models in helping the Police Department provide services.

Volunteers offer assistance in the following areas:

General Office Work      Data Entry      Missing Person Follow-up Calls  
 Disabled Parking Enforcement

Assisting Officers in the Field with Vehicle Impounds & Storage      High Visibility Patrol

Fingerprinting Children      Providing Holiday Food for Needy Families

Other assistance to MPD Personnel and Officers in the field as needed.

Our active Volunteers have donated thousands of hours over this past year and are much appreciated by all members of the Department. To become a member of the volunteer program applicants must pass a background check and commit a minimum of 16 hours a month to the program. Applications are accepted on a continuous basis.



Carey Mendiboure, Jeff Upton, Donna Upton, Brenda Howe, Anita Eden, Juan Prudente, Eric Reyes, Lilibeth Aguilar

Jutta Webb, Esmeralda Mendez & Cristian Alvarado ( Not Pictured)

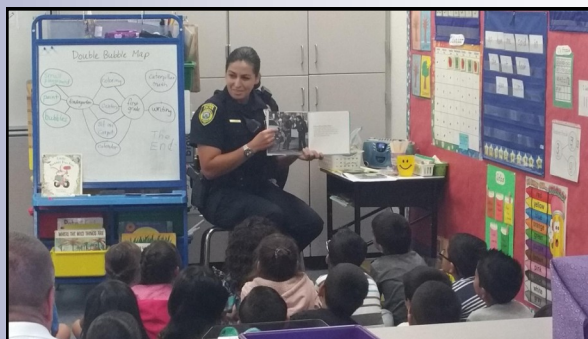
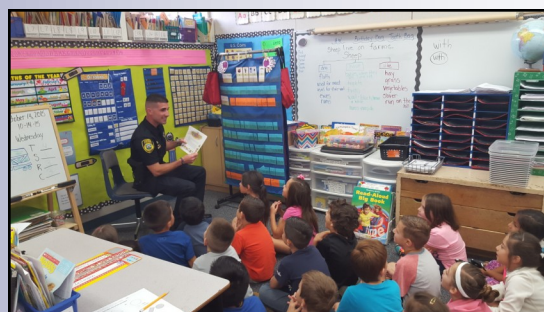


## CITY OF MADERA POLICE DEPARTMENT—ANNUAL REPORT 2015

# LEARNING WITH THE LAW

In an effort to reach out to the younger citizens of Madera we brought back an old outreach program and gave it a fresh name. Corporal Arnold named the rejuvenated program “Learning with the Law”. The objective of the program is to reach out to all elementary schools within the city limits and set up a time where officers could read to children at the school sites. Our intent with the program is to create an environment where children are comfortable approaching and speaking with police officers. Learning with the Law will allow their curiosity to blossom into questions, creating a dialogue between the children and the officers. It will also show a different side of the police officers to the children. This program is important because, for some children, the only interaction with a police officer might be during an enforcement stop or when officers respond to a call for service at their home. For children this interaction could be seen as negative based on the outcome of the stop or investigation conducted by the officer.

Since the program began, officers read at 9 of the 12 elementary schools, plus one private daycare, bi-weekly. Not only did the officers meet and build relationships with the children, but also allowed school administrators and officers to become acquainted with one another. This led to some of the officers being invited to school carnivals and in one case to serve as a spelling bee judge. Overall the program has been a great success.







## CITY OF MADERA POLICE DEPARTMENT—ANNUAL REPORT 2015

# COFFEE WITH A COP

In 2015 the Madera Police Department embarked on a new program called “Coffee with a Cop”. This national program provides citizens and police officers with the opportunity to interact in an agenda less environment, where citizens can ask questions of the officers, provide the officers with information regarding nuisances or criminal activity or just get to know them. We have hosted one event so far and are planning more events in the future. As we can see in the photos of the event we spoke to citizens of all ages. The event was deemed a success by all involved!





## CITY OF MADERA POLICE DEPARTMENT—ANNUAL REPORT 2015

# EXPLORER PROGRAM

The purpose of Law Enforcement Exploring is to provide young adults who may be interested in a career in law enforcement with a comprehensive program of training, competition, service and practical experiences. Character development, physical fitness, good citizenship and patriotism are integral components of the overall program. Through their involvement in the program, Explorers develop an awareness of the purpose, mission and objectives of law enforcement agencies. The support of the chief executive officer of the agency, along with a dedicated cadre of law enforcement professionals and adult volunteers who provide adult leadership, is essential to the success of any Post. Although Exploring depends on volunteer leadership, professional Exploring/Learning for Life executives are available to provide assistance and support.

In 2015 The Explorer program had a productive and eventful year. The Explorer Program entered a large competition in Sacramento, Ca and competed against other police agency explorer programs. The competition consisted of various law enforcement scenarios such as traffic stops, high risk stops, domestic violence, shooting skills, physical agility, DUI investigation, etc. The Explorers came away with a top ten finish out of 52 teams.

Part of the Explorer program is getting involved with the community and helping out Madera PD during special events or functions. These events included crowd control, parades, traffic control, children fingerprinting, bicycle safety programs and demonstrations, parking details, community dinner events, public relations booth, and other public events. In 2015 the Explorer program had 15 Explorers achieve a minimum of 100 hours of service to the department and community.





## CITY OF MADERA POLICE DEPARTMENT—ANNUAL REPORT 2015

# CITIZEN POLICE ACADEMY

2015 saw the graduation of classes 3 & 4 of the Madera Police Department Police Citizens Academy. This highly acclaimed program is offered to individuals who reside or work in the City of Madera. The 13 week academy was designed to provide a better understanding of the Department's operations as well as the Madera County criminal justice system. The Department views the citizen academy as their capstone program in their community outreach efforts. Two academy sessions are planned each year one in the spring (March) and the other fall (August). The courses are taught by members of our department according to their expertise. For information on the citizen academy please call 675-4203

### Graduating Class #3

Spring 2015



### Graduating Class #4

Fall 2015





## 2015 IN REVIEW

What did we accomplish in 2015

- Held two Citizens Academies
- 3 Town hall meetings
- 24 neighborhood watch opportunities
- Continued growing of Facebook to include videos (please like us on Facebook)
- GREAT (Gang Resistance Education And Training) to 1,200 fourth grade students in MUSD
- 1 retired dispatcher after 21 years of service
- Recruitment Testing— 4 cadets sent to Academy



Retired Dispatcher





## LOOKING AHEAD

- Continue to pursue and expand community outreach opportunities: Arguably, from our perspective, one of the most important components of policing the City of Madera.
  - Summer of 2016 will usher in our first kids camp.
  - Grow Learning with the law and Madera Police and Kids Together (MPAKT)
- Social Media : We are excited at the continued growth of our Facebook page and will be expanding our foot print slightly with the addition of You Tube. You Tube provides several outreach opportunities, providing storage for our videos that are more accessible than searching our FaceBook page. The component that we hope has the greatest impact is the live streaming of town hall meetings or other functions that bring real time events to our citizens. Please continue to “like” our page and “favorite” our you tube site.
- Neighborhood Watch will also continue to be a priority . Growing our partnerships is a key component to successfully dealing with crime.
- No, we haven’t forgotten that crime still remains an issue. We will be diligent on bringing down our numbers and making Madera a safer place to live!!





CITY OF MADERA POLICE DEPARTMENT—ANNUAL REPORT 2015





**CITY OF MADERA POLICE DEPARTMENT—ANNUAL REPORT 2015**





## CITY OF MADERA POLICE DEPARTMENT—ANNUAL REPORT 2015



### MADERA POLICE DEPARTMENT

#### Chief of Police

Steve Frazier

(559) 675-4201

#### Commander

Dino Lawson

(559) 675-4212

#### Investigation Sergeant

Johnnie Smith

(559) 675-4291

#### Patrol Sergeants

Daniel Foss

(559) 675-4246

Felix Gonzalez

(559) 675-4251

Tom Burns

(559) 675-4256

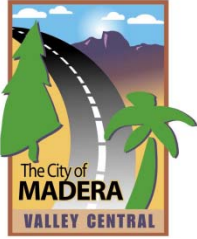
Brian Esteves

(559) 675-4234



**Return to Agenda**

Item:	B-1
Minutes for:	8/19/15
Adopted:	3/02/16



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

**August 19, 2015  
6:00 p.m.**

**Council Chambers  
City Hall**

**CALL TO ORDER**

The regular meeting for 8/19/15 was called to order by Mayor Poythress at 6:00 p.m.

**ROLL CALL:**

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

Others present were City Administrator David Tooley, City Attorney Brent Richardson, City Clerk Sonia Alvarez, Director of Community Development David Merchen, City Engineer Keith Helmuth, Chief of Police Steve Frazier, Director of Human Resources Wendy Silva, Chief Building Official Steve Woodworth, Deputy City Clerk Gabriel Rodriguez, Parks Business Manager Mark Etheridge, Public Works Administrative Analyst Jason Rogers, Redevelopment Agency Manager Bob Wilson, Fire Chief Nancy Koerperich, Battalion Chief Jim Forga, and Battalion Chief Matt Watson.

**INVOCATION:** Pastor Barry Benard, Westside Church

The invocation was given by Pastor Randy Brannon from Grace Community Church in place of Pastor Benard who was unable to attend.

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

**PUBLIC COMMENT:**

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

No comments were offered.

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

Deputy City Clerk Gabriel Rodriguez announced that pursuant to Government Code Section 54957 members of the public are advised that documents related to the following agenda item were distributed to

Council than 72 hours before this meeting; under Section B, Consent Calendar, item B-6, consideration of a resolution approving additional rebates to be added to the existing water conservation rebate program; the resolution was distributed to the Council this evening. Mr. Rodriguez advised that extra copies are available at the podium for members of the public wishing a copy.

Mayor Poythress recognized and welcomed Supervisor Brett Frazier present this evening and who is one of their former colleagues on the City Council. He added that he is also a current colleague since he is across the street.

Supervisor Frazier stated from the audience that they are all working together.

**A. WORKSHOP**

There are no items for this section.

**B. CONSENT CALENDAR**

- B-1 Minutes – There are no minutes for consideration.
- B-2 Information Only – Warrant Disbursement Report
- B-3 Consideration of a Resolution Approving a Memorandum of Agreement between the Central Valley Opportunity Center and the City of Madera for Drought Relief Temporary Job Creation, and Authorizing the Mayor to Execute the Memorandum of Agreement on Behalf of the City and Authorizing the City Administrator to Execute Future Workplace Placements of Additional Program Participants (Report by Mark Etheridge)
- B-4 Consideration of a Resolution Approving First Amendment to Agreement with O'Dell Engineering to Modify the Scope of Work for Design Services for Knox Park Rehabilitation, CIP Project No. PK-59; and to Add the Scope of Work for Construction of Inclusive Play Structure at Centennial Park, CIP Project No. PK-61; and Authorizing the Mayor to Execute the Amendment to the Agreement on Behalf of the City (Report by Mark Etheridge)
- B-5 Consideration of a Resolution Authorizing Participation in the State Interagency Intercept Collections Program and Authorizing the Mayor to Execute the Intent to Participate and Any and All Documents Necessary to Facilitate Participation in the Program (Report by Brent Richardson)
- B-6 Consideration of a Resolution Approving Additional Rebates to be Added to the Existing Water Conservation Rebate Program (Report by Dave Randall)

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

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

**RES. NO. 15-178      A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING A MEMORANDUM OF AGREEMENT BETWEEN THE CENTRAL VALLEY OPPORTUNITY CENTER AND THE CITY OF MADERA FOR DROUGHT RELIEF TEMPORARY JOB CREATION, AND AUTHORIZING THE MAYOR TO EXECUTE THE MEMORANDUM OF AGREEMENT ON BEHALF OF THE CITY AND AUTHORIZING THE CITY**

**ADMINISTRATOR TO EXECUTE FUTURE WORKPLACE PLACEMENTS OF  
ADDITIONAL PROGRAM PARTICIPANTS**

**RES. NO. 15-179**      **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING FIRST AMENDMENT TO AGREEMENT WITH O'DELL ENGINEERING TO MODIFY THE SCOPE OF WORK FOR DESIGN SERVICES FOR KNOX PARK REHABILITATION, CIP PROJECT NO. PK-59; AND TO ADD THE SCOPE OF WORK FOR CONSTRUCTION OF INCLUSIVE PLAY STRUCTURE AT CENTENNIAL PARK, CIP PROJECT NO. PK-61, AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT TO THE AGREEMENT ON BEHALF OF THE CITY**

**RES. NO. 15-180**      **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AUTHORIZING PARTICIPATION IN THE STATE INTERAGENCY INTERCEPT COLLECTIONS PROGRAM AND AUTHORIZING THE MAYOR TO EXECUTE THE INTENT TO PARTICIPATE AND ANY AND ALL DOCUMENTS NECESSARY TO FACILITATE PARTICIPATION IN THE PROGRAM**

**RES. NO. 15-181**      **A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING ADDITIONAL REBATES FOR THE WATER CONSERVATION REBATE PROGRAM**

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

**C-1      Second Reading and Consideration of Adoption of an Ordinance Rezoning a 2.03 acre Portion of the Riverside Villas Subdivision from the PD-4500 (Planned Development) Zone District to the PD-6000 (Planned Development) Zone District**

Community Development Director David Merchen stated that as the Mayor noted, this is the second reading of an ordinance that was introduced by the City Council at the last meeting, he believes. He noted that this is a cleanup item that is necessary to support the next item on the agenda which is a modification to the Riverside Villa Subdivision Map. He added that it is sort of after the fact noting that it is a little unusual from that perspective. He advised that the change in the General Plan would be a reduction in density to allow a little bit larger lot size to respond to market conditions. They think it is a better fit for the neighborhood; better fit for the market. As he mentioned, the General Plan is necessary as a precedent to the amendment to the subdivision map itself. Mr. Merchen offered to answer any questions.

Mayor Poythress asked if there are any questions for Mr. Merchen. No questions were asked and Mayor Poythress announced that they would have title read.

The ordinance was read by title by the Deputy City Clerk.

**ON MOTION BY MAYOR PRO TEM OLIVER, AND SECONDED BY COUNCIL MEMBER MEDELLIN, FURTHER READING WAS WAIVED, AND ITEM C-1, ORD. NO. 926 C.S. WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.**

**ORD. NO. 926 C.S.      ADOPTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING THE OFFICIAL CITY OF MADERA ZONING MAP TO REZONE APPROXIMATELY 2.03 ACRES OF PROPERTY LOCATED IN PROXIMITY TO THE INTERSECTION OF RIVERSIDE DRIVE AND MERCED STREET FROM THE PD-4500 (PLANNED DEVELOPMENT) ZONE DISTRICT TO THE PD-6000 (PLANNED DEVELOPMENT) ZONE DISTRICT**

**C-2 Public Hearing and Consideration of a Resolution of the City Council of the City of Madera to Approve the Amended Map for Riverside Villas of Madera Subdivision No. 06-S-04**

City Engineer Keith Helmuth stated that this item represents an amendment to the subdivision map for the Riverside Villas. He commented that it has already been seen with the zone change portion of the project. He advised that typically the Council would not see a final map be part of a public hearing. He noted that State Code however, requires that an amended map may be subject to such hearing. He added that that same code also sets several conditions or triggers under which an amended map can be permitted. He advised that staff has determined that an amendment is allowed based upon the finding that there are changes in circumstances that make any or all of the original conditions of the map no longer appropriate or necessary, that the modifications do not impose any additional burden on the fee owners of the real property, and that modifications do not alter any right, title, or interest in real property reflected on the originally recorded map. They made that finding and they feel the map can go forward. Mr. Helmuth offered to answer any questions prior to starting the public hearing.

Mayor Poythress asked if there are any questions for Mr. Helmuth in regards to this item or clarification. No questions were asked and Mayor Poythress opened the public hearing. No comments were made.

Mayor Poythress closed the public hearing and brought the item back to Council for consideration of the resolution.

**ON MOTION BY COUNCIL MEMBER BOMPREZZI, AND SECONDED BY COUNCIL MEMBER ROBINSON, ITEM C-2, RES. NO. 15-182 WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.**

**RES. NO. 15-182 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING THE AMENDED MAP FOR RIVERSIDE VILLAS OF MADERA, SUBDIVISION MAP NO. 06-S-04**

**C-3 Second Reading and Consideration of Adoption of an Ordinance Amending Title IX of the Madera Municipal Code to Add Chapter 4 to Provide an Expedited Streamlined Permitting Process for Small Residential Rooftop Solar Systems**

Chief Building Official Steve Woodworth stated tonight is the second reading for the consideration and adoption of the ordinance amending Title IX of the Madera Municipal Code and adding to Chapter 4 to provide an expedited permitting process for small residential rooftop solar installations for those under 10 kilowatts. Mr. Woodworth offered to answer any questions.

Mayor Poythress asked if there are any questions for Mr. Woodworth. No questions were asked and Mayor Poythress called for reading of title.

The ordinance was read by title by the Deputy City Clerk.

**ON MOTION BY COUNCIL MEMBER RIGBY, AND SECONDED BY COUNCIL MEMBER MEDELLIN, FURTHER READING WAS WAIVED, AND ORD. NO. 927 C.S. WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.**

**ORD. NO. 927 C.S. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA AMENDING TITLE IX OF THE MADERA MUNICIPAL CODE TO ADD CHAPTER 4 TO PROVIDE AN EXPEDITED, STREAMLINED PERMITTING PROCESS FOR SMALL RESIDENTIAL ROOFTOP SOLAR SYSTEMS**

**D. WRITTEN COMMUNICATIONS**

**D-1 Consideration of a Written Request by the Original Madera Kiwanis Club Seeking Council Approval to Cover the Cost of Police and Public Works Fees in Conjunction with the Old Timer's Day Parade**

Chief of Police Steve Frazier stated the Council has before them an annual request by the Kiwanis Club for the City to cover those costs. He noted that the report identifies what that cost is and they are seeking Council's approval to move forward.

Mayor Poythress asked if there are any questions of Chief Frazier. No questions were asked and Mayor Poythress announced that he would call for a motion and vote.

Council Member Medellin stated that once again they look forward to the Old Timer's Day Parade. He added that it is one of the cherished traditions of Madera. He stated his appreciation for what the Kiwanis Club does and that they offer all their time.

**ON MOTION BY COUNCIL MEMBER MEDELLIN, AND SECONDED BY COUNCIL MEMBER HOLLEY, THE MOTION TO APPROVE COVERING THE COST OF POLICE AND PUBLIC WORKS FEES IN CONJUNCTION WITH THE OLD TIMER'S DAY PARADE WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.**

**E. ADMINISTRATIVE REPORTS**

**E-1 Weekly Water Conservation Reports**

Jason Rogers, Administrative Analyst for the Public Works Department, stated he is in for Dave Randall tonight. Mr. Rogers stated that in regards to water consumption, overall, the City has reduced water consumption by 28% for the month of August compared to 2013. During the week of August 3<sup>rd</sup> through the 9<sup>th</sup> they saw a 28% reduction while last week, they only saw a 27% reduction. He added that during the two previous weeks, Public Works received a total of 10 calls in regards to water leaks and all of those water leaks were repaired within 3 days. In regards to water citations, Mr. Rogers stated they had a total of 54 during the past two weeks with most of those being citations for first offense. He noted that this is a bit of an increase from previous weeks and part of that is due to the increased water patrol and increased night patrols they started.

In regards to their rebate program, Mr. Rogers advised that during the past two weeks they spoke with 18 customers which resulted in 13 applications. He stated that 10 of them were for turf replacement while 2 were for toilets, and 1 was for a smart irrigation controller. In the future, they are expecting an increase in interest in the rebate program partly because the State recently announced two new rebates in regards to the turf replacement program and a toilet replacement program. Regarding the turf replacement, the State is offering up to \$2.00 a square foot for a total of \$2,000. He advised that this is intended as a supplement to what local agencies are already providing. He noted that the City is providing \$0.75 a square foot for turf replacement which means that if they apply for the City's and for the State's, the State would rebate them a \$1.25 per square foot bringing the total up to \$2.00 a square foot. He explained that the big difference between the State's turf replacement rebate and the City's is that they do not cover synthetic turf while the City's does. In regards to their toilet replacement program, the state is offering \$100 maximum rebate for low flow toilet replacement while the City's is \$50. He explained that for this one they can use both of them and get the State rebate and the City rebate so they have a potential of getting \$150 in rebates for replacement of a toilet. Mr. Rogers advised, for this program, it is only available right now to single family residences and it is limited to one rebate per household.

Mr. Rogers advised that during the past couple of weeks they have also had a couple of turf replacement programs finish up and they wanted to show the Council a couple of those and what they looked like. He explained that displayed is one of the first ones that finished up under the program. They took out the grass and put in some nice AstroTurf; cleaned it up a bit. He displayed a second one and explained that they did some extensive work and really took out a lot of stuff, put in some more patio, and limited the type of plants

and everything that was there. He advised that this program seems to be drawing a lot of interest right now. He added that most calls they are getting are regarding the turf replacement program. They do expect that to increase with the announcement of the State's rebate as well. Mr. Rogers offered to answer any questions.

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

Mayor Poythress asked Mr. Rogers if he has any year to date numbers on their water conservation from whenever the conservation program started. He knows they are looking at it on a weekly basis, and for the most part, they have been well north of their goal. He was just kind of curious if they were...

Mr. Rogers replied that since June of 2015, they are at 36.4%. They are above the 28% mandate.

Council Member Bompreszi referred to the turf placement program and asked if people have just put the turf in, before the rebates, can they apply for any rebates.

Mr. Rogers responded no because it has to be after the date that it went into effect. He noted that it is the same with the State as well. He believes it is anything after August 12<sup>th</sup> with the State.

## **E-2 Request for Direction Regarding Public Safety Tax**

City Administrator David Tooley stated that the County of Madera is currently considering placing a half-cent sales tax measure on the June 2016 ballot. He advised the purpose of that sales tax measure would be to support public safety. He commented that Madera County has inquired as to whether or not the City would consider participating in a proposed tax measure for consideration by the electorate. In order for the Council to make that decision, they are going to provide some presentations this evening on how the use of funds might be spent. He added that he wants to be very clear that this is the beginning of a conversation. He noted that they, as a Council, have placed a very high premium on citizen engagement. He knows they are going to want to hear what people have to say and then that will, in large measure, define what the service delivery and financial plan looks like. He asked that they please, tonight, consider this the beginning of a conversation. Mr. Tooley advised that he is going to turn it over to their public safety professionals beginning with Chief Frazier and then he will have a few concluding remarks when they are through.

Madera County Supervisor Brett Frazier stated he just wanted to say thank you for having this conversation. He apologized for stepping in but, he just wanted to say thank you for looking into this. He noted that the City's citizenry is their citizenry with the County. They want this to be something they can engage in a conversation with the City and have real good healthy dialogue with the Council. He knows because he got to sit up here and understand that the thought process through the City is always a very thoughtful one. They are not going to do anything without looking at every aspect of it and that is going to be invaluable to their sales tax measure being ultimately successful. He just wanted to say thank you for even having this conversation and knowing how important public safety is for the City's citizens and the County's as well.

Chief of Police Steve Frazier stated he is going to pull a "Crazy Ivan" on the Council. He explained it is a term that law enforcement uses for a quick change in direction. He was supposed to stand up here and tell the Council why and what the City would look like if they had this tax measure. He thinks that explanation is much easier for his brothers and sisters in the Fire Department than it is for the Police Department (PD). He noted that Fire has a fire engine that costs millions of dollars. It takes so many people to staff that but, for a law enforcement agency, it's those officers going out and working on the street day in and day out. He wants to add and give credit to those men and women who do that on a daily basis that really, for the most part, you wouldn't know how bad things really are because they work their tails off, day in and day out, to provide a level of service to the City. If he started out by saying this is what it would look like, he doesn't think he could do that justice without starting first with where they are today. He is, unfortunately, going to paint a fairly bleak picture. Before he even gets to the slides, he wants to kind of go over that. In some of the slides, he will be a little bit redundant because he will talk about them again.

Chief Frazier stated that they gauge their ability to provide a level of service based upon what is called proactive patrol, free patrol, whatever you want to call it. He advised that three years ago when the Council and Mr. Tooley put him in this position, he sat down with the very capable that run the Madera Police Department and they had a plan on how they could change law enforcement in the City of Madera. He thinks they have been successful in a large portion of that plan which involved reaching out to the community; asking for partnerships. They did that. One, because they thought it was the right thing to do. Two, because they look at their numbers, and he has been before the Council and he has explained this before, but they looked at those numbers and realized that as an agency, for the past 10 years and probably longer, they didn't have an impact on crime. He commented that crime was pretty much status quo. If they remember his first annual report, they were twice the national average. They had some significant crime issues and they embarked on a plan to reduce that. He stated that again, he thinks they have made great progress. He thinks their neighborhood watch, their town hall meetings, their citizens academies are all great avenues for them to have an impact on crime but it is moving much too slowly. He noted that a testament to that is in a town hall meeting where they had 16 people attend and they were talking about a topic that was on events that had happened nationally in active shooter type events. He is trying to lay the groundwork just a little bit to kind of let them know the status of where they are at now.

Chief Frazier commented that he has gone to town hall meetings, he has gone to neighborhood watch, and he has asserted to the community that they are going to put their motor officers all in one group, have them focus on a certain day and time, or week, and have them go out and be productive. He has not been able to be true to his word because he doesn't have enough bodies to do that. He has shared with them in the past too, noting that as a Council Member they are fully aware of this, that the chief complaint they get as a department is traffic. He commented that arguably that is a problem in the City of Madera. He advised that this week marked the start of school. Obviously, they have had a lot of requests for appropriate patrol around the neighborhoods from both citizens as well as a department. They knew that was something that they had to do. They staffed their motor unit to work this week all together focusing on areas around the school. Three days later, and they have two more days to go, they have issued 261 tickets. He noted that if you don't think Madera has a traffic problem, guess again, they do. He restated 261 tickets noting that none of those are parking violations; those are all moving violations. Chief Frazier stated that the 261 tickets cost the Police Department, and therefore the City, \$7,200. He asked why \$7,200 and stated it is because he can't afford to pull his traffic units and place them on a team as a unit without impacting patrol. He has to do those functions on an overtime basis.

Chief Frazier advised that he would get back to July 25<sup>th</sup>. He sent Council an email in regards to another proactive activity. They teamed with Parole, Probation, and Department of Corrections (DOC). They had 28 people out working and they made 28 arrests over a 3-day period; all of them felonies. He advised that 16 of those arrests were gang members. They took two firearms off the street and several high capacity magazines. He restated again, at a cost which he can't even tell them because he doesn't know how much Probation and DOC contributed to that but, probably a like kind amount of \$7,000 for the City of Madera to participate in what they call a directed patrol. Their ability to provide directed patrol is contingent solely on their ability to pay overtime because he doesn't have the bodies to move them forward and be as proactive as they would like to be.

Chief Frazier stated that some of the things he talked about initially, when he came before the Council as their new Chief, was that they would begin paying attention to the data and they were excited about that. He noted that provides an opportunity for them to look at the data, know where they need to be as a law enforcement agency and be proactive, and put themselves in front of crime as opposed to just responding to crime. They have been out of that business for the past 7 or 8 months because of software updates and changes but, they are excited at the potential, when they get back into that, that they can truly have an impact. He noted however, that impact is contingent on one thing, proactive. Being in front of crime takes people. Last year alone they responded to 60,000 calls for service. He noted that takes a significant deal of manpower to have that level of service and be able to go out and respond timely, and make sure that they take care of the level of business. In order for them to be proactive, pay attention today, he has to have people available and not responding to calls to be in the right place at the right time. He stated that is difficult for them to do.

Chief Frazier advised that he would stop with the doom and gloom just for a moment and he is going to catch them up on the slides. He advised what they are looking at is \$3.5 million divided equally; \$1.8 million per agency. He noted that because it is a special tax it requires a 2/3 vote and it is yet to be determined whether that is a June or a November election.

Chief Frazier discussed justification. He advised that three years ago, they talked about not having enough bodies and coming up with a plan. Pre-recession, they had 61 sworn. Today they have 57 sworn. He noted that the Federal Bureau of Investigation (FBI) has come up with a standard that they say law enforcement should be able to meet in order to be proactive and productive, and that is 1.5 officers per thousand. He advised that the City is less than 1 noting that is a number that is arbitrary. It is not based on any hard data that anybody can find. It is based upon the FBI, which in their terms, stands for famous but incompetent. He commented that it really isn't a number that should hold a lot of value but it is a number that a lot of people should be familiar with. It is simply there to let them know kind of where they stand as a City through the eyes of the FBI.

Chief Frazier stated that today, for Council to make decisions, they asked their department to do a workload study. They did that. They started looking at the numbers in order to justify this both to the citizens as well as to the Council. They have to look at where and how they work. He referred to the percentages displayed: 45%, 19% and 27%. He noted that the Council has an idea of what that is because they have the paper before them but to everybody else, 45% is the number that most cities try to achieve in proactive policing. He stated that number is truly dependent upon the Council. They decide what City they want. They decide therefore, on a level of proactive policing that they are happy with and what they want to see out of their community. Chief Frazier stated that at 45% proactive policing, they think they can have a greater impact.

Chief Frazier referred to the 19% proactive policing and advised that is where they are today. It is the Madera Police Department with the motor units separated, 19%. He asked how much proactive policing do they think gets accomplished at 19%. He replied that it is very little and added that it was a rhetorical question. He advised that often times, just to run a shift, they have to bring someone in on overtime.

Chief Frazier referred to the 27%. He stated he has already established that they have a traffic issue in the City of Madera as evidenced by 261 tickets in three days. If he stops motor service, if he puts all those guys back in a patrol car and adds them to the team, that is five officers, then he can reach 27% proactive policing. He noted that still, in his opinion, is an inadequate number.

Chief Frazier stated that now, they can start saying that the future is potentially bright if they are able to get a sales tax to pass. He advised that he started their Citizens Academy last Thursday. He noted that the first class is his and Commander Lawson's class. He joked that Commander Lawson doesn't get to talk much and he cries about that a lot. Chief Frazier commented that it is his class and they talk about why they are here, why they are having a Citizens Academy. So he threw out kind of a what if question. He prefaced his question by explaining to them that on any given day, in a City of 62,000, he may only have four officers patrolling everybody. He stated that is not by choice; by choice he has six. Right now, they staff six. That is the most they can staff on a shift and still have motors, still have SIU (Special Investigation Unit), still have someone participating in MADNET (Madera County Narcotics Enforcement Team), still have those specialty units, which have a great impact on the City, but that leaves patrol at sometimes four. He asked why do they have only four officers working and stated well, they have long term absences. He would like to say that this was an easy job. He commented that it is when you are chief and when you are a commander because you sit on your butt behind a desk. For the men and women out on the street, it is hazardous and you get hurt, and sometimes those injuries are fairly long lasting. This is what they refer to as long term absences. They average about five. Then they have to factor in vacations, sick leave and other things so you take five and he runs four teams. He noted that means one team is missing two people right out of the gate if he has those long term absences, and then he factors in a vacation. If that is the team that is missing two, that team is down three bodies. If he staffs his team with six that leaves three. He can't go below four. That is what they call a minimum staffing level so he has to bring in and pay someone overtime in order to have enough people to go out and police the City of Madera. He stated that



most of them probably didn't know that and again, because their men and women work their tails off so that you don't notice that there aren't a lot of people out there. He recalled a time, in fact, when Commander Lawson was out on shift that they had two homicides. He advised that whole shift was tied up for hours with those. There was absolutely no one to send. He thinks they had the SO (Sheriff's office) and CHP (California Highway Patrol), allied agencies, providing law enforcement service to the City of Madera. He recalled that it was Green Way and Robinwood. He doesn't know why that stuck with him; it just did. He advised that to a PD that is not a good position to be in when you have to rely on someone else to provide a level of service that you take great pride in delivering.

Chief Frazier commented that in order for Madera to achieve a 45% proactive position, they have to add seven positions but with those seven positions, they have to move motors back to patrol. He stated that is a choice of the Council if that is what they want to see or they add nine positions and leave motors to focus on traffic. That gets them to their 45% patrol. Chief Frazier noted that when they add bodies, bodies require stuff; bodies require safety equipment; bodies require supervision; bodies require vehicles; and support personnel when they add additional bodies. He advised that there are a lot of things that start to trickle down that will impact the City.

Chief Frazier stated that some other things that would benefit them greatly, if they had the bodies, if they had the personnel. He advised that they began public outreach in a number of ways with one being their Citizens Academy, but social media, he thinks, they have been very successful in Facebook. He thinks it provides an avenue for the community to be aware of who they are, what they do and when they do it but, they have really only been limited to exploring Facebook just because they realized it takes a lot more time to manage that than what they expected. Their anticipation, noting that the Information Systems Manager is not here to back him up on this, was that they were going to explore all social media. In fact, he just learned one today, Periscope. He asked if they are familiar with that. He explained that it is videos from a personal perspective. He thought that would be really cool for the PD to be able to do that.

Council Member Rigby stated he used Periscope on his ride-along.

Chief Frazier stated he thinks there are opportunities like that for them to pay attention and continue moving their partnering efforts forward. He advised that clearly, they think that is the way to go but, they are still a law enforcement agency and they still have to provide a level of service to each and every one of them and there should be an expectation that that level should be here.

Chief Frazier commented on some of the other things. One is social media and they could certainly improve that. License plate readers allow intelligence. They allow them to take a picture of those and weigh in on whether they are stolen, whether there is a "BOL" (be on the lookout) for them. Ticket writers can reduce ticket writing time from 10 minutes to 5 minutes. They have a beautiful river trail that is used for jogging and walks in the evening but, that river trail is along the river. It has limited access. He advised that you can't always get a car down there and the motors aren't always readily available so they thought by putting a call box and cameras down there that could be monitored by dispatch, would allow them to keep an eye on that, and it would be an advantageous thing for this community. If they paid attention to the news in any way, shape or form, Fresno has new technology in what they call ShotSpotter where there are cameras and microphones put up throughout the City and when a gunshot is fired, it zooms in on a map and tells their dispatch right where it occurred. He advised that the cameras focus on that area and he thinks they have actually had some success in bringing some folks in to custody as a result of that technology. Regarding body worn cameras, Chief Frazier stated that they know that is a foregone conclusion; it is coming. Whether that is a tax initiative or not; who knows. He added that last week they got an email from Council Member Oliver that talked about streetlights as a crime prevention tool. He thought it was a great article on it, and he thinks there is some significant value in exploring that. They have a lot of older neighborhoods that don't have streetlights and streetlights act as a deterrent for crime. He restated that is certainly worth exploring. That is their job to find other avenues in order to reduce crime.

Chief Frazier noted that suffice it to say, that change is necessary and needed, and really, if they are looking at nine bodies, they are looking at \$900,000 that the Council will be faced with. They are looking at support

personnel. They are going to use up \$1.8 million. He stated that their department needs that in order to sustain its service delivery or improve its service delivery. Chief Frazier stated he is going to stop there. He hopes one, that he hasn't disillusioned anybody. He noted that they have a great Police Department of men and women who absolutely have the City's best interest in mind and they work very hard in providing that level of service. He is very proud, very lucky to be where he is at and he wants to thank them for that but, some attention has to be paid to that service in order for them to improve, in order for them not to wear themselves out to the point where they see an increase in injuries and their five is now ten on long term disability because that is the eventual outcome. Chief Frazier offered to answer any questions.

Mayor Poythress referenced the report regarding the network manager where it says they have no interest in this position unless they are permanently assigned to the PD and that they can only be used for emergencies. He asked who would determine an emergency. Would it be the Chief or Mr. Tooley?

Chief Frazier replied that would be Mr. Uyesaka, the Information Services Manager. He stated what they have before them, and he probably should have come out with the qualifier first, is that this is a process that the PD took to identify things that the PD thought were important and paid attention to. He noted that the things that are listed here, nothing is set in stone. He hopes that the Council decides to move forward, and moving forward that there is some committee that comes together and they sit down. He added that ultimately, everything that is here is a Council decision. For example, whether that 45% is appropriate or how they spend \$1.8 million if they get those things passed. He noted those are questions where the Council has to make that "valuative" judgment whether it is appropriate or not. He advised that these are just suggestions that are thrown out there; nothing is set in stone. Chief Frazier explained that the reason that came up is that they have had the pleasure to work with someone who was assigned directly to the PD. He noted this is not an indictment on Mr. Uyesaka and he has done a great job but he's got really, quite frankly, few resources to accomplish that job. Chief Frazier stated that as a PD, there is an expectation that their response is quick because their job requires them to have access to those kinds of things, and Mr. Uyesaka has done the best job that he can. Again, their experience is that if they have someone that is there in the department, they get a better level of service, and they get a quicker turnaround.

Mr. Tooley stated in the interest of full disclosure this is an ongoing discussion within the organization. He noted that he and the Chief do not see eye to eye completely on this issue, and it is one that they need to work through before they bring the Council a recommendation, that ultimately, the Council makes the determination on.

Council Member Medellin stated he has more of a statement than a question, and also along the lines with Mr. Tooley, he thinks they are just starting their discussion right now. Nothing is really set in stone. He just wants to be clear that seven to nine officers just brings them to status quo. He noted these are not additional officers. These are not above and beyond what they could use to help in the fight against crime but, this would bring them to status quo. He stated he will keep his comments brief until the very end but when he came on City Council in 2011, their theme here, their cheer was doing more with less, and not just PD, but all departments. He noted that doesn't stop crime; that doesn't stop their growth. They are now in 2015 and they need to pay attention to that. He restated that seven to nine officers really just brings them to where they should be anyway. Where the money comes from is to be determined but crime is not going to take a backseat anyway.

Mayor Pro Tem Oliver referred to the SIU (Special Investigation Unit) sweeps. He knows they have had a lot of success in that regard when they do happen. He knows that often, they are in response to frequency and that type of criminal activity whether it be gangs or other specialized efforts. He stated that with regard to ability to pay and having the resources to pay for overtime, he knows that is a financial decision the Chief has to make as a leader of their department but, that is also a multi-agency effort. He asked if they find, that other agencies' inability to pay or have those resources set aside, ever stunting any progress or ability to go out and dispatch those guys for those targeted activities.

Chief Frazier responded yes. They had 28 to 30 people out on July 25<sup>th</sup>. He stated that is probably a once a year occurrence. They try and do that quarterly within the PD and they invite their partners to participate

but they don't always get an acceptance of that based upon their ability to pay their overtime and everything else. The event they had on July 25<sup>th</sup>, for 2015, will probably be it. He stated that as an agency, they will have other directed patrols where SIU and their detectives, and whoever else is not working patrol, will go out and do their thing.

Council Member Robinson stated that because of Proposition 47, crime is really increasing because the criminals are not afraid to go to jail because they might get out the next day. He added that he was at Save Mart the other day and they had a security officer standing right beside the door. He said, wow you have security here, huh? And they said, yeah because people are taking stuff and running out the door.

Chief Frazier stated that is a true statement. He commented that last year they reduced crime across the board 25%. He wished he could just stop there. Looking at the mid-year numbers, Prop 47 is a nightmare. Their numbers are through the roof. He is not even sure how to respond to that. He wished he could say there was some way to get a handle on that but Prop 47 has been an absolute nightmare. They make easy, 10 drug citations a night, and the thefts from retail are through the roof. He noted it is going to be a real problem. He hates to tell them but, the mid-year numbers are just incredibly not good. They are really, really bad.

Mayor Poythress asked if there are any other thoughts, points or questions. No other comments were made.

Mr. Tooley announced they will now have a presentation by the Fire Chief.

Fire Chief Nancy Koerperich stated that is the last time she is going to follow Chief Frazier. She commented that a lot of the things that the Chief brought up are actually things that affect the Fire Department as well. Obviously, when they are responding to vehicle accidents together, those are joint ventures between their police and fire so there are a lot of things that they do together and she supports the actions of the Police Chief just as much as Fire is looking for some assistance in improving fire protection as well.

Chief Koerperich stated she is starting year five in this unit, and for the entire four plus years she has been here, she has been attempting to improve their level of staffing in the County. She commented that the City does an excellent job with the fact that they have three bodies on a fire engine but unfortunately, the County has one. In those discussions with the County, she has worked really hard to try to show that there needs to be a stabilized funding source for their Fire Department. About 1½ years ago, they started a public tax initiative with the City of Atwater and they were successful in that endeavor. It brought in a half-cent sales tax to the city. She noted that was one of the ways they were able to start some discussions with the County. She stated that several months ago the County did ask the Fire Department to provide a presentation on what they would see as a potential for a public sales tax initiative and how that could improve their fire protection. As Mr. Tooley mentioned earlier, these are very, very preliminary discussions about what they could do for improving fire protection in the City of Madera but, they certainly want to make sure that the Council knows that there is information out there for them. They do look at this, have researched this, and talk about this all the time.

Chief Koerperich stated that the background for them is that, just as Supervisor Frazier mentioned, it is a joint venture, anything they do between the County and the City. They do see that there is an avenue for some improvements to both the north and southern end of the City in talking with some coordination efforts with the County because they obviously have jurisdiction. They respond into the County and the County responds into the City in order to meet some of their response criteria. She stated that it is really important for them to be able to talk with the Council to see what their potential involvement would like to be in participating in a possible sales tax initiative for 2016.

Chief Koerperich commented on what that could look like for the City and what it could look like for their Fire Department. First, they have established priorities and their number one priority is to improve their response times obviously, throughout the entire City. She stated that has to be their number one goal. She added that the City has tasked Cal Fire in a cooperative agreement to make sure that they are meeting

those responsibilities and that has to be their number one priority. They also believe that the suppression forces in the City need to be increased. Right now, there are two stations with three personnel and one Battalion Chief. She acknowledged Chief Forga in the audience. They have seven personnel that are on duty. She noted that with Chief Forga, they only have their Battalion Chief for 3½ days. The other 3½ days the City is served through the County's Battalion Chief. She stated that the County's Battalion Chief obviously takes care of response criteria in the City but they take care of their day to day business in the County, so the City really has its day to day business Battalion Chief, Chief Forga, 3½ days out of the week.

Chief Koerperich stated their second priority would be to bring the City up to NFPA (National Fire Protection Association) standards which happens to include not only response times, but also the ability to reach buildings that could have the potential for fire activity. Right now, they have about five buildings in the City that are over the three story limit. They have no ability to reach the top of those stories and ground ladders are ineffective when they get above three stories plus. They don't have the personnel. She noted it takes three people to ladder a building. That is a 35-foot ladder and she used to train on this at their academy for eight years so she is very familiar with the number of people it takes to do fire ground suppression. With three bodies, they absolutely have to rely on the County to bring in their resources. She advised that they bring in one person, one paid staff, and then their volunteer force in supplemental. Chief Koerperich added that they also have a bunch of big box stores throughout the City and people don't think about the effect that the big box stores have because well, they look like one story. They have one story and they have some storage in the top. Maybe they are tall but their ground ladders can't get to the top of their Home Depot. They won't get to the top of some of their buildings even at their schools. When they talk about what some of the potentials are, it is not always just about fire. There is also a rescue component to the Fire Department and if they don't have an ability to get to people that are in high elevated locations then, that is going to increase their ability of what they call the "Golden Circle" or their time to get to medical treatment at a hospital facility.

Chief Koerperich stated their third priority, noting not that it is not important, but their third priority is to reduce the insurance rates by increasing their ISO (Insurance Service Office) rating. She advised that just happens to be one of those things that is a nice to have as they look at improving their level of service in the Fire Department. She thinks it would be great for their citizens if they are able to reduce some of the costs of their insurance, especially their commercial businesses. If they could reduce their insurance they would be ecstatic to be able to do that. She stated that while it's certainly not something that they are trying to push as the catalyst for doing this, it's really a nice, as Chief Frazier put it, ripple effect that they would get off of improving the fire protection and level of service. She commented on how they are going to do that adding that she says that a little tongue and cheek, but it is not meant to be. They need to improve the infrastructure. Currently, they have two fire stations. One happens to be on North Lake and one happens to be on South Schnoor. They are staffed with one fire engine and they have three bodies on that fire engine. She added that they also have one reserve engine and one that they call a squad or mini-pumper. If they wanted to, or needed to use that, they could staff that and get those to incidents as needed. She advised that their two fire stations serve their City but, that is what they could do if they had a third fire station serving the rest of the City, pointing to the rendition of the third fire station on the display. When they talk about the infrastructure, that is the need for the Fire Department. To improve their infrastructure would be to add their fire station. She noted that they would all be at the ribbon cutting ceremony, she is sure. Chief Koerperich stated that just happens to be one type of fire station that is out there but, it is representative of what they find for most of the vendors that would be looking at a potential to build for your City. She advised the cost for that is approximately \$3 million. That includes not just the facility but, all the stuff that goes into that facility. She noted that they wanted to go with a higher cost so they would understand that they have an ability to flex that obviously. They know that with the initiative being split between the two departments, they are looking at \$1.8. They are not looking at funding a fire station but, they are looking at how do they lease that, what kind of bonds, what are the avenues that they could use so part of that sales tax initiative could be meant to bolster any of the financial obligations they would have towards that station if it were to be built.

Chief Koerperich noted that they are talking about the northern part of the City. She referred to the image displayed showing Station 6, North Lake, and Station 7, Schnoor, and advised that the purple lines are the

City boundaries. She explained that the yellow that they see is a two minute response which is an excellent response criteria; NFPA only requires four. Just like the FBI numbers, they don't know where it comes from. It is an arbitrary number but, it is the number that they use and it is considered an industry standard. She advised that is why they try to meet a four minute response. She noted that they have a great opportunity to hit a bunch of their residences in two minutes. The green they see is their four minute response criteria. They can see that they have a really good opportunity to meet the four minute response in the majority of their populated area within the City. She pointed to the lower area on the slide and noted they are still missing that. She knows they are doing more building out there and what they are really missing is this industrial area. She stated that the homes don't take near the amount of fire personnel or fire equipment to suppress a structure fire as it does if they were to get something in one of their industrial areas in the northern part of the City. She added that, not only does that task their Fire Department with the workload, that also harms the revenue that comes into the City. Chief Koerperich stated their first potential would be to increase their fire protection in the north end of the City. She commented that there is already some County land up there that they could possibly have the potential to place a fire station on, and that would also increase their protection to the airport which would be a valuable resource for them. If they were to do that, it would look as displayed. She explained that their two minutes response, with the proposed fire station, hits the majority of the little streets that are out there but, it also is going to give them, if they look down at the southern end, a potential to look at where they would like to grow the City and see where their response could be. She explained that their four minute response is a much greater area and then the area right on the bottom part of the City, that used to be greater than six minute response. She advised that the white is greater than six minutes and all of the City would be covered within the six minutes by adding one fire station. Chief Koerperich stated that is why that is where they have chosen to be their priority. She commented that they already have a six minute response towards the southern end of the City and she thinks again, in collaboration with the County, they could improve response to the southern end of the City easier than they could in the northern end of the City.

Chief Koerperich stated their second priority would be staffing those fire suppression resources. That is their other way to drop their ISO rating. Currently, they have 17 personnel in the agreement that allows for six personnel on duty and a battalion chief. She added that obviously, they work what is called 2½ shifts because people work 24 hours a day and 72 hour weeks, so it takes 2½ shifts to cover all of their fire stations 24 hours a day. That is why they have 17 controlled positions. Six are on a day plus their Battalion Chief.

Chief Koerperich stated that is what they would like to see their fire suppression resources responding to on the northern end of the City. Currently, if they were to build a fire station, there is obviously going to be the need to put a fire engine in that fire station and something for them to travel on. They already have a pumper or small squad. They would place that at the northern station, add an aerial apparatus, and that would help them meet their NFPA standards to beat the buildings that are greater than a three story. She added that being on the northern end, that is going to take care of all the industrial that is out there, the Hampton that has been built out there, and then any other potential. They understand that there are two to three more apartment complexes that are being talked about in the City. She advised that they are at a key point in the City to be looking at some sort of elevated platform. For an aerial apparatus, they choose the Quint because it brings water. When they talk about a truck, people like to say, oh your truck. She explained that trucks don't bring water. Trucks bring people and they bring equipment, and they bring an elevated platform. They want to have something that can be multi-usage so the Quint is better for this City. They don't have eight story buildings and ten story buildings. They have three and four story buildings and the Quint would suffice. She referred to the display which happens to be a 109 foot ladder. It has a large diameter nozzle at the top so they can get elevated and distance in fire suppression activities, and it also gives them the ability to rescue people in elevated conditions. She added that a ladder can get a little bit closer to a building than say a bucket. They have probably seen the fire engines with a bucket on them. She advised that it is a little bit more difficult to get them close and that is why they would choose a Quint. She stated that the cost of that Quint is approximately \$1.5 million. They were able to purchase this truck for the City of Atwater for less than \$1 million and equip it. She advised that it just depends if there are deals and they are always looking for a good deal out there. She added that if there are deals out there, they would obviously be looking at that but, there needs to also be the discussion of the equipment that

would be on it. They don't have another truck to take equipment off of and place it on here. They would be starting from anew to outfit a truck. She thinks it would be a definite added bonus but, it would also bring their ISO rating down, and lessen the cost of insurance within the City because it increases their fire flow to the northern end of the City. Chief Koerperich displayed one of the buildings that they see every day. She stated this is another building that would be a significant challenge for them if they were to have a fire at the top of it. She displayed the Hampton Inn which is in the northern part of their City. They also have, right across the street from them, the other hotel that is very close to here in proximity. She referred to the suites that are down in the southern end of the City and noted, that by placing the aerial apparatus in the northern end of the City, it gets right on the freeway and they are at the southern end of the City in no time at all. It is not like it has to go through surface streets if they were to place it at Station 6 or Station 7. This would be quick, on the road, anywhere in the City, in its shortest distance of time. She noted they also have the Sherwood Pointe Apartment complex. They know that there are other apartment complexes throughout the City but, that is just representative of the fact that they do have them and there needs to be an ability to service them for their level as well. Chief Koerperich stated they have the government buildings that are across the street, the Springhill, the Hampton, and the Madera Inn.

With their other priority is staffing, Chief Koerperich stated they would also be looking at the addition of a battalion chief. Just as Chief Frazier had mentioned earlier, with added bodies comes added supervision. Adding an additional battalion chief would greatly improve the service level within the City because they would have somebody here six days a week plus overtime in order to cover for their seven days. She stated that in order to staff the aerial apparatus, what they would like to do is add a shift of five personnel so that is basically 2½ people per shift. They would be looking at 12 to 13 people to staff the truck for 24/365. She advised there would be a fire captain engineer and a firefighter on their aerial apparatus which is exactly what they have on their fire engines now, and then they would cross staff an engineer and a firefighter on the squad that the City currently owns. Their engineer and firefighter could go to all the medical aid calls. It keeps down the wear and tear on their aerial apparatus but, should there be a structure fire, they can easily be released from what they are doing when they turn that patient care over to health professionals in the ambulance service, and then they can respond to the structure fire for staffing levels. She noted that it meets their NFPA standards and also reduces the maintenance and wear and tear on their truck. She advised that would be approximately \$1.9 million annually. They are basically doubling their fire suppression resources by doing that.

Chief Koerperich stated that with the City having a population of around 62,000, they wanted to give the Council kind of a comparative city. She referred to the handout the Council received and advised that there were some other cities as well, but Turlock is the closest to their values in the City as well as their citizenry. She advised that Turlock has 69,000 citizens. They operate out of four fire stations and have a suppression force of 45. They would be getting more in line with a city that is somewhat equivalent to the way that the City of Madera is laid out.

Chief Koerperich stated that with that, they know that the Council has many choices. They are glad that the City chooses them to be their Fire Department. She added that these really are simple preliminary recommendations and are not meant to be set in stone in any way. It is just where they see they could improve fire service in the City of Madera easily and beneficially for all. Chief Koerperich offered to answer any questions.

There were no questions and Mayor Poythress thanked Chief Koerperich.

Mr. Tooley stated that by way of concluding remarks, he thinks they have demonstrated to the Council this evening that a successful passage of a sales tax measure is literally a game changer. Depending on the decisions the Council makes, it provides them an opportunity to double the amount of proactive police time delivered to the City. He has run some preliminary numbers and in 24 to 30 months they could have a third functional fire station open dramatically changing the response times in the City. He advised that in order to pursue a sales tax measure, it requires approval of the legislative body. It then has to be placed on the ballot and there has to be a financial plan that goes with that ballot. If they are going to make an election next year, they need to engage in the conversation and move rather quickly. He added that it does require

a 2/3 vote; that is a significant threshold. He would recommend, if the Council was favorably inclined towards pursuit of this alternative, that they appoint an ad hoc committee and begin some immediate conversations with their counterparts across the street at the County. Mr. Tooley asked if there are any questions staff may answer in conclusion.

Mayor Poythress asked if there are any questions.

Mayor Poythress commented that it was just an easy straightforward presentation. It is just right there. Mayor Poythress asked if there are any comments from his colleagues on the Council in regards to direction, thoughts.

Mayor Pro Tem Oliver stated he wants to say great job to Fire and PD folks. They provided a great snapshot as to services available today and as far as the future moving forward. Like his colleagues, he has had an opportunity to participate in several ride-alongs with both Fire and PD and those experiences have differed greatly. He knows his first ride-along with PD was an action packed night. Unfortunately, one of the officers that he rode with ended up in the ER so it was a real glimpse as to the work that these folks endure on behalf of their community. He noted that the second ride-along was a peaceful night and it was one without many calls and not the action and whatnot. Some of the guys were saying, sorry you picked this night, it wasn't the Saturdays that we are used to. For him it was actually cathartic and it was what he envisioned, he thinks they all envision, their City to be one day in the future. He thinks consensus is going to be clear that this is something that they have to pursue. Not just from this body but, he thinks their community supports the men and women in public safety. He thinks it also presents an opportunity to work with their friends across the street and other agencies to pursue a joint effort. He knows that there are areas that the list of needs and wants are probably great but, he would be real excited to see what they could come up with collectively working with several different partners. Those are his thought initially. He restated that he thinks the presentations were great and he looks forward to hopefully working on this.

Council Member Medellin stated quite simply, he is just going to echo those statements of his colleague Councilman Will Oliver. Council Member Medellin stated that if the Mayor is looking for volunteers, he hopes he is not overstepping his bounds, but he would love to be on that ad hoc committee to work with their County Supervisor.

Mayor Poythress state he guesses what he should ask is are there any Council Members who would object to moving forward with a discussion with their buddies across the street with the sales tax measure. There were no objections. Mayor Poythress stated he thinks they have consensus, direction in that regard. Regarding an ad hoc committee, he would definitely like to be in that discussion. They heard from Council Member Medellin and asked if there are any others who would like to participate in that effort.

Mayor Pro Tem Oliver stated he might make a recommendation. He would like to recommend Council Member Bompreszi to participate on that.

Council Member Bompreszi agreed.

Mayor Poythress asked if there is anybody else. He knows there are only three.

Mr. Tooley asked if he could have an alternate.

Mayor Poythress called on Council Member Robinson who agreed to be an alternate.

Mr. Tooley stated he would make the contact with the County Administrator and they will make best efforts to coordinate their schedules. Like they said, we are burning daylight, we got to go fast.

Council Member Bompreszi asked when the last time was that they passed a sales tax increase.

Mr. Tooley replied that they have not, during his ten years, passed a sales tax increase. There were two elections for public safety. He asked Chief Frazier if he remembers about when. Mr. Tooley noted that Sam Armentrout was still on the Council then. He restated that they have never passed one. They came within 100 votes of a 2/3 passage on one public safety tax.

## **F. COUNCIL REPORTS**

Council Member Robinson reported that he attended the San Joaquin River Conservancy meeting. They discussed the Ledger Island Bridge Assessment Report. The report said that during high flows it was eroding the bridge foundation. They are thinking about retrofitting or replacing the whole bridge at a cost of about \$6 million.

Council Member Bompreszi asked if the bridge is the one across 41.

Council Member Robinson replied that it is near the dam.

Council Member Robinson stated that the Elk's have a dictionary fundraiser coming up this weekend. He advised that you can buy one dictionary for \$1.50, for a \$36.00 donation buy 24, or \$300 buys 200. This is for 3<sup>rd</sup> graders so that they will be able to learn more effectively. They are also going to have a rib cook off and he is one of the judges. He noted that the dinner will be at 7:00 p.m. He advised that if you are a barbeque chef, you can come on and try.

Council Member Rigby reported that this past Saturday he, along with Councilman Medellin and Councilman Oliver, and their good friend Gary Svanda, participated in the Madera Police Department / Sheriff's Department Explorers Program Charitable Golf Tournament at the Madera Municipal Golf Course. He thought they played well but, he heard that they fell short. He had to leave early to attend a family event so he blames himself for the loss.

Council Member Holley reported that he had a great day Monday morning. He was able to go to Sierra Vista School and welcome all the kids back to school and meet all the new teachers.

Mayor Poythress reported that he had an opportunity, along with Council Member Robinson, to meet the I-Lan folks on Monday morning at City Hall. The City received an extremely nice gift that is probably worthy of putting up somewhere here in the Council Chambers. He advised that the item will be re-presented at their concert at the Methodist Church. He invited everyone to feel free to head on over there after closed session tonight.

City Administrator David Tooley stated he is sensitive to the fact that they have a conflicting event this evening. He advised that his item for closed session is not time sensitive and, if they would like to delay it, he has no objections.

Mayor Poythress asked for comment from the City Attorney.

City Attorney Brent Richardson stated they are welcome to pull it and put it on the next agenda.

Mayor Poythress stated they can do that and members of the Council can send him the information for the next meeting so that they can have a productive session next time. Mayor Poythress stated that if it is ok with everybody they will go ahead and dispense with closed session this evening.

Mayor Poythress offered an invitation again to join them at the Methodist Church.

## **G. CLOSED SESSION**

G-1 Closed Session Announcement – City Attorney



Council concurrence was reached to pull item G-2 from the agenda. The item will be brought back at a future meeting. No action was taken at this time. See discussion at the end of council reports.

G-2 PERSONNEL EVALUATION--Pursuant to Government Code §54957  
Position: City Administrator

G-3 Closed Session Report – City Attorney

See notes under item G-1.

**ADJOURNMENT**

The meeting was adjourned by Mayor Poythress at 7:17 p.m.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN**

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

\_\_\_\_\_  
SONIA ALVAREZ, City Clerk

\_\_\_\_\_  
ROBERT L. POYTHRESS, Mayor

City of Madera

Council Meeting Of	<u>March 2nd, 2016</u>
Agenda Item No.	<u>B-2</u>

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

From: Office of the Director of Finance

Subject: Listing of Warrants Issued

Date: 03/02/2016

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

February 9th, 2016 to February 22nd, 2016

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

General Warrant:	202872-203101	\$	1,280,468.34
Wire Transfer	Union Bank Payroll and Taxes	\$	604,715.88
Wire Transfer	SDI	\$	1,797.44
Wire Transfer	Cal Pers	\$	0.00

Respectfully submitted,



Tim Przybyla  
Financial Services Director

CITY OF MADERA  
REGISTER OF AUDITED DEMANDS FOR BANK #1-UNION BANK GENERAL ACCOUNT  
February 22nd, 2016

CHECK	PAY DATE	ISSUED TO	DESCRIPTION	AMOUNT
202872	2/11/2016	ALVAREZ, ADELA MYRA	PARKS DEPOSIT REFUND/REIMB OF RTN CK FEE	62.00
202873	2/11/2016	CANNISTRACI, KATHY	TURF REPLACEMENT REBATE	750.00
202874	2/11/2016	AT&T	PD PRIVATE LINE SVS 01/19- 2/18	378.42
202875	2/11/2016	AT&T	12/15 CALNET 3 SVS 9391026414	543.96
202876	2/11/2016	ALL VALLEY ADMINISTRATORS	MEDICAL & CHILD CARE EXP 02/12/2016 PR	688.30
202877	2/11/2016	AMERICAN MOBILE SHREDDING	SHREDDING SVS	280.00
202878	2/11/2016	ANDY'S SPORTS AND DESIGN	WEAPON TRAINING UNIT SHIRTS	573.50
202879	2/11/2016	THE ARC FRESNO	CITY CAN ORDERS JANUARY 2016	1,265.96
202880	2/11/2016	BSK ASSOCIATES	PERMIT COMPLIANCE	2,112.50
202881	2/11/2016	BFP PARTNERSHIP	CITY'S SHARE OF EXP FOR WILL GILL IND	98,510.68
202882	2/11/2016	BANK OF THE WEST	IN-CAR CAMERA LEASE	8,713.46
202883	2/11/2016	BEST TOURS AND TRAVEL	YOSEMITE DAY TRIP	125.00
202884	2/11/2016	CALBO	CALBO DUES	215.00
202885	2/11/2016	CALIFORNIA DEPARTMENT OF JUSTICE	CCW PERMIT RENEWAL JENNIFER AVILA	104.00
202886	2/11/2016	CALIFORNIA DEPARTMENT OF JUSTICE	FINGERPRINT APPS DEC 2015	3,246.98
202887	2/11/2016	CALIFORNIA DEPARTMENT OF TRANSPORTATION	SIGNALS/LIGHTING BILLING OCT- DEC 2015	4,648.00
202888	2/11/2016	CBCINNOVIS, INC	ACCESS FEE	16.00
202889	2/11/2016	CEN-CAL MACHINERY CO.,INC	HOSE KITS	2,246.40
202890	2/11/2016	CENTRAL CAL COMMUNICATIONS	CABLES/JACKS AND INSTALLATION	1,271.86
202891	2/11/2016	EXECUTIVE COMMUNICATION SYSTEMS	ANNUAL GOLD ENHANCEMNT/SUPPORT AGREEMENT	4,600.00
202892	2/11/2016	COLONIAL LIFE & ACCIDENT INSURANCE CO	E700482-3 FOR 02/12/2016 PAYROLL	1,042.48
202893	2/11/2016	COLSTON, WILLIAM	TURF REPLACEMENT REBATE	367.50
202894	2/11/2016	COMCAST	01/22- 02/21 SVS 8155500320322006	90.85
202895	2/11/2016	CONCENTRA MEDICAL CENTERS	PRE-EMPLOYMENT PHYSICALS	227.00
202896	2/11/2016	CPS HR CONSULTING	WRITTEN EXAM FOR SERGEANT RECRUITMENT	530.20
202897	2/11/2016	COPWARE	CA LEGAL SOURCEBOOK/CALIFORNIA CODES	1,500.00
202898	2/11/2016	CORRPRO WATERWORKS	WATER TANK INSPECTION	1,230.00
202899	2/11/2016	DATAPROSE, LLC	PREPAID POSTAGE	10,948.00
202900	2/11/2016	DIAMOND COMMUNICATIONS	QUARTERLY ALARM MONITORING	888.50
202901	2/11/2016	ADMINISTRATIVE SOLUTIONS INC.	MONTHLY ADMIN FEE FEB 2016	43,120.00
202902	2/11/2016	KLASEN GARRETT AND GONZALEZ DEYANIRA	Utility Billing Credit Refund	120.60
202903	2/11/2016	BROWN MARTEE OR CITY OF MADERA	Utility Billing Credit Refund	130.72
202904	2/11/2016	TAYLOR MARIA	Utility Billing Deposit Refund	25.16
202905	2/11/2016	HARRIS SUE	Utility Billing Deposit Refund	69.68
202906	2/11/2016	VASQUEZ DAVID	Utility Billing Deposit Refund	0.47
202907	2/11/2016	EDMONSTON STEVEN C/O NEWTON PROPERTY MANAGEMENT	Utility Billing Deposit Refund	18.39
202908	2/11/2016	ITURRALDE ANCELMA	Utility Billing Credit Refund	213.15
202909	2/11/2016	NEGRETE PORFIRIO AND MARTINEZ SILVIA	Utility Billing Credit Refund	196.98
202910	2/11/2016	CARLOW ERIK	Utility Billing Credit Refund	178.74
202911	2/11/2016	FONTES VICTORIA A	Utility Billing Credit Refund	237.18
202912	2/11/2016	PISTORESI INVESTMENTS INC C/O GERALD R PISTORESI	Utility Billing Deposit Refund	4.01
202913	2/11/2016	CRUZ GABRIEL	Utility Billing Credit Refund	63.55
202914	2/11/2016	RAMIREZ DOMINGO SANCHEZ	Utility Billing Credit Refund	59.69
202915	2/11/2016	CARRANZA NADEEN OR CITY OF MADERA	Utility Billing Credit Refund	176.80
202916	2/11/2016	SHANNON VIVIAN AND GARCIA RAY	Utility Billing Deposit Refund	41.16
202917	2/11/2016	VENEGAS SERGIO VELAZQUEZ OR CITY OF MADE	Utility Billing Credit Refund	138.93
202918	2/11/2016	KOLLURU PRANEET	Utility Billing Credit Refund	107.41
202919	2/11/2016	FAIRCHILD LARRY	Utility Billing Credit Refund	111.04
202920	2/11/2016	CULROSS JENNIFER	Utility Billing Credit Refund	143.41
202921	2/11/2016	GONZAEZ CHRISTOPHER	Utility Billing Credit Refund	177.47
202922	2/11/2016	ITEHAD ZAKI	Utility Billing Credit Refund	80.15
202923	2/11/2016	ARREOLA MARICELA	Utility Billing Credit Refund	138.15
202924	2/11/2016	ORIOLE HOMES INC	Utility Billing Credit Refund	121.14
202925	2/11/2016	ZAVALA CARLOS	Utility Billing Credit Refund	29.32
202926	2/11/2016	WALLESTAD SHAWN	Utility Billing Credit Refund	24.25
202927	2/11/2016	YLARREGUI JEANETTE OR CITY OF MADERA RUZZAMENTI RICH	Utility Billing Credit Refund	143.88
202928	2/11/2016	GONZALEZ BEATRIZ	Utility Billing Credit Refund	35.07
202929	2/11/2016	SIERRA AMBER	Utility Billing Credit Refund	26.99
202930	2/11/2016	ZAVALA JUAN OR CITY OF MADERA	Utility Billing Credit Refund	150.40
202931	2/11/2016	HARMON FINANCIAL CORPORATION	Utility Billing Credit Refund	735.86

202932	2/11/2016	GOLDEN 1 CREDIT UNION C/O NA LANDSEADAL	Utility Billing Credit Refund	158.54
202933	2/11/2016	MADERA MANAGEMENT COMPANY, INC	Utility Billing Deposit Refund	69.32
202934	2/11/2016	FERNANDEZ DANIEL	Utility Billing Deposit Refund	9.32
202935	2/11/2016	RAINEY REAL ESTATE	Utility Billing Credit Refund	19.90
202936	2/11/2016	URIBE ANGELINA	Utility Billing Credit Refund	92.24
202937	2/11/2016	SMITH DAVID ALAN	Utility Billing Deposit Refund	43.95
202938	2/11/2016	MENDOZA GARCIA LUIS	Utility Billing Credit Refund	73.27
202939	2/11/2016	A & C FUNDING INC	Utility Billing Credit Refund	170.58
202940	2/11/2016	NATIONSTAR MORTGAGE LLC C/O ECOVA	Utility Billing Credit Refund	177.31
202941	2/11/2016	BRAR HOLDINGS INC	Utility Billing Deposit Refund	18.90
202942	2/11/2016	ECN POLYGRAPH AND INVESTIGATIONS	POLYGRAPHS	1,950.00
202943	2/11/2016	JAKUSZ PROPERTY MAINTENANCE	JANUARY 2016 MONTHLY MAINTENANCE	12,284.00
202944	2/11/2016	ENTENMANN-ROVIN CO	UNIFORM CAP PIECE	104.18
202945	2/11/2016	EPPLER TOWING	EQUIPMENT MAINTENANCE	312.50
202946	2/11/2016	ESTEVEZ, BRIAN	PER DIEM SBSLI SESSION 1 TRAINING	2,040.00
202947	2/11/2016	FORENSIC NURSE SPECIALISTS, INC.	ASSAULT EXAMINATION	900.00
202948	2/11/2016	FRESNO BEE, THE	DEPUTY CITY CLERK/WWT MECHANIC ADS	2,838.82
202949	2/11/2016	FRESNO MADERA AREA AGENCY ON AGING	12/15 UNSERVED MEALS	189.20
202950	2/11/2016	GOLDEN STATE OVERNIGHT	OVERNIGHT SHIPPING	12.86
202951	2/11/2016	GUARDIAN WESTERN SWEEPING INC.	MONTHLY POWER SWEEPING	521.00
202952	2/11/2016	GRANTED SOLUTIONS	GRANT ADMINISTRATOR SVS 01/16- 01/31/16	2,750.00
202953	2/11/2016	HILL, ROBERT	REIMBURSEMENT FOR PRINTED PHOTOS	20.70
202954	2/11/2016	HERTZ EQUIPMENT RENTAL	WATER TRUCK RENTAL	1,583.28
202955	2/11/2016	LANGUAGE LINE SERVICES, INC.	INTERPRETATION SVS	8.52
202956	2/11/2016	LAW & ASSOCIATES	BACKGROUND CHECKS	4,550.00
202957	2/11/2016	LEXISNEXIS	JANUARY CHARGES	274.00
202958	2/11/2016	LINCOLN FINANCIAL	LIFE & LTD INSURANCE FEBRUARY 2016	23,026.29
202959	2/11/2016	CITY OF MADERA	JANUARY ADC WATER/TRASH 322 W 6TH ST	135.24
202960	2/11/2016	CITY OF MADERA	FEBRUARY UTILITIES 123 N E ST #102	60.26
202961	2/11/2016	CITY OF MADERA	FEBRUARY UTILITIES 123 N E ST #101	56.92
202962	2/11/2016	CITY OF MADERA	FEBRUARY UTILITIES 123 N E ST	102.89
202963	2/11/2016	CITY OF MADERA	DEPOSIT REFUND TRASFER TO ACCT 50061	160
202964	2/11/2016	CITY OF MADERA	DEPOSIT REFUND APPLY TO ACCT 58455	135
202965	2/11/2016	CITY OF MADERA	DISHWASHER REBATE APPLY TO ACCT 4686071	35
202966	2/11/2016	CITY OF MADERA	DISHWASHER REBATE APPLY TO ACCT 9901492	35
202967	2/11/2016	CITY OF MADERA	LOW-FLOW TOILET REBATE APPLY TO #6120081	185
202968	2/11/2016	CITY OF MADERA	LOW-FLOW TOILET REBATE APPLY TO 9913626	50
202969	2/11/2016	MADERA CLEANERS & LAUNDRY	YOUTH CENTER FLOOR MAT SVS	32.3
202970	2/11/2016	MADERA HONDA SUZUKI	BATTERY CHARGER	45.35
202971	2/11/2016	MADERA PRIVATE SECURITY PATROL	SECURITY SVS	253
202972	2/11/2016	MADERA RADIO DISPATCH, INC.	TOWER RENT	200.00
202973	2/11/2016	MADERA TRIBUNE	PUBLISH PUB HEARING NOTICE FOR 2/3/16	970.20
202974	2/11/2016	MADERA TRIBUNE	DISPATCHER/GRANT ADMIN/GRANT MANAGER ADS	453.64
202975	2/11/2016	MADERA VETERINARY CENTER	VETERINARY SVS	87.75
202976	2/11/2016	METRO UNIFORM	WOOL MOTOR BREECHES	728.44
202977	2/11/2016	WILLDAN FINANCIAL SERVICES	ANNUAL DISTRICT ADMIN SVS FEBRUARY 2016	807.42
202978	2/11/2016	CS & FD MEDICAL WASTE DISPOSAL	WASTE DISPOSAL	139.00
202979	2/11/2016	MUSCO SPORTS LIGHTING, LLC	REPLACEMENT LAMPS FOR SOCCER FIELDS	17,305.60
202980	2/11/2016	NSP3	BIKE RACKS	2,049.72
202981	2/11/2016	N.P.C.-ORCHARD TRUST COMPANY	PLAN #340227-01 FOR 02/12/2016 PAYROLL	5,917.67
202982	2/11/2016	N.P.C.-ORCHARD TRUST COMPANY	PLAN #340227-02 FOR 02/12/2016 PAYROLL	3,141.24
202983	2/11/2016	OCCU-MED, LTD.	POLICE OFFICER EXAMINATIONS	3,400.00
202984	2/11/2016	OFFICE DEPOT	GREEN CARDSTOCK	27.48
202985	2/11/2016	PACIFIC GAS & ELECTRIC	12/15 SVS 9920095153-3	117,278.83
202986	2/11/2016	P G AND E	01/16 SVS 5225647713-5	2,219.43
202987	2/11/2016	LAUCH, FERNANDO	TURF REPLACEMENT REBATE	183.75
202988	2/11/2016	NOLE, GREGG D	DEPOSIT REFUND	200.00
202989	2/11/2016	GAMIZ, KRIS	CANCELLATION REFUND	50.00
202990	2/11/2016	ALVAREZ, MICHAEL	CANCELLATION REFUND	50.00
202991	2/11/2016	GUERRERO, GRISELDA	SPORT CANCELLATION	45.00
202992	2/11/2016	BRAVO, JESUS	REIMBURSEMENT FOR PANTS	48.69
202993	2/11/2016	RIOS, ANGELINA	DEPOSIT REFUND	100.00
202994	2/11/2016	PRECIADO, JAMILEXX	DEPOSIT REFUND	100.00
202995	2/11/2016	CANTU, PAULINE	DEPOSIT REFUND	50.00
202996	2/11/2016	BORSTAD, JEANETTE	DEPOSIT REFUND	100.00

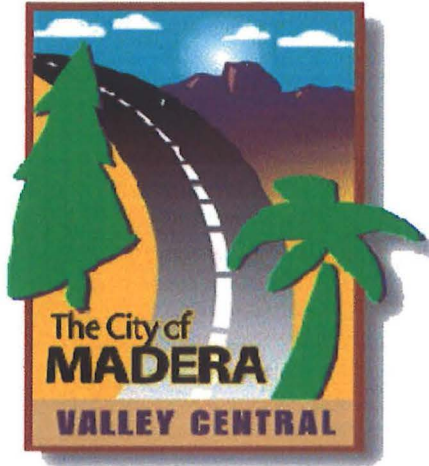
202997	2/11/2016	JOHNSON, LEANN	DEPOSIT REFUND	50.00
202998	2/11/2016	HALE, DAVID P	PROFESSIONAL SERVICES/COUNCIL MEETING	416.00
202999	2/11/2016	PECK'S PRINTERY	ASSESSMENT APPLICATIONS	386.31
203000	2/11/2016	MOLINA, HUMBERTO	REIMBURSEMENT FOR APWA LUNCHEON MTG	10.00
203001	2/11/2016	PITNEY BOWES CREDIT CORP.	QUARTERLY RENTAL NOV- JAN 2016	265.33
203002	2/11/2016	PLAZA FLOWER SHOP	SYMPATHY ARRANGEMENT	129.55
203003	2/11/2016	POLYDYNE INC.	SLUDGE DEWATERING	5,365.44
203004	2/11/2016	PRAXAIR DISTRIBUTION, INC.	CYLINDER DEMURRAGE	486.30
203005	2/11/2016	PRESORT CENTER OF FRESNO, LLC.	BUSINESS DEVELOPMENT FLYER	665.28
203006	2/11/2016	PRINTASAURUS	YOUTH BASKETBALL JERSEYS	1,642.86
203007	2/11/2016	PROVOST & PRITCHARD CONSULTING GROUP	URBAN WATER MANAGEMENT PLAN	3,914.30
203008	2/11/2016	ROBINSON, DEREK	MILEAGE REIMB LOCC DIV MTG 1/14/16	229.93
203009	2/11/2016	ROLFE CONSTRUCTION CO.	PROJECT ST10-01 PROGRESS PMT #2	548,968.42
203010	2/11/2016	RON'S TOWING & ROAD SERVICE	TOWING SVS	440.00
203011	2/11/2016	S & L TOWING & GARAGE	TOWING SVS	250.00
203012	2/11/2016	SACRAMENTO REGIONAL PUBLIC SAFETY	WEAPONLESS DEFENSE INSTRUCTORS	224.00
203013	2/11/2016	SCRAP TIRE CO.	TRAILER SVS	1,200.00
203014	2/11/2016	SPARKLETTS	LAB & DRINKING WATER	110.61
203015	2/11/2016	SITE ONE LANDSCAPE SUPPLY LLC	PESTICIDE	753.60
203016	2/11/2016	SMART UTILITY SYSTEMS	SUS WATER PORTAL	12,188.00
203017	2/11/2016	SUNEDISON, LLC	SOLAR ELECTRIC UTILITY JANUARY 2016	11,337.89
203018	2/11/2016	SYNAGRO WEST, INC.	SLUDGE HAULING/DISPOSAL	7,554.24
203019	2/11/2016	TESEI PETROLEUM, INC.	FUEL	222.58
203020	2/11/2016	TESEI PETROLEUM INC.	FUEL CHARGES 01/21/16- 01/31/16	8,839.07
203021	2/11/2016	THYSSENKRUPP ELEVATOR CORPORATION	YOUTH CENTER ELEVATOR SVS	483.96
203022	2/11/2016	TRI-SIGNAL INTEGRATION, INC.	EXTINGUISHER SVS	125.00
203023	2/11/2016	US BANK CORPORATE PAYMENT SYSTEMS	01/16 CAL-CARD CHARGES	94,050.15
203024	2/11/2016	VANTAGEPOINT TRANSFER AGENTS-457	PLAN #302351 CONTRIBS FOR 02/12/16 PR	19,489.38
203025	2/11/2016	WHOLESALE EQUIPMENT OF FRESNO, INC.	MAINTENANCE SUPPLIES	199.80
203026	2/11/2016	ZEE MEDICAL SERVICE CO.	SUPPLIES	42.79
203027	2/18/2016	ESPINOSA, JORGE	DEPOSIT REFUND	100.00
203028	2/18/2016	A-C ELECTRIC COMPANY	PROJECT ST 14-09 RETENTION PMT	15,764.60
203029	2/18/2016	ARAMARK UNIFORM SERVICES	01/16 UNIFORM SERVICES	2,207.80
203030	2/18/2016	SHIFT3 TECHNOLOGIES	WEBSITE DEVELOPMENT	14,500.00
203031	2/18/2016	BUGGY SHOWER CAR WASH	PD CAR WASHES JANUARY	122.50
203032	2/18/2016	CALIFORNIA DEPARTMENT OF JUSTICE	JANUARY FINGERPRINTING	506.00
203033	2/18/2016	CBCINNOVIS, INC	ACCESS FEE	16.00
203034	2/18/2016	CANON FINANCIAL SERVICES	CONTRACT COPIERS	5,819.01
203035	2/18/2016	CENTRAL VALLEY CRIME AND INTELLIGENCE	2016 ANNUAL MEMBERSHIP FOR BURLESON	50.00
203036	2/18/2016	COMCAST	CLEAR PAST DUE ON ACCT 8155500320092096	114.96
203037	2/18/2016	CPS HR CONSULTING	DISPATCHER WRITTEN EXAM	383.90
203038	2/18/2016	CORELOGIC INFORMATION SOLUTIONS INC	METROSCAN 11/15	450.00
203039	2/18/2016	DIAMOND COMMUNICATIONS	ALARM USER CODE SETUP	30.00
203040	2/18/2016	GARCIA RAZO, SYLVIA C/O NEWTON PROPERTY MANAGEMENT	Utility Billing Deposit Refund	10.14
203041	2/18/2016	WELLS LORENE C/O NEWTON PROPERTY MANAGEMENT	Utility Billing Deposit Refund	6.45
203042	2/18/2016	GAMEZ ARMANDO OR CITY OF MADERA	Utility Billing Credit Refund	175.43
203043	2/18/2016	SANDHU MANJIT C/O JUNIA PAINTER INDEPENDENT PROPERTY	Utility Billing Credit Refund	213.35
203044	2/18/2016	BRISENO DARA	Utility Billing Credit Refund	1.08
203045	2/18/2016	RIOS HERBERT	Utility Billing Deposit Refund	5.49
203046	2/18/2016	GONZALEZ LETICIA OR CITY OF MADERA	Utility Billing Credit Refund	141.93
203047	2/18/2016	MICHEL MARIA	Utility Billing Credit Refund	206.92
203048	2/18/2016	CARDIEL TONY OR CITY OF MADERA AND IRMA MARTINEZ	Utility Billing Deposit Refund	43.00
203049	2/18/2016	SANCHEZ SARA C	Utility Billing Credit Refund	228.38
203050	2/18/2016	HITCHCOCK RONNIE	Utility Billing Credit Refund	227.94
203051	2/18/2016	EVANGELISTA DANIEL JR	Utility Billing Deposit Refund	153.42
203052	2/18/2016	KENNEDY WILLIAM R	Utility Billing Credit Refund	135.54
203053	2/18/2016	DASILVA TIM AND JANET	Utility Billing Deposit Refund	42.36
203054	2/18/2016	FONTANILLA NICOLE JOY PADRE AGUILAR NATHANIEL	Utility Billing Credit Refund	138.15
203055	2/18/2016	RIVERA CHRISTOPHER	Utility Billing Deposit Refund	42.41
203056	2/18/2016	FAIR HOUSING COUNCIL OF CENTRAL CALIF	REGISTRATION FOR CEN VALLEY HOUSING CONF	120.00
203057	2/18/2016	FIRE SAFETY SOLUTIONS, LLC	FIRE PROTECTION ENG SVS 02/01- 02/14/16	7,950.00
203058	2/18/2016	FRESNO COUNTY ECONOMIC OPPTY. COMMISSION	ADC MEALS JANUARY 2016	552.96
203059	2/18/2016	UNITY IT	CONSULTING SVS	5,400.00
203060	2/18/2016	FUENTES CONCRETE	ASPHALT PATCHING	2,300.00
203061	2/18/2016	GRAN, ROBERT	PER DIEM 2016 PLANNING COMMISSIONER ACAD	343.04

203062	2/18/2016	JOHNSON REAL ESTATE APPRAISAL	PROPOSED CONSTRUCTION	500.00
203063	2/18/2016	FIRST TRANSIT INC.	FIRST TRANSIT JANUARY 2016	67,371.00
203064	2/18/2016	MUNISERVICES, LLC	SUTA SERVICES FOR QTR ENDING 09/30/15	165.51
203065	2/18/2016	CITY OF MADERA	FEBRUARY UTILITIES 703 SHERWOOD WAY	171.41
203066	2/18/2016	MADERA HONDA SUZUKI	HONDA SERVICING	512.70
203067	2/18/2016	MADERA PRIVATE SECURITY PATROL	SECURITY SVS	115.50
203068	2/18/2016	MADERA TRIBUNE	PUBLISH PUB HEARING NOTICE MTG 2/17/16	48.60
203069	2/18/2016	MADERA TRIBUNE	SSMP REQUIREMENTS	360.00
203070	2/18/2016	MEAD AND HUNT, INC.	AIRPORT DBE	4,221.93
203071	2/18/2016	OFFICE DEPOT	PLANNING DATE STAMP	53.99
203072	2/18/2016	P G AND E	01/16 SVS 9787342989-4	142.32
203073	2/18/2016	MENDOZA, RUBEN	PER DIEM 2016 PLANNING COMMISSIONER ACAD	343.04
203074	2/18/2016	HUTCHINGS, KENNETH	PER DIEM 2016 PLANNING COMMISSIONER ACAD	343.04
203075	2/18/2016	DASILVA, TIM	PER DIEM 2016 PLANNING COMMISSIONER ACAD	343.04
203076	2/18/2016	PINEDA, EVA	REFUND FOR REPORT REQUEST	10.00
203077	2/18/2016	LOPEZ, JENNIFER	DEPOSIT REFUND	100.00
203078	2/18/2016	FARIAS, ADELINA	DEPOSIT REFUND	50.00
203079	2/18/2016	MEJIA, PAULETTE	DEPOSIT REFUND	250.00
203080	2/18/2016	RAMIREZ, CARINA	DEPOSIT REFUND	50.00
203081	2/18/2016	SAUNDERS, DOLORES	PAYMENT REFUND	33.44
203082	2/18/2016	PECK'S PRINTERY	ENVELOPES	1,052.03
203083	2/18/2016	ARANG, DAVID	DEPOSIT REFUND	50.00
203084	2/18/2016	FORESTIERE, ANTHONY	PER DIEM BASIC SWAT COURSE	719.00
203085	2/18/2016	PRESORT CENTER OF FRESNO, LLC.	02/16 UB STATEMENTS	1,613.42
203086	2/18/2016	REGENCE BLUECROSS BLUESHIELD OF UTAH	CITY PD RETIREE MED BILL 03/16 CHUMLEY	152.00
203087	2/18/2016	RON'S TOWING & ROAD SERVICE	EVIDENCE/ LOCK OUT SVS	305.00
203088	2/18/2016	ROSEL, JOHN	PER DIEM BASIC SWAT COURSE	704.00
203089	2/18/2016	SACRAMENTO REGIONAL PUBLIC SAFETY	WEAPONLESS DEFENSE INSTRUCTOR UPDATE	26.00
203090	2/18/2016	SAFEGUARD PROPERTIES MANAGEMENT LLC	REIMBURSEMENT OF FORECLOSURE REG	95.00
203091	2/18/2016	SAN RAMON MARRIOTT	HOTEL STAY 2016 PLANNING COMM ACADEMY	616.94
203092	2/18/2016	SAN RAMON MARRIOTT	HOTEL STAY 2016 PLANNING COMM ACADEMY	616.94
203093	2/18/2016	SAN RAMON MARRIOTT	HOTEL STAY 2016 PLANNING COMM ACADEMY	616.94
203094	2/18/2016	SAN RAMON MARRIOTT	HOTEL STAY 2016 PLANNING COMM ACADEMY	616.94
203095	2/18/2016	STANTEC CONSULTING SERVICES INC.	ARC FLASH ANALYSIS	1,288.75
203096	2/18/2016	TAMARACK PEST CONTROL	PEST CONTROL WATER WELL #30	60.00
203097	2/18/2016	TESEI PETROLEUM INC.	FUEL CHARGES 02/01/16- 02/10/16	9,157.50
203098	2/18/2016	TRANSUNION RISK & ALTERNATIVE DATA SOL.	DATABASE ACCESS JANUARY 2016	110.75
203099	2/18/2016	VILLA GARDENING SERVICE INC	JANUARY GARDENING SVS	550.00
203100	2/18/2016	VERIZON WIRELESS	CITY CELL PHONE CHARGES DEC 11- JAN 10	2,910.22
203101	2/18/2016	DASILVA, JIM	PER DIEM 2016 PLANNING COMMISSIONER ACAD	343.04
			Bank # 1 - Union Bank General Account Total	1,280,468.34

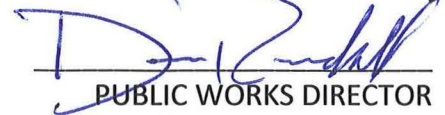
# REPORT TO CITY COUNCIL

MEETING DATE: March 2, 2016

AGENDA ITEM NUMBER: B-3



Approved By:

  
PUBLIC WORKS DIRECTOR

  
CITY ADMINISTRATOR

**SUBJECT:** Weekly Water Conservation Report – February 15<sup>th</sup> – February 21<sup>st</sup>

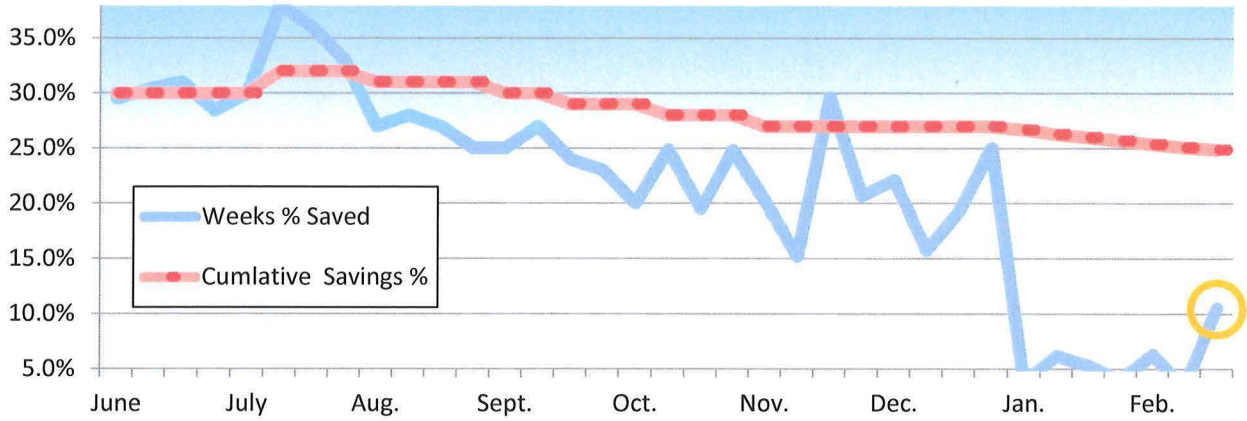
**RECOMMENDATION:** Staff recommends that the Council review the attached weekly report of water conservation activities and progress in reducing residential water consumption.

**SUMMARY/ DISCUSSION:** The State has extended the water conservation measure thru October of 2016. The State has changed some of the rules regarding how the conservation goals are set. Madera will receive a minimum of a 2% reduction going from 28% down to 26%. It is most likely that The City should be able to achieve the 26% State goals on a cumulative basis by May and on a monthly basis thereafter. Staff is also looking to document conditions that would qualify the City for an additional 1 % reduction of the rates.

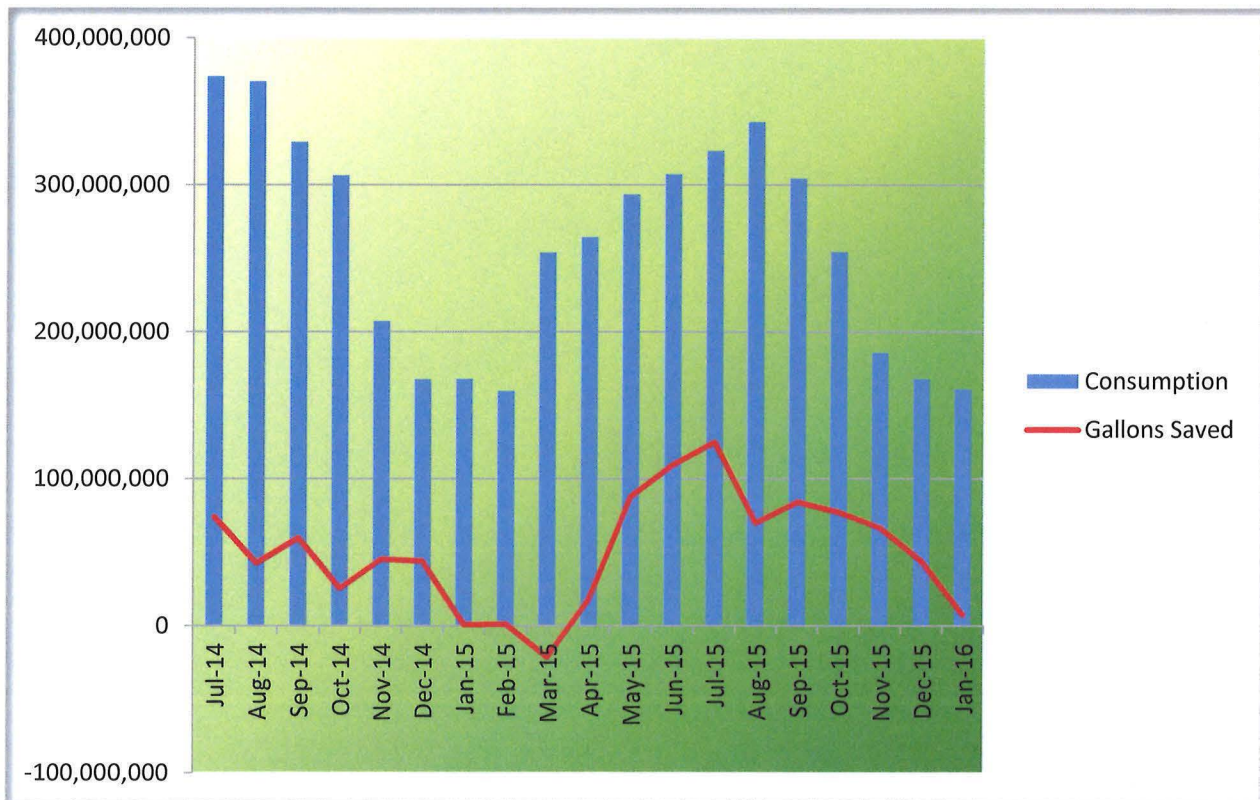
Below is the most current water conservation data.



Below is the weekly and cumulative water conservation including the latest data.



The graph below shows the overall production/consumption as blue bars and the red line shows the amount conserved/saved.



Enforcement			
<b>91</b>	<b>Public Contacts</b>	<b>3</b>	<b>1<sup>st</sup> offenses (\$75)</b>
<b>0</b>	<b>Verbal warning</b>	<b>0</b>	<b>2<sup>nd</sup> offenses (\$250)</b>
<b>9</b>	<b>Correction Notices</b>	<b>0</b>	<b>3<sup>rd</sup> or more offense (\$500)</b>



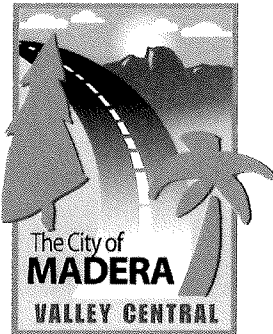
**FINANCIAL IMPACT:**

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:**

The proposed action is not specifically addressed as part of the Plan, but is not in conflict with it and is sympathetic of the underlying principals of the 2025 Plan.

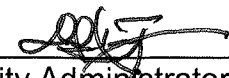
## Report to City Council



Council Meeting of March 2, 2016  
Agenda Item Number B-4

Approved by:

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

  
\_\_\_\_\_  
City Administrator

**Consideration of a Resolution Approving an Agreement and Contract with AT&T for Leased Fiber Services to Provide the City of Madera High Speed Data Services between all City Buildings and to the Internet, and Authorizing the Mayor to Execute the Master Agreement and the Network On Demand Contract, and Authorizing the City Administrator, or Their Designee, to Approve Proposals and Scopes of Work as Contemplated in the Agreement and Contract.**

### RECOMMENDATION

Staff recommends Council approve a Master Agreement and the Network on Demand Contract with AT&T authorize the Mayor to execute the Master Agreement and the Network on Demand Contract, and authorize the City Administrator, or their designee, to approve proposals and scopes of work as contemplated in the Agreement and Contract.

### HISTORY

The City Information Services (IS) department maintains a telecommunications and data network which connects City buildings to City Hall for voice and data services. Historically the City has maintained only one high speed connection per building and a single high speed connection to the internet.

### SITUATION

The City's high speed telecommunications and data network is privately owned and maintained by the City. It consists of a wireless microwave connection from each City building back to the main data center at City Hall. This microwave network consists of radio dishes at each building along with radio dishes mounted on the City's water tower. Work on the water tower radios is done by licensed and bonded vendors, as City staff is not trained or licensed to do work on the tower. The closest qualified, full service vendor is located in Sacramento. The City also leases a single high speed internet connection from Comcast Corporation. The City does have

some degree of redundancy for voice services only utilizing low speed, older technology leased copper connections, from AT&T which can be used if necessary.

Over the last five to six years the City has made major financial investments and improvements to the technology infrastructure and services to maintain pace with the technology needs and requests of each City department. Departments have become increasingly reliant upon high speed connections back to City Hall as City Hall houses the main data center which supplies email and internet services for all our facilities. One area staff has been unable to address is redundancy when connection failures occur between our City buildings. The City did invest in an upgrade to the microwave network approximately five years ago to replace aging equipment but has not addressed redundancy due to lack of services from the telecommunications providers or the high cost of construction and leasing of services from these providers. Recent events have brought staff back to investigating the feasibility of adding redundancy to the City's high speed network and staff has found availability and pricing of services has improved. During the last 90 days the City experienced a number of outages of the microwave network. These outages have caused downtime to multiple sites for multiple days. Examples of the technology tools staff can lose when the inter-building network is down are email and file sharing services, but most importantly the connections from patrol cars to our 911 center and dispatch. The lack of connectivity to our patrol cars creates a major safety risk and should be addressed. Our latest outage occurred on December 22, 2015 and was not resolved until December 24, 2015. Two-thirds of the microwave network was down, including the Police Department and the Youth and Senior Centers. The City was fortunate that it was able to locate a vendor in Sacramento who could do the work on short notice, and had the equipment required to fix the network in stock.

City IS staff contacted telecommunication vendors who can provide high speed fiber services to the region. Comcast Corporation was unresponsive to inquiries. Level 3 communications, formerly Time Warner, was unable to build out services to all City facilities. AT&T is able to provide service to all requested facilities and at a reasonable cost based on a five year commitment. AT&T will provide services to the following buildings: City Hall, Police Department, Youth Center, Public Works, Neighborhood Revitalization, Bergon Center, Pan Am Center, Fire Station 6, Fire Station 7, Airport Administration, and Waste Water Treatment Plant. AT&T will also provide a second high speed internet connection to the Police Department facility. Annual cost for these services will be \$82,199.52.

City IS staff proposes that the City enter into a five year agreement with AT&T for the above mentioned services to provide the level of redundancy needed to maintain City services that are reliant upon a high speed data network. IS staff will continue to maintain and upgrade the current microwave system to ensure that the City has failover and to maintain workload balancing on the network.

#### **FISCAL IMPACT**

A budget amendment of \$20,000.00 will be required for the 2015-2016 fiscal year budget to cover the remaining months of the fiscal year. The funds for this project

are included in the proposed mid-year budget adjustments and is contingent upon its approval. If approved, \$15,378.49 of the \$20,000.00 will be appropriated to the General Fund with \$4,621.51 of the \$20,000.00 to Enterprise Funds. For the remaining four years of the agreement and contract the annual cost of the services will be part of the proposed operational budget for those fiscal years.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN**

This agreement impacts the Vision Plan in multiple ways. Many of the components of the strategies are now reliant upon technology for the delivery of services.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING A MASTER AGREEMENT AND A NETWORK ON DEMAND CONTRACT WITH AT&T FOR HIGH SPEED DATA SERVICES BETWEEN ALL CITY BUILDINGS AND TO THE INTERNET, AND AUTHORIZING THE MAYOR TO EXECUTE THE MASTER AGREEMENT AND THE NETWORK ON DEMAND CONTRACT, AND AUTHORIZING THE CITY ADMINISTRATOR, OR THEIR DESIGNEE, TO APPROVE PROPOSALS AND SCOPES OF WORK AS CONTEMPLATED IN THE AGREEMENT AND CONTRACT.

WHEREAS, the City of Madera has been implementing major improvements to their computer systems and networks over the last five years; and

WHEREAS, the City of Madera would like to ensure that interruption to telecommunication and data services is minimized; and

WHEREAS, the City would like to continue to provide staff with the technology tools needed to maintain high-levels of service delivery; and

WHEREAS, the services provided by AT&T will provide the City's telecommunications and data networks with a higher level of redundancy than is currently provided.

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

1. The above recitals are true and correct.
2. The Agreement and Contract with AT&T, a copy which is on file in the office of the City Clerk and referred to for particulars, is hereby approved.
3. The Mayor is authorized to execute the Master Agreement and the Network on Demand Contract and the City Administrator or their designee is authorized to approve proposals and scopes of work as contemplated in the Agreement and Contract.
4. This resolution is effective immediately upon adoption.

\* \* \* \* \*



**MASTER AGREEMENT**

<b>Customer</b>	<b>AT&amp;T</b>
CITY OF MADERA  Street Address: 205 W 4th St,NA City: Madera State/Province : CA Zip Code: 936373588 Country: United States	AT&T Corp.
<b>Customer Contact (for notices)</b>	<b>AT&amp;T Contact (for notices)</b>
Name: rOBERT pOYTHRESS Title: Other Street Address: 205 W. 4th Street City: MADERA State/Province: CA Zip Code: 93637 Country: United States Telephone: 5596615400 Fax: Email: tuyesaka@cityofmadera.com	Street Address: 675 W PEACHTREE ST NW City: ATLANTA State/Province: GA Zip Code: 30308 Country: United States  <u>With a copy to:</u> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: <a href="mailto:mast@att.com">mast@att.com</a>

This Master Agreement ("Master Agreement"), between the customer named above ("Customer") and the AT&T entity named above ("AT&T"), is effective when signed by both Customer and AT&T

...

<b>Customer</b> (by its authorized representative)	<b>AT&amp;T</b> (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

## MASTER AGREEMENT

### 1. INTRODUCTION

1.1 **Overview of Documents.** This Master Agreement and the following additional documents (collectively, the "Agreement") shall apply to all products and services AT&T provides Customer pursuant to this Agreement ("Services") and shall continue in effect so long as Services are provided under this Agreement:

- (a) **Pricing Schedules.** A "Pricing Schedule" means a pricing schedule (including related attachments) or other document that is attached to or is later executed by the parties and references this Master Agreement. A Pricing Schedule includes the Services, the pricing (including discounts and commitments, if applicable) and the pricing schedule term ("Pricing Schedule Term").
- (b) **Tariffs and Guidebooks.** "Tariffs" are documents containing the descriptions, pricing and other terms and conditions for a Service that AT&T or its Affiliates file with regulatory authorities. "Guidebooks" are documents (designated as Guidebooks or Price Lists) containing the descriptions, pricing and other terms and conditions for a Service that were but no longer are filed with regulatory authorities. Tariffs and Guidebooks can be found at [att.com/servicepublications](http://att.com/servicepublications) or other locations AT&T may designate.
- (c) **Acceptable Use Policy.** AT&T's Acceptable Use Policy ("AUP") applies to (i) Services provided over or accessing the Internet and (ii) wireless (i.e., cellular) data and messaging Services. The AUP can be found at [att.com/aup](http://att.com/aup) or other locations AT&T may designate.
- (d) **Service Guides.** The descriptions, pricing and other terms and conditions for a Service not covered by a Tariff or Guidebook may be contained in a Service Guide, which can be found at [att.com/servicepublications](http://att.com/servicepublications) or other locations AT&T may designate.

1.2 **Priority of Documents.** The order of priority of the documents that form this Agreement is: the applicable Pricing Schedule or Order; this Master Agreement; the AUP; and Tariffs, Guidebooks and Service Guides; provided that Tariffs will be first in priority in any jurisdiction where applicable law or regulation does not permit contract terms to take precedence over inconsistent Tariff terms.

1.3 **Revisions to Documents.** Subject to Section 8.2(b) (Materially Adverse Impact), AT&T may revise Service Publications at any time.

1.4 **Execution by Affiliates.** An AT&T Affiliate or Customer Affiliate may sign a Pricing Schedule in its own name, and such Affiliate contract will be a separate but associated contract incorporating the terms of this Agreement. Customer and AT&T will cause their respective Affiliates to comply with any such separate and associated contract.

### 2. AT&T DELIVERABLES

2.1 **Services.** AT&T will either provide or arrange to have an AT&T Affiliate provide Services to Customer and its Users, subject to the availability and operational limitations of systems, facilities and equipment. Where required, an AT&T Affiliate authorized by the appropriate regulatory authority will be the service provider. If an applicable Service Publication expressly permits placement of an order for a Service under this Master Agreement without the execution of a Pricing Schedule, Customer may place such an order using AT&T's standard ordering processes (an "Order"), and upon acceptance by AT&T, the Order shall otherwise be deemed a Pricing Schedule under this Master Agreement for the Service ordered.

2.2 **AT&T Equipment.** Services may be provided using equipment owned by AT&T that is located at the Site ("AT&T Equipment"), but title to the AT&T Equipment will remain with AT&T. Customer must provide adequate space and electric power for the AT&T Equipment and keep the AT&T Equipment physically secure and free from liens and encumbrances. Customer will bear the risk of loss or damage to the AT&T Equipment (other than ordinary wear and tear), except to the extent caused by AT&T or its agents.

2.3 **Purchased Equipment.** Except as specified in a Service Publication, title to and risk of loss of Purchased Equipment shall pass to Customer on delivery to the transport carrier for shipment to Customer's designated location.

2.4 **License and Other Terms.** Software, Purchased Equipment and Third-Party Services may be provided subject to the terms of a separate license or other agreement between Customer and either the licensor, the third-party service provider or the manufacturer. Customer's execution of the Pricing Schedule for or placement of an Order for Software, Purchased Equipment or Third-Party Services is Customer's agreement to comply with such separate agreement. Unless a Service Publication specifies otherwise, AT&T's sole responsibility with respect to Third-Party Services is to place Customer's orders for Third-Party Services, except that AT&T may invoice and collect payment from Customer for the Third-Party Services.

### 3. CUSTOMER'S COOPERATION

3.1 **Access Right.** Customer will in a timely manner allow AT&T access as reasonably required for the Services to property and equipment that Customer controls and will obtain at Customer's expense timely access

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for AT&T as reasonably required for the Services to property controlled by third parties such as Customer's landlord. AT&T will coordinate with and, except in an emergency, obtain Customer's consent to enter upon Customer's property and premises, which consent shall not be unreasonably withheld. Access rights mean the right to construct, install, repair, maintain, replace and remove access lines and network facilities and the right to use ancillary equipment space within a building for Customer's connection to AT&T's network. Customer must provide AT&T timely information and access to Customer's facilities and equipment as AT&T reasonably requires for the Services, subject to Customer's reasonable security policies. Customer will furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities and other items as AT&T reasonably requires for the Services and will obtain any necessary licenses, permits and consents (including easements and rights-of-way). Customer will have the Site ready for AT&T to perform its work according to a mutually agreed schedule.

**3.2 Safe Working Environment.** Customer will ensure that the location at which AT&T installs, maintains or provides Services is a safe working environment, free of Hazardous Materials and reasonably suitable for the Services. "Hazardous Materials" mean any substance or material capable of posing an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal or release is regulated by any law related to pollution, to protection of air, water or soil or to health and safety. AT&T shall have no obligation to perform work at a location that is not a suitable and safe working environment or to handle, remove or dispose of Hazardous Materials.

**3.3 Users.** "User" means anyone who uses or accesses any Service provided to Customer. Customer will cause Users to comply with this Agreement and is responsible for Users' use of any Service unless expressly provided to the contrary in an applicable Service Publication.

**3.4 Resale of Services.** Customer may not resell the Services or rebrand the Services for resale to third parties without AT&T's prior written consent.

#### **4. PRICING AND BILLING**

**4.1 Pricing and Pricing Schedule Term; Terms Applicable After End of Pricing Schedule Term.** The prices listed in a Pricing Schedule are stabilized until the end of the Pricing Schedule Term and will apply in lieu of the corresponding prices set forth in the applicable Service Publication. No promotion, credit, discount or waiver set forth in a Service Publication will apply. Unless the Pricing Schedule states otherwise, at the end of the Pricing Schedule Term, Customer may continue Service (subject to any applicable notice or other requirements in a Service Publication for Customer to terminate a Service Component) under a month-to-month service arrangement at the prices, terms and conditions in effect on the last day of the Pricing Schedule Term. AT&T may change such prices, terms or conditions on 30 days' prior notice to Customer.

**4.2 Additional Charges and Taxes.** Prices set forth in a Pricing Schedule are exclusive of and Customer will pay all taxes (excluding those on AT&T's net income), surcharges, recovery fees, customs clearances, duties, levies, shipping charges and other similar charges (and any associated interest and penalties resulting from Customer's failure to timely pay such taxes or similar charges) relating to the sale, transfer of ownership, installation, license, use or provision of the Services, except to the extent Customer provides a valid exemption certificate prior to the delivery of Services. To the extent required by law, Customer may withhold or deduct any applicable taxes from payments due to AT&T, provided that Customer will use reasonable commercial efforts to minimize any such taxes to the extent allowed by law or treaty and will furnish AT&T with such evidence as may be required by relevant taxing authorities to establish that such tax has been paid so that AT&T may claim any applicable credit.

**4.3 Billing.** Unless a Service Publication specifies otherwise, Customer's obligation to pay for a Service Component begins upon availability of the Service Component to Customer. Customer will pay AT&T without deduction, setoff or delay for any reason (except for withholding taxes as provided in Section 4.2 - Additional Charges and Taxes or in Section 4.5 - Delayed Billing; Disputed Charges). At Customer's request, but subject to AT&T's consent (which may not be unreasonably withheld or withdrawn), Customer's Affiliates may be invoiced separately, and AT&T will accept payment from such Affiliates. Customer will be responsible for payment if Customer's Affiliates do not pay charges in accordance with this Agreement. AT&T may require Customer or its Affiliates to tender a deposit if AT&T determines, in its reasonable judgment, that Customer or its Affiliates are not creditworthy, and AT&T may apply such deposit to any charges owed.

**4.4 Payments.** Payment is due within 30 days after the date of the invoice (unless another date is specified in an applicable Tariff or Guidebook) and must refer to the invoice number. Charges must be paid in the currency specified in the invoice. Restrictive endorsements or other statements on checks are void. Customer will reimburse AT&T for all costs associated with collecting delinquent or dishonored payments, including reasonable attorneys' fees. AT&T may charge late payment fees at the lowest of (a) 1.5% per month (18% per annum), (b) for Services contained in a Tariff or Guidebook at the rate specified therein, or (c) the maximum rate allowed by law for overdue payments.



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4.5 **Delayed Billing; Disputed Charges.** Customer will not be required to pay charges for Services initially invoiced more than 6 months after close of the billing period in which the charges were incurred, except for calls assisted by an automated or live operator. If Customer disputes a charge, Customer will provide notice to AT&T specifically identifying the charge and the reason it is disputed within 6 months after the date of the invoice in which the disputed charge initially appears, or Customer waives the right to dispute the charge. The portion of charges in dispute may be withheld and will not be considered overdue until AT&T completes its investigation of the dispute, but Customer may incur late payment fees in accordance with Section 4.4 (Payments). Following AT&T's notice of the results of its investigation to Customer, payment of all properly due charges and properly accrued late payment fees must be made within ten (10) business days. AT&T will reverse any late payment fees that were invoiced in error.

4.6 **Credit Terms.** AT&T retains a lien and purchase money security interest in each item of Purchased Equipment and Vendor Software until Customer pays all sums due. AT&T is authorized to sign and file a financing statement to perfect such security interest.

4.7 **MARC.** Minimum Annual Revenue Commitment ("MARC") means an annual revenue commitment set forth in a Pricing Schedule that Customer agrees to satisfy during each 12-consecutive-month period of the Pricing Schedule Term. If Customer fails to satisfy the MARC for any such 12-month period, Customer will pay a shortfall charge in an amount equal to the difference between the MARC and the total of the applicable MARC-Eligible Charges incurred during such 12-month period, and AT&T may withhold contractual credits until Customer pays the shortfall charge.

#### 4.8 **Adjustments to MARC.**

- (a) In the event of a business downturn beyond Customer's control, or a corporate divestiture, merger, acquisition or significant restructuring or reorganization of Customer's business, or network optimization using other Services, or a reduction of AT&T's prices, or a force majeure event, any of which significantly impairs Customer's ability to meet a MARC, AT&T will offer to adjust the affected MARC to reflect Customer's reduced usage of Services (with a corresponding adjustment to the prices, credits or discounts available at the reduced MARC level). If the parties reach agreement on a revised MARC, AT&T and Customer will amend the affected Pricing Schedule prospectively. This Section 4.8 will not apply to a change resulting from Customer's decision to use service providers other than AT&T. Customer will provide AT&T notice of the conditions Customer believes will require the application of this provision. This provision does not constitute a waiver of any charges, including monthly recurring charges and shortfall charges, Customer incurs prior to amendment of the affected Pricing Schedule.
- (b) If Customer, through merger, consolidation, acquisition or otherwise, acquires a new business or operation, Customer and AT&T may agree in writing to include the new business or operation under this Agreement. Such agreement will specify the impact, if any, of such addition on Customer's MARC or other volume or growth discounts and on Customer's attainment thereof.

## 5. **CONFIDENTIAL INFORMATION**

5.1 **Confidential Information.** Confidential Information means: (a) information the parties or their Affiliates share with each other in connection with this Agreement or in anticipation of providing Services under this Agreement (including pricing or other proposals), but only to the extent identified as Confidential Information in writing; and (b) except as may be required by applicable law or regulation, the terms of this Agreement.

5.2 **Obligations.** A disclosing party's Confidential Information will, for a period of 3 years following its disclosure to the other party (except in the case of software, for which the period is indefinite): (a) not be disclosed, except to the receiving party's employees, agents and contractors having a need-to-know (but only if such agents and contractors are not direct competitors of the other party and agree in writing to use and disclosure restrictions as restrictive as this Section 5) or to the extent authorized to be revealed by law, governmental authority or legal process (but only if such disclosure is limited to that which is so authorized and prompt notice is provided to the disclosing party to the extent practicable and not prohibited by law, governmental authority or legal process); (b) be held in confidence; and (c) be used only for purposes of using the Services, evaluating proposals for new services or performing this Agreement (including in the case of AT&T to detect fraud, to check quality and to operate, maintain and enhance the network and Services).

5.3 **Exceptions.** The restrictions in this Section 5 will not apply to any information that: (a) is independently developed by the receiving party without use of the disclosing party's Confidential Information; (b) is lawfully received by the receiving party free of any obligation to keep it confidential; or (c) becomes generally available to the public other than by breach of this Agreement.

5.4 **Privacy.** Each party is responsible for complying with the privacy laws applicable to its business. AT&T shall require its personnel, agents and contractors around the world who process Customer Personal Data to

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protect Customer Personal Data in accordance with the data protection laws and regulations applicable to AT&T's business. If Customer does not want AT&T to comprehend Customer data to which it may have access in performing Services, Customer must encrypt such data so that it will be unintelligible. Customer is responsible for obtaining consent from and giving notice to its Users, employees and agents regarding Customer's and AT&T's collection and use of the User, employee or agent information in connection with a Service. Customer will only make accessible or provide Customer Personal Data to AT&T when it has the legal authority to do so. Unless otherwise directed by Customer in writing, if AT&T designates a dedicated account representative as Customer's primary contact with AT&T, Customer authorizes that representative to discuss and disclose Customer's customer proprietary network information to any employee or agent of Customer without a need for further authentication or authorization.

### 6. LIMITATIONS OF LIABILITY AND DISCLAIMERS

#### 6.1 Limitation of Liability.

- (a) EITHER PARTY'S ENTIRE LIABILITY AND THE OTHER PARTY'S EXCLUSIVE REMEDY FOR DAMAGES ON ACCOUNT OF ANY CLAIM ARISING OUT OF AND NOT DISCLAIMED UNDER THIS AGREEMENT SHALL BE:
- (i) FOR BODILY INJURY, DEATH OR DAMAGE TO REAL PROPERTY OR TO TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY A PARTY'S NEGLIGENCE, PROVEN DIRECT DAMAGES;
  - (ii) FOR BREACH OF SECTION 5 (Confidential Information), SECTION 10.1 (Publicity) OR SECTION 10.2 (Trademarks), PROVEN DIRECT DAMAGES;
  - (iii) FOR ANY THIRD-PARTY CLAIMS, THE REMEDIES AVAILABLE UNDER SECTION 7 (Third Party Claims);
  - (iv) FOR CLAIMS ARISING FROM THE OTHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, PROVEN DAMAGES; OR
  - (v) FOR CLAIMS OTHER THAN THOSE SET FORTH IN SECTION 6.1(a)(i)-(iv), PROVEN DIRECT DAMAGES NOT TO EXCEED, ON A PER CLAIM OR AGGREGATE BASIS DURING ANY TWELVE (12) MONTH PERIOD, AN AMOUNT EQUAL TO THE TOTAL NET CHARGES INCURRED BY CUSTOMER FOR THE AFFECTED SERVICE IN THE RELEVANT COUNTRY DURING THE THREE (3) MONTHS PRECEDING THE MONTH IN WHICH THE CLAIM AROSE.
- (b) EXCEPT AS SET FORTH IN SECTION 7 (Third Party Claims) OR IN THE CASE OF A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OR FOR INCREASED COST OF OPERATIONS.
- (c) THE LIMITATIONS IN THIS SECTION 6 SHALL NOT LIMIT CUSTOMER'S RESPONSIBILITY FOR THE PAYMENT OF ALL PROPERLY DUE CHARGES UNDER THIS AGREEMENT.

6.2 **Disclaimer of Liability.** AT&T WILL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, DATA, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; SERVICE DEFECTS, SERVICE LEVELS, DELAYS OR ANY SERVICE ERROR OR INTERRUPTION, INCLUDING INTERRUPTIONS OR ERRORS IN ROUTING OR COMPLETING ANY 911 OR OTHER EMERGENCY RESPONSE CALLS OR ANY OTHER CALLS OR TRANSMISSIONS (EXCEPT FOR CREDITS EXPLICITLY SET FORTH IN THIS AGREEMENT); LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER'S (OR ITS AFFILIATES', USERS' OR THIRD PARTIES') APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORKS OR SYSTEMS.

6.3 **Purchased Equipment and Vendor Software Warranty.** AT&T shall pass through to Customer any warranties for Purchased Equipment and Vendor Software available from the manufacturer or licensor. The manufacturer or licensor, and not AT&T, is responsible for any such warranty terms and commitments. ALL SOFTWARE AND PURCHASED EQUIPMENT IS OTHERWISE PROVIDED TO CUSTOMER ON AN "AS IS" BASIS.

6.4 **Disclaimer of Warranties.** AT&T MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT AND SPECIFICALLY DISCLAIMS ANY WARRANTY ARISING BY USAGE OF TRADE OR BY COURSE OF DEALING. FURTHER, AT&T MAKES NO REPRESENTATION OR WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE

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ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING CALLS TO 911 OR ANY SIMILAR EMERGENCY RESPONSE NUMBER) AND MAKES NO GUARANTEE REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR SUBJECT TO LOAD BALANCING OR THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO CUSTOMER'S DATA AND INFORMATION.

6.5 **Application and Survival.** The disclaimer of warranties and limitations of liability set forth in this Agreement will apply regardless of the form of action, whether in contract, equity, tort, strict liability or otherwise, of whether damages were foreseeable and of whether a party was advised of the possibility of such damages and will apply so as to limit the liability of each party and its Affiliates and their respective employees, directors, subcontractors and suppliers. The limitations of liability and disclaimers set out in this Section 6 will survive failure of any exclusive remedies provided in this Agreement.

### 7. THIRD PARTY CLAIMS

7.1 **AT&T's Obligations.** AT&T agrees at its expense to defend and either to settle any third-party claim against Customer, its Affiliates and its and their respective employees and directors or to pay all damages that a court finally awards against such parties for a claim alleging that a Service provided to Customer under this Agreement infringes any patent, trademark, copyright or trade secret, but not where the claimed infringement arises out of or results from: (a) Customer's, its Affiliate's or a User's content; (b) modifications to the Service by Customer, its Affiliate or a third party, or combinations of the Service with any non-AT&T services or products by Customer or others; (c) AT&T's adherence to Customer's or its Affiliate's written requirements; or (d) use of a Service in violation of this Agreement.

7.2 **Customer's Obligations.** Customer agrees at its expense to defend and either to settle any third-party claim against AT&T, its Affiliates and its and their respective employees, directors, subcontractors and suppliers or to pay all damages that a court finally awards against such parties for a claim that: (a) arises out of Customer's, its Affiliate's or a User's access to or use of the Services and the claim is not the responsibility of AT&T under Section 7.1; (b) alleges that a Service infringes any patent, trademark, copyright or trade secret and falls within the exceptions in Section 7.1; or (c) alleges a breach by Customer, its Affiliate or a User of a Software license agreement.

7.3 **Infringing Services.** Whenever AT&T is liable under Section 7.1, AT&T may at its option either procure the right for Customer to continue using, or may replace or modify, the Service so that it is non-infringing.

7.4 **Notice and Cooperation.** The party seeking defense or settlement of a third-party claim under this Section 7 will provide notice to the other party promptly upon learning of any claim for which defense or settlement may be sought, but failure to do so will have no effect except to the extent the other party is prejudiced by the delay. The party seeking defense or settlement will allow the other party to control the defense and settlement of the claim and will reasonably cooperate with the defense. The defending party will use counsel reasonably experienced in the subject matter at issue and will not settle a claim without the written consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim where relief against the party being defended is limited to monetary damages that are paid by the defending party under this Section 7.

7.5 AT&T's obligations under Section 7.1 shall not extend to actual or alleged infringement or misappropriation of intellectual property based on Purchased Equipment, Software, or Third-Party Services.

### 8. SUSPENSION AND TERMINATION

8.1 **Termination of Agreement.** This Agreement may be terminated immediately upon notice by either party if the other party becomes insolvent, ceases operations, is the subject of a bankruptcy petition, enters receivership or any state insolvency proceeding or makes an assignment for the benefit of its creditors.

8.2 **Termination or Suspension** The following additional termination provisions apply:

- (a) **Material Breach.** If either party fails to perform or observe any material warranty, representation, term or condition of this Agreement, including non-payment of charges, and such failure continues unremedied for 30 days after receipt of notice, the aggrieved party may terminate (and AT&T may suspend and later terminate) the affected Service Components and, if the breach materially and adversely affects the entire Agreement, terminate (and AT&T may suspend and later terminate) the entire Agreement.
- (b) **Materially Adverse Impact.** If AT&T revises a Service Publication, the revision has a materially adverse impact on Customer and AT&T does not effect revisions that remedy such materially adverse impact within 30 days after receipt of notice from Customer, then Customer may, as Customer's sole remedy, elect to terminate the affected Service Components on 30 days' notice to AT&T, given not later than 90 days after Customer first learns of the revision to the Service Publication. "Materially adverse impacts" do

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not include changes to non-stabilized pricing, changes required by governmental authority, or assessment of or changes to additional charges such as surcharges or taxes.

- (c) **Internet Services.** If Customer fails to rectify a violation of the AUP within 5 days after receiving notice from AT&T, AT&T may suspend the affected Service Components. AT&T reserves the right, however, to suspend or terminate immediately when: (i) AT&T's suspension or termination is in response to multiple or repeated AUP violations or complaints; (ii) AT&T is acting in response to a court order or governmental notice that certain conduct must be stopped; or (iii) AT&T reasonably determines that (a) it may be exposed to sanctions, liability, prosecution or other adverse consequences under applicable law if AT&T were to allow the violation to continue; (b) such violation may harm or interfere with the integrity, normal operations or security of AT&T's network or networks with which AT&T is interconnected or may interfere with another customer's use of AT&T services or the Internet; or (c) such violation otherwise presents an imminent risk of harm to AT&T, AT&T's customers or its or their respective employees.
- (d) **Fraud or Abuse.** AT&T may terminate or suspend an affected Service or Service Component and, if the activity materially and adversely affects the entire Agreement, terminate or suspend the entire Agreement, immediately by providing Customer with as much advance notice as is reasonably practicable under the circumstances if Customer, in the course of breaching the Agreement: (i) commits a fraud upon AT&T; (ii) uses the Service to commit a fraud upon another party; (iii) unlawfully uses the Service; (iv) abuses or misuses AT&T's network or Service; or (v) interferes with another customer's use of AT&T's network or services.
- (e) **Infringing Services.** If the options described in Section 7.3 (Infringing Services) are not reasonably available, AT&T may at its option terminate the affected Services or Service Components without liability other than as stated in Section 7.1 (AT&T's Obligations).
- (f) **Hazardous Materials.** If AT&T encounters any Hazardous Materials at the Site, AT&T may terminate the affected Services or Service Components or may suspend performance until Customer removes and remediates the Hazardous Materials at Customer's expense in accordance with applicable law.

### 8.3 Effect of Termination.

- (a) Termination or suspension by either party of a Service or Service Component does not waive any other rights or remedies a party may have under this Agreement and will not affect the rights and obligations of the parties regarding any other Service or Service Component.
- (b) If a Service or Service Component is terminated, Customer will pay all amounts incurred prior to the effective date of termination.

### 8.4 Termination Charges.

- (a) If Customer terminates this Agreement or an affected Service or Service Component for cause in accordance with the Agreement or if AT&T terminates a Service or Service Component other than for cause, Customer will not be liable for the termination charges set forth in this Section 8.4.
- (b) If Customer or AT&T terminates a Service or Service Component prior to Cutover other than as set forth in Section 8.4(a), Customer (i) will pay any pre-Cutover termination or cancellation charges set out in a Pricing Schedule or Service Publication, or (ii) in the absence of such specified charges, will reimburse AT&T for time and materials incurred prior to the effective date of termination, plus any third party charges resulting from the termination.
- (c) If Customer or AT&T terminates a Service or Service Component after Cutover other than as set forth in Section 8.4(a), Customer will pay applicable termination charges as follows: (i) 50% (unless a different amount is specified in the Pricing Schedule) of any unpaid recurring charges for the terminated Service or Service Component attributable to the unexpired portion of an applicable Minimum Payment Period; (ii) if termination occurs before the end of an applicable Minimum Retention Period, any associated credits or waived or unpaid non-recurring charges; and (iii) any charges incurred by AT&T from a third party (*i.e.*, not an AT&T Affiliate) due to the termination. The charges set forth in Sections 8.4(c)(i) and (ii) will not apply if a terminated Service Component is replaced with an upgraded Service Component at the same Site, but only if the Minimum Payment Period or Minimum Retention Period, as applicable, (the "Minimum Period") and associated charge for the replacement Service Component are equal to or greater than the corresponding Minimum Period and associated charge for the terminated Service Component, respectively, and if the upgrade is not restricted in the applicable Service Publication.
- (d) In addition, if Customer terminates a Pricing Schedule that has a MARC, Customer will pay an amount equal to 50% of the unsatisfied MARC for the balance of the Pricing Schedule Term.

## 9. IMPORT/EXPORT CONTROL

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Neither party will use, distribute, transfer or transmit any equipment, services, software or technical information provided under this Agreement (even if incorporated into other products) except in compliance with all applicable import and export laws, conventions and regulations.

### 10. MISCELLANEOUS PROVISIONS

10.1 **Publicity.** Neither party may issue any public statements or announcements relating to the terms of this Agreement or to the provision of Services without the prior written consent of the other party.

10.2 **Trademarks.** Each party agrees not to display or use, in advertising or otherwise, any of the other party's trade names, logos, trademarks, service marks or other indicia of origin without the other party's prior written consent, which consent may be revoked at any time by notice.

10.3 **Independent Contractor.** Each party is an independent contractor. Neither party controls the other, and neither party nor its Affiliates, employees, agents or contractors are Affiliates, employees, agents or contractors of the other party.

10.4 **Force Majeure.** Except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or damage due to fire, explosion, cable cuts, power blackout, earthquake, flood, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism, acts of God, acts of a public enemy, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies or other causes beyond such party's reasonable control.

10.5 **Amendments and Waivers.** Any supplement to or modification or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of both parties. A waiver by either party of any breach of this Agreement will not operate as a waiver of any other breach of this Agreement.

#### 10.6 Assignment and Subcontracting.

(a) Customer may, without AT&T's consent but upon notice to AT&T, assign in whole or relevant part its rights and obligations under this Agreement to a Customer Affiliate. AT&T may, without Customer's consent, assign in whole or relevant part its rights and obligations under this Agreement to an AT&T Affiliate. In no other case may this Agreement be assigned by either party without the prior written consent of the other party (which consent will not be unreasonably withheld or delayed). In the case of any assignment, the assigning party shall remain financially responsible for the performance of the assigned obligations.

(b) AT&T may subcontract to an Affiliate or a third party work to be performed under this Agreement but will remain financially responsible for the performance of such obligations.

(c) In countries where AT&T does not have an Affiliate to provide a Service, AT&T may assign its rights and obligations related to such Service to a local service provider, but AT&T will remain responsible to Customer for such obligations. In certain countries, Customer may be required to contract directly with the local service provider.

10.7 **Severability.** If any portion of this Agreement is found to be invalid or unenforceable or if, notwithstanding Section 10.11 (Governing Law), applicable law mandates a different interpretation or result, the remaining provisions will remain in effect and the parties will negotiate in good faith to substitute for such invalid, illegal or unenforceable provision a mutually acceptable provision consistent with the original intention of the parties.

10.8 **Injunctive Relief.** Nothing in this Agreement is intended to or should be construed to prohibit a party from seeking preliminary or permanent injunctive relief in appropriate circumstances from a court of competent jurisdiction.

10.9 **Legal Action.** Any legal action arising in connection with this Agreement must be filed within two (2) years after the cause of action accrues, or it will be deemed time-barred and waived. The parties waive any statute of limitations to the contrary.

10.10 **Notices.** Any required notices under this Agreement shall be in writing and shall be deemed validly delivered if made by hand (in which case delivery will be deemed to have been effected immediately), or by overnight mail (in which case delivery will be deemed to have been effected one (1) business day after the date of mailing), or by first class pre-paid post (in which case delivery will be deemed to have been effected five (5) days after the date of posting), or by facsimile or electronic transmission (in which case delivery will be deemed to have been effected on the day the transmission was sent). Any such notice shall be sent to the office of the recipient set forth on the cover page of this Agreement or to such other office or recipient as designated in writing from time to time.

10.11 **Governing Law.** This Agreement will be governed by the law of the State of New York, without regard to its conflict of law principles, unless a regulatory agency with jurisdiction over the applicable Service applies a different law. The United Nations Convention on Contracts for International Sale of Goods will not apply.

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10.12 **Compliance with Laws.** Each party will comply with all applicable laws and regulations and with all applicable orders issued by courts or other governmental bodies of competent jurisdiction.

10.13 **No Third Party Beneficiaries.** This Agreement is for the benefit of Customer and AT&T and does not provide any third party (including Users) the right to enforce it or to bring an action for any remedy, claim, liability, reimbursement or cause of action or any other right or privilege.

10.14 **Survival.** The respective obligations of Customer and AT&T that by their nature would continue beyond the termination or expiration of this Agreement, including the obligations set forth in Section 5 (Confidential Information), Section 6 (Limitations of Liability and Disclaimers) and Section 7 (Third Party Claims), will survive such termination or expiration.

10.15 **Agreement Language.** The language of this Agreement is English. If there is a conflict between this Agreement and any translation, the English version will take precedence.

10.16 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to its subject matter. Except as provided in Section 2.4 (License and Other Terms), this Agreement supersedes all other agreements, proposals, representations, statements and understandings, whether written or oral, concerning the Services or the rights and obligations relating to the Services, and the parties disclaim any reliance thereon. This Agreement will not be modified or supplemented by any written or oral statements, proposals, representations, advertisements, service descriptions or purchase order forms not expressly set forth in this Agreement.

### 11. DEFINITIONS

“**Affiliate**” of a party means any entity that controls, is controlled by or is under common control with such party.

“**API**” means an application program interface used to make a resources request from a remote implementer program. An API may include coding, specifications for routines, data structures, object classes, and protocols used to communicate between programs.

“**AT&T Software**” means software, including APIs, and all associated written and electronic documentation and data owned by AT&T and licensed by AT&T to Customer. AT&T Software does not include software that is not furnished to Customer.

“**Customer Personal Data**” means information that identifies an individual, that Customer directly or indirectly makes accessible to AT&T and that AT&T collects, holds or uses in the course of providing the Services.

“**Cutover**” means the date Customer’s obligation to pay for Services begins.

“**Effective Date**” of a Pricing Schedule means the date on which the last party signs the Pricing Schedule unless a later date is required by regulation or law.

“**MARC-Eligible Charges**” means the recurring and usage charges (including amounts calculated from unpaid charges that are owed under Section 8.4(c)(i)), after deducting applicable discounts and credits (other than outage or SLA credits), that AT&T charges Customer for the Services identified in the applicable Pricing Schedule as MARC-contributing. The following are not MARC-Eligible Charges: (a) charges for or in connection with Customer’s purchase of equipment; (b) taxes; and (c) charges imposed in connection with governmentally imposed costs or fees (such as USF, PICC, payphone service provider compensation, E911 and deaf relay charges).

“**Minimum Payment Period**” means the Minimum Payment Period identified for a Service Component in a Pricing Schedule or Service Publication during which Customer is required to pay recurring charges for the Service Component.

“**Minimum Retention Period**” means the Minimum Retention Period identified for a Service Component in a Pricing Schedule or Service Publication during which Customer is required to maintain service to avoid the payment (or repayment) of certain credits, waived charges or amortized charges.

“**Purchased Equipment**” means equipment or other tangible products Customer purchases under this Agreement, including any replacements of Purchased Equipment provided to Customer. Purchased Equipment also includes any internal code required to operate such Equipment. Purchased Equipment does not include Software but does include any physical media provided to Customer on which Software is stored.

“**Service Component**” means an individual component of a Service provided under this Agreement.

“**Service Publications**” means Tariffs, Guidebooks, Service Guides and the AUP.

“**Site**” means a physical location, including Customer’s collocation space on AT&T’s or its Affiliate’s or subcontractor’s property, where AT&T installs or provides a Service.

“**Software**” means AT&T Software and Vendor Software.

**MASTER AGREEMENT**

**“Third-Party Service”** means a service provided directly to Customer by a third party under a separate agreement between Customer and the third party.

**“Vendor Software”** means software, including APIs, and all associated written and electronic documentation and data AT&T furnishes to Customer, other than AT&T Software.



AT&T MA Reference No. MA50002395UA  
AT&T Contract ID No. SDN464VVMJ

**AT&T SWITCHED ETHERNET SERVICE<sup>SM</sup> (with NETWORK ON DEMAND)**  
**Pricing Schedule Provided Pursuant to Custom Terms**

Please sign by 03-09-2016

<b>Customer</b>	<b>AT&amp;T</b>
CITY OF MADERA Street Address: 205 W 4th St , NA City: Madera State/Province: CA Zip Code: 936373588 Country: USA	The applicable AT&T ILEC Service-Providing Affiliate(s)
<b>Customer Contact (for Notices)</b>	<b>AT&amp;T Contact (for Notices)</b>
Name: rOBERT pOYTHRESS Title: Other Street Address: 205 W. 4th Street City: MADERA State/Province: CA Zip Code: 93637 Country: USA Telephone: 5596615400 Fax: Email: tuyesaka@cityofmadera.com Customer Account Number or Master Account Number: 1-36L1MY	Name: AGNIESZKA BARBER Street Address: 675 W PEACHTREE ST NW City: ATLANTA State/Province: GA Zip Code: 30308 Country: USA Telephone: 4042810735 Fax: 1231231234 Email: at7441@us.att.com Sales/Branch Manager: HOLLY TRIPP SCVP Name: VACANT POSITION Sales Strata: Retail-Direct Sales Region: US-SOUTHEAST <b><u>With a copy (for Notices) to:</u></b> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: <a href="mailto:mast@att.com">mast@att.com</a>
<b>AT&amp;T Solution Provider or Representative Information (if applicable) <input type="checkbox"/></b>	
Name: Company Name: Agent Street Address: City: State: Zip Code: Country: USA Telephone: Fax: Email: Agent Code	

This Pricing Schedule for the service(s) identified below ("Service") is part of the Agreement referenced above. Customer requests that its identity be kept confidential and not be publicly disclosed by AT&T or by any regulatory commission, unless required by law.

Services purchased under this Pricing Schedule must be ordered and managed using the AT&T Network on Demand process described in the Network on Demand Guide available at: [http://cpr.att.com/pdf/publications/NOD\\_Guide.pdf](http://cpr.att.com/pdf/publications/NOD_Guide.pdf) which is incorporated herein by reference and is subject to change by AT&T from time to time.

AT&T California currently provides billing and collections services to third parties, which may place charges that Customer authorizes on Customer's bill for intrastate Services. To the extent that AT&T California makes blocking of such charges available, Customer may block third-party charges from its bill at no cost.



WK# - Interstate-InterLATA – TBD	For AT&T Administrative Use Only Pricing Schedule No. _____ Original Effective Date: _____
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**AT&T Switched Ethernet Service<sup>SM</sup> (with Network On Demand) Pricing Schedule Provided Pursuant to Custom Terms**

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Printed or Typed Name:	Printed or Typed Name:
Title:	Title:
Date:	Date:

<b>For AT&amp;T internal use only:</b>	Contract Ordering and Billing Number (CNUM):
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**1. SERVICE, SERVICE PROVIDER(S) and SERVICE PUBLICATION(S)**

**1.1 AT&T Switched Ethernet Service<sup>SM</sup>**

Service	Service Publication (incorporated by reference)	Service Publication location
AT&T Switched Ethernet Service <sup>SM</sup>	AT&T Switched Ethernet Service Guide	<a href="http://cpr.att.com/pdf/commonEthServGuide.html">http://cpr.att.com/pdf/commonEthServGuide.html</a>

**Service Providers**

AT&T Alabama	AT&T Indiana	AT&T Missouri	AT&T Tennessee
AT&T Arkansas	AT&T Kansas	AT&T Nevada	AT&T Texas
AT&T California	AT&T Kentucky	AT&T North Carolina	AT&T Wisconsin
AT&T Florida	AT&T Louisiana	AT&T Ohio	BellSouth
AT&T Georgia	AT&T Michigan	AT&T Oklahoma	Telecommunications, LLC
AT&T Illinois	AT&T Mississippi	AT&T South Carolina	d/b/a AT&T Southeast

**1.2 Inside Wiring**

<b>Service</b>	AT&T Inside Wiring
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Service Provider	Service Publication	Service Publication Location
Same as the AT&T Service Provider for the AT&T Switched Ethernet Service	AT&T Inside Wiring Service Attachment	<a href="http://cpr.att.com/pdf/service_publications/ASE_SDN_Inside_Wiring_Attachment.pdf">http://cpr.att.com/pdf/service_publications/ASE_SDN_Inside_Wiring_Attachment.pdf</a>

WK# - Interstate-InterLATA – TBD	For AT&T Administrative Use Only Pricing Schedule No. _____ Original Effective Date: _____
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**AT&T Switched Ethernet Service<sup>SM</sup> (with Network On Demand) Pricing Schedule Provided Pursuant to Custom Terms**

## 2. PRICING SCHEDULE TERM, EFFECTIVE DATES

<b>Pricing Schedule Term</b>	60 months
<b>PRICING SCHEDULE TERM AUTO-RENEWAL*</b>	THE PRICING SCHEDULE TERM SHALL BE EXTENDED FOR ADDITIONAL 12-MONTH TERMS UNDER THE SAME TERMS AND CONDITIONS HEREIN UNLESS EITHER PARTY PROVIDES WRITTEN NOTICE OF ITS INTENT NOT TO EXTEND THIS PRICING SCHEDULE AT LEAST 60 DAYS PRIOR TO THE EXPIRATION OF THE THEN CURRENT PRICING SCHEDULE TERM. WHERE PERMITTED BY LAW, CUSTOMER WAIVES ANY RIGHT TO RECEIVE NOTICE PRIOR TO ANY SUCH AUTOMATIC EXTENSION.
<b>Pricing following the end of Pricing Schedule Term</b>	Non-stabilized prices as modified from time to time in applicable Service Publication or, if there is no such pricing, the pricing in this Pricing Schedule

\*Not applicable in states where notice is required prior to auto-renewal.

## 3. MINIMUM PAYMENT PERIOD

<b>Service Components</b>	<b>Percentage of Monthly Recurring Charge Applied for Calculation of Early Termination Charges*</b>	<b>Minimum Payment Period per Service Component</b>
All Service Components	50% plus any unpaid or waived non-recurring charges	Until end of Pricing Schedule Term

\*Early termination charges shall not exceed the total amount of monthly recurring charges for the remainder of the Minimum Payment Period;  
refer to [Network on Demand Guide](#) for details.

## 4. ADDS

AT&T Switched Ethernet Service Customer Port Connections may be purchased during the Pricing Schedule Term at the rates, terms and conditions herein.

## 5. RATES and CHARGES

### 5.1 AT&T SWITCHED ETHERNET SERVICE

#### 5.1.1 Monthly Recurring Charges (MRC)

All Monthly Recurring Charge (MRC) rates are per port. The total MRC for a port is the sum of the Port Connection MRC, the Bandwidth MRC, and any associated Feature MRC(s).

#### Port Connection MRC

<b>Customer Port Connection Speed</b>	<b>MRC</b>
<b>100 Mbps</b>	\$189.75
<b>1 Gbps</b>	\$189.75

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**AT&T Switched Ethernet Service<sup>SM</sup> (with Network On Demand) Pricing Schedule Provided Pursuant to Custom Terms**

**Bandwidth MRC**

If Customer changes the CIR and/or CoS configuration during the billing cycle, the Bandwidth MRC will be prorated based on the time interval for each configuration.

<b>Bandwidth MRC (100 Mbps and 1 Gbps Port Connections)</b>					
<b>Committed Information Rate (CIR)</b>	<b>Class of Service (CoS)</b>				
	<b>Non Critical High</b>	<b>Business Critical Medium</b>	<b>Business Critical High</b>	<b>Interactive</b>	<b>Real Time</b>
<b>2 Mbps CIR</b>	<b>\$ 130.73</b>	<b>\$ 135.24</b>	<b>\$ 162.29</b>	<b>\$ 191.59</b>	<b>\$ 207.37</b>
<b>4 Mbps CIR</b>	<b>\$ 155.65</b>	<b>\$ 160.23</b>	<b>\$ 187.70</b>	<b>\$ 212.88</b>	<b>\$ 228.90</b>
<b>5 Mbps CIR</b>	<b>\$ 169.29</b>	<b>\$ 177.17</b>	<b>\$ 196.85</b>	<b>\$ 216.54</b>	<b>\$ 232.28</b>
<b>8 Mbps CIR</b>	<b>\$ 185.71</b>	<b>\$ 192.72</b>	<b>\$ 208.49</b>	<b>\$ 222.50</b>	<b>\$ 238.27</b>
<b>10 Mbps CIR</b>	<b>\$ 195.24</b>	<b>\$ 204.69</b>	<b>\$ 236.18</b>	<b>\$ 267.67</b>	<b>\$ 286.56</b>
<b>20 Mbps CIR</b>	<b>\$ 220.50</b>	<b>\$ 230.76</b>	<b>\$ 256.40</b>	<b>\$ 282.04</b>	<b>\$ 302.55</b>
<b>50 Mbps CIR</b>	<b>\$ 258.82</b>	<b>\$ 270.70</b>	<b>\$ 297.11</b>	<b>\$ 323.52</b>	<b>\$ 348.61</b>
<b>100 Mbps CIR</b>	<b>\$ 307.00</b>	<b>\$ 323.16</b>	<b>\$ 350.09</b>	<b>\$ 377.02</b>	<b>\$ 403.95</b>

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**AT&T Switched Ethernet Service<sup>SM</sup> (with Network On Demand) Pricing Schedule Provided Pursuant to Custom Terms**

Bandwidth MRC (100 Mbps and 1 Gbps Port Connections)					
Committed Information Rate (CIR)	Class of Service (CoS)				
	Non Critical High	Business Critical Medium	Business Critical High	Interactive	Real Time
150 Mbps CIR	\$ 435.84	\$ 457.46	\$ 478.42	\$ 499.05	\$ 535.65
250 Mbps CIR	\$ 493.65	\$ 518.33	\$ 584.15	\$ 649.97	\$ 697.69
400 Mbps CIR	\$ 545.27	\$ 572.77	\$ 637.49	\$ 702.21	\$ 753.99
500 Mbps CIR	\$ 579.92	\$ 608.76	\$ 672.84	\$ 736.92	\$ 791.39
600 Mbps CIR	\$ 669.92	\$ 703.10	\$ 777.36	\$ 829.50	\$ 887.96
1000 Mbps CIR	\$ 769.06	\$ 808.29	\$ 871.07	\$ 933.85	\$ 1001.34

**5.1.2 Non Recurring Charges (NRC)**

Standard Non Recurring Charges for installation of new Customer Port Connections, per the applicable Service Publication, will be waived.

**5.1.3 Additional Charges**

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WK# - Interstate-InterLATA – TBD	<u>For AT&amp;T Administrative Use Only</u> Pricing Schedule No. _____ Original Effective Date: _____
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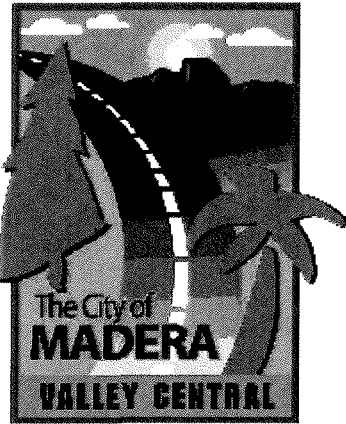
**AT&T Switched Ethernet Service<sup>SM</sup> (with Network On Demand) Pricing Schedule Provided Pursuant to Custom Terms**

Charges for additional Service options may apply, per Service Publication. Charges for special construction, if needed, may also apply.

**5.2 AT&T INSIDE WIRING**

Charges for AT&T Inside Wiring are as set forth in the Service Publication.

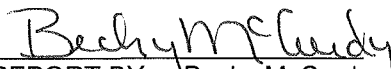
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## REPORT TO CITY COUNCIL


MEETING DATE: March 2, 2016

AGENDA ITEM NO.: B - 5

  
REPORT BY: Becky McCurdy  
Procurement Services Manager

Approved:

  
Tim Przybyla, Director of Finance

  
David R. Tooley, City Administrator

**SUBJECT: CONSIDERATION OF A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT FOR COOPERATIVE PURCHASING BETWEEN THE CITY AND BUYBOARD NATIONAL PURCHASING COOPERATIVE AND AUTHORIZING THE MAYOR TO SIGN ON BEHALF OF THE CITY**

### RECOMMENDATION:

Staff recommends approval of the attached resolution approving the Interlocal Participation Agreement for Cooperative Purchasing and authorizing the mayor to sign on behalf of the City

### SUMMARY:

Purchasing has reviewed the processes used by BuyBoard National Purchasing Cooperative to establish their competitively bid national contracts and their processes either meet or exceed our requirements. This Cooperative has several large equipment and supply contracts that would be of benefit to the City. There is no cost to the City for participating in these contracts.

**DISCUSSION:**

The City has recognized the benefits of participating in various forms of cooperative purchasing and has adopted a process for identifying qualifying agencies and contracts in the City's Administrative Policy No. 18, Purchasing Policy of the City of Madera.

BuyBoard National Purchasing Cooperative has instituted a cooperative purchasing program. Under that program they solicit contracts for goods and services. They then make those contracts available to other qualified entities.

Purchasing staff has researched the policies and processes used by this Cooperative to establish competitively bid contracts and found them to be in compliance with City policy and state code. In addition they have a wide variety of products and supplies under contract and use of these contracts will provide the City with more favorable prices, terms and/or conditions than we would be able to achieve bidding these products on our own.

**FINANCIAL IMPACT:**

Participation in cooperative purchasing will provide the City with lower product costs as well as reducing costs for bidding and awarding contracts for the products and supplies available through this Cooperative.

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

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

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

**A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF MADERA, CALIFORNIA, APPROVING AN INTERLOCAL  
AGREEMENT FOR COOPERATIVE PURCHASING BETWEEN THE CITY AND  
BUYBOARD NATIONAL PURCHASING COOPERATIVE AND AUTHORIZING  
THE MAYOR TO SIGN ON BEHALF OF THE CITY**

**WHEREAS**, the City has recognized the benefits of participating in cooperative purchasing efforts as reflected in the City's purchasing policy; and

**WHEREAS**, BuyBoard National Purchasing Cooperative has established cooperative purchasing contracts using processes that meet or exceed City and State requirements for public purchasing; and

**WHEREAS**, by participating in these contracts the City will be able to receive products and supplies at a more favorable price than they would otherwise be able to obtain.

**WHEREAS**, there is a proposed agreement between BuyBoard National Purchasing Cooperative and the City on file in the office of the City Clerk.

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

**MADERA** hereby finds, orders and resolves as follows:

1. The above recitals are true and correct.
2. The Interlocal Participation Agreement between the City and BuyBoard National Purchasing Cooperative is approved and the Mayor is authorized to sign on behalf of the City.
3. This resolution is effective immediately upon adoption.

\*\*\*\*\*





**BuyBoard**<sup>®</sup>  
National Purchasing Cooperative  
**NATIONAL PURCHASING COOPERATIVE**  
**INTERLOCAL PARTICIPATION AGREEMENT**

This Interlocal Participation Agreement ("Agreement") is made and entered into on the date indicated below by and between The National Purchasing Cooperative ("Cooperative"), an administrative agency of cooperating local governments, acting on its own behalf and the behalf of all participating local governments, and the undersigned local government ("Cooperative Member").

### **I. RECITALS**

WHEREAS, the National Purchasing Cooperative was formed on May 26, 2010, pursuant to MD. CODE ANN., STATE FIN. & PROC. § 13-110 (West 2009), and R.I.GEN.LAWS § 16-2-9.2 (2009); and

WHEREAS, the purpose of this Agreement is to facilitate compliance with state procurement requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Cooperative Members;

NOW THEREFORE, in consideration of the mutual covenants, promises and obligations contained herein, the undersigned Cooperative Member and the Cooperative agree as follows.

### **II. TERMS AND CONDITIONS**

1. **Adopt Organizational Interlocal Cooperation Agreement.** The Cooperative Member by the execution or acceptance of this Agreement hereby adopts and approves the Organizational Interlocal Agreement dated May 26, 2010, which agreement is incorporated herein by reference (and is available from the Cooperative upon request). The Organizational Interlocal Agreement established the Cooperative as an administrative agency of its collective participants, and Cooperative Member agrees to become a participant or additional party to that Organizational Interlocal Agreement.
2. **Term.** The initial term of this Agreement shall commence on the date it is executed by both parties and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement.
3. **Termination.**
  - (a) **By the Cooperative Member.** This Agreement may be terminated by the Cooperative Member at any time by thirty (30) days prior written notice to the Cooperative, provided any amounts owed to any vendor have been fully paid.

(b) **By the Cooperative.** The Cooperative may terminate this Agreement by:

(1) Giving ten (10) days notice by certified mail to the Cooperative Member if the Cooperative Member breaches this Agreement; or

(2) Giving thirty (30) days notice by certified mail to the Cooperative Member with or without cause.

(c) **Termination Procedure.** If the Cooperative Member terminates its participation under this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member, the Cooperative Member shall bear the full financial responsibility for all of its purchases made from vendors under or through this Agreement. The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. In addition, the Cooperative Member agrees it will not be entitled to a distribution which may occur after the Cooperative Member terminates from the Cooperative.

4. **Payments by Cooperative Member.** The Cooperative Member will make timely payments to the vendor for the goods, materials and services received in accordance with the terms and conditions of the bid invitation, instructions, and all other applicable procurement documents. Payment for goods, materials and services and inspections and acceptance of goods, materials and services ordered by the procuring Cooperative Member shall be the exclusive obligation of the procuring Cooperative Member, and not the Cooperative. Furthermore, the Cooperative Member is solely responsible for negotiating and securing ancillary agreements from the vendor on such other terms and conditions, including provisions relating to insurance or bonding, that the Cooperative Member deems necessary or desirable under state or local law, local policy or rule, or within its business judgment.
5. **Payments by Vendors.** The parties agree that the Cooperative will require payment from vendors which are selected to provide goods, materials or services to Cooperative Members. Such payment (hereafter "Vendor Fees") may be up to two percent (2%) of the purchase price paid by Cooperative Members or a flat fee amount that may be set from time to time by the Cooperative Board of Directors. Cooperative Member agrees that these Vendor Fees fairly compensate the Cooperative for the services and functions performed under this Agreement and that these Vendor Fees enable the Cooperative to pay the administrative, endorsement, licensing, marketing, and other expenses involved in successfully operating a program of electronic commerce for the Cooperative Members. Further, Cooperative Member affirmatively disclaims any rights to such Vendor Fees, acknowledging all such fees are the property of the Cooperative. Similarly, in no event shall a Cooperative Member be responsible for payment of Vendor Fees.
6. **Distribution.** From time to time, and at the sole discretion of the Cooperative Board of Directors, the Cooperative may issue a distribution to Cooperative Members under a plan developed by the Cooperative Board of Directors. The Cooperative Member acknowledges that a distribution is never guaranteed and will depend on the overall financial condition of the Cooperative at the time of the distribution and the purchases made by the Cooperative Member.
7. **Administration.** The Cooperative may enter into contracts with others, including non-profit associations, for the administration, operation and sponsorship of the purchasing program provided by this Agreement. The Cooperative will provide reports, at least annually, to the Cooperative Member electronically or by

mail. Cooperative Member will report purchase orders generated under this Agreement to the Cooperative or its designee, in accordance with instructions of the Cooperative.

8. **BuyBoard®.** Cooperative Member will have a non-exclusive license to use the BuyBoard electronic purchasing application (BuyBoard) during the term of this Agreement. Cooperative Member acknowledges and agrees that the BuyBoard electronic application and trade name are owned by the Texas Association of School Boards, Inc., and that neither the Cooperative nor the Cooperative Member has any proprietary rights in the BuyBoard electronic application or trade name. The Cooperative Member will not attempt to resell, rent, or otherwise distribute any part of BuyBoard to any other party; nor will it attempt to modify the BuyBoard programs on the server or acquire the programming code. The Cooperative Member may not attempt to modify, adapt, translate, distribute, reverse engineer, decompile, or disassemble any component of the application. The Cooperative Member will use BuyBoard in accordance with instructions from the Cooperative (or its designee) and will discontinue use upon termination of participation in the Cooperative. The Cooperative Member will maintain equipment, software and conduct testing to operate the BuyBoard system at its own expense.

### III. GENERAL PROVISIONS

1. **Amendment by Notice.** The Board may amend this Agreement, provided that prior written notice is sent to the Cooperative Member at least 60 days prior to the effective date of any change described in such amendment and provided that the Cooperative Member does not terminate its participation in the Cooperative before the expiration of said 60 days.
2. **Authorization to Participate and Compliance with Local Policies.** Each Cooperative Member represents and warrants that its governing body has duly authorized its participation in the Cooperative and that the Cooperative Member will comply with all state and local laws and policies pertaining to purchasing of goods and services through its membership in the Cooperative.
3. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all written policies and procedures established by the Cooperative. Notwithstanding the foregoing, the Cooperative shall provide written notice to the Cooperative Member of any amendment to the Bylaws of the Cooperative and any written policy or procedure of the Cooperative that is intended to be binding on the Cooperative Member. The Cooperative shall promptly notify all Cooperative Members in writing of any Bylaw amendment, policy or procedure change.
4. **Cooperation and Access.** The Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by the Cooperative. The Cooperative reserves the right to audit the relevant records of any Cooperative Member. Any breach of this provision shall be considered material and shall make the Agreement subject to termination on ten (10) days written notice to the Cooperative Member.
5. **Coordinator.** The Cooperative Member agrees to appoint a program coordinator who shall have express authority to represent and bind the Cooperative Member, and the Cooperative will not be required to contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.

6. **Current Revenue.** The Cooperative Member hereby warrants that all payments, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Cooperative Member.
7. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to regulate the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Cooperative in any litigation, claim or dispute which arises from the services provided by the Cooperative on behalf of its members, collectively or individually. Neither this provision nor any other provision in this Agreement will create a legal duty for the Cooperative to provide a defense or prosecute a claim; rather, the Cooperative may exercise this right in its sole discretion and to the extent permitted or authorized by law. The Cooperative Member shall reasonably cooperate and supply any information necessary or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement.
8. **Governance.** The Board of Directors (Board) will govern the Cooperative in accordance with the Bylaws.
9. **Jurisdiction/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Rhode Island.
10. **Legal Authority.** The Cooperative Member represents and warrants to the Cooperative the following:
  - a) The Cooperative Member has conferred with legal counsel and determined it is duly authorized by the laws of the jurisdiction in which the Cooperative Member lies to participate in cooperative purchasing, and specifically, the National Purchasing Cooperative.
  - b) The Cooperative Member possesses the legal authority to enter into this Agreement and can allow this Agreement to automatically renew without subsequent action of its governing body.
  - c) Purchases made under this Agreement will satisfy all procedural procurement requirements that the Cooperative Member must meet under all applicable local policy, regulation, or state law.
  - d) All requirements—local or state—for a third party to approve, record or authorize the Agreement have been met.
11. **Disclaimer.** THE COOPERATIVE, ITS ENDORSERS AND SPONSORS, (INCLUDING, THE NATIONAL SCHOOL BOARDS ASSOCIATION, THE MARYLAND ASSOCIATION OF BOARDS OF EDUCATION, AND THE RHODE ISLAND ASSOCIATION OF SCHOOL COMMITTEES) AND SERVICING CONTRACTOR(S) (INCLUDING, THE NATIONAL SCHOOL BOARDS ASSOCIATION AND THE TEXAS ASSOCIATION OF SCHOOL BOARDS, INC.) DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

THE COOPERATIVE, ITS ENDORSERS, SPONSORS AND SERVICING CONTRACTORS, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

12. **Limitation of Liability.** Without waiver of the disclaimer or other limitation of liability in this Agreement, the parties agree that:
- (a) Neither party waives any immunity from liability afforded under law;
  - (b) In regard to any lawsuit or formal adjudication arising out of or relating to this Agreement, neither party shall be liable to the other under any circumstance for special, incidental, consequential, or exemplary damages;
  - (c) The maximum amount of damages recoverable will be limited to the amount of fees which the Cooperative received as a direct result of the Cooperative Member's purchase activity, within 12 months of when the lawsuit or action was filed; and
  - (d) In the event of a lawsuit or formal adjudication the prevailing party will be entitled to recover reasonable attorney's fees pursuant to the applicable law of the State of Rhode Island.

Without waiver of the disclaimer or other limitation of liability in this Agreement, the parties further agree to limit the liability of the Cooperative's Endorsers, Sponsors and Servicing Contractors (defined in Paragraph 11, above) up to the maximum amount each received from or through the Cooperative, as a direct result of the undersigned Cooperative Member's purchase activity, within 12 months of the filing of any lawsuit or action.

13. **Limitation of Rights.** Except as otherwise expressly provided in this Agreement, nothing in this Agreement is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.
14. **Merger/Entirety.** This Agreement, together with the Cooperative's Bylaws and Organizational Interlocal Agreement, represents the complete understanding of the Cooperative and Cooperative Member. To the extent there exists any conflict between the terms of this Agreement and that of prior agreements, the terms of this Agreement shall control and take precedence over all prior participation agreements.
15. **Notice.** Any written notice to the Cooperative shall be made by first class mail, postage prepaid, and delivered to the National Purchasing Cooperative, 1680 Duke Street, Alexandria, VA, 22314. Notices to Cooperative Member may be made by first class mail, postage prepaid, and delivered to the Cooperative Member's Coordinator or chief executive officer (e.g., superintendent, city manager, county judge or mayor).
16. **Severability.** If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect.
17. **Signatures/Counterparts.** The failure of a party to provide an original, manually executed signature to the other party will not affect the validity, enforceability or binding effect of this Agreement because either party may rely upon a facsimile signature as if it were an original. Furthermore, this Agreement may be executed in several separate counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.
18. **Warranty.** By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform

the terms of this Agreement.

IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives, accept this Agreement.

**TO BE COMPLETED BY THE COOPERATIVE:**

The National Purchasing Cooperative, acting on behalf of all other Cooperative Members

By: \_\_\_\_\_  
Director, State Association Partnership Services

Date: \_\_\_\_\_

*[Additional signature page follows.]*

**TO BE COMPLETED BY COOPERATIVE MEMBER:**

*[Signature required unless accepted as an Amendment by Notice as described in the Agreement.]*

City of Madera  
(Name of Local Government)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature of authorized representative of Cooperative Member

Robert L. Poythress, Mayor  
Printed name and title of authorized representative

Coordinator for the  
Cooperative Member is:

Becky McCurdy  
Name

Procurement Svcs. Mgr.  
Title

1030 So. Gateway Dr.  
Mailing Address

MADERA  
City

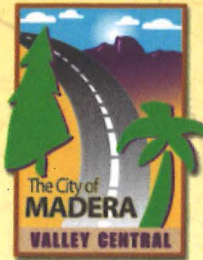
CA 93637  
State Zip Code

559 661-5463  
Telephone

559 661-0760  
Fax

rmccurdy@cityofmadera.com  
Email

*[Last page. Nothing follows.]*



## REPORT TO CITY COUNCIL

Approved By:

A handwritten signature in blue ink, appearing to be "Keith Smith", written over a horizontal line.

Department Director

A handwritten signature in blue ink, appearing to be "D. G. J.", written over a horizontal line.

City Administrator

Council Meeting of March 2, 2016  
Agenda Item Number B-6

**SUBJECT: CONSIDERATION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING THE SUBMITTAL OF A FUNCTIONAL CLASSIFICATION CHANGE FOR LOCAL STREETS AND ROADS TO THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION**

### RECOMMENDATION:

That the City Council approves the resolution:

1. Approving the submittal of a functional classification change for local streets and roads to the State of California, Department of Transportation.
2. Authorizing the City Engineer to submit the functional classification change of local streets and roads.

### SUMMARY:

The State of California Department of Transportation (Caltrans) maintains and updates the California Road System (CRS) map showing the functional classifications of streets and roads. The local Agencies are required to prepare the functional classification change(s) and submit it to Caltrans for review and approval. The CRS map is published on the Caltrans website and is being referenced by the State to check if the road sections identified by local agencies in their applications are eligible for funding.

### DISCUSSION:

The City of Madera General Plan Circulation Master Plan was updated in October of 2009 and included some changes to the street classification that are not consistent with the CRS map. The changes consisted of classifying some arterial or collector streets as

### Engineering

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

[www.madera-ca.gov](http://www.madera-ca.gov)



local streets and/or vice versa in accordance with how they are planned to be used by the City.

In order for the City of Madera General Plan Circulation Master Plan to be consistent with the CRS map, City has to submit a Functional Classification Change of City streets and roads to Caltrans.

This functional classification change is anticipated to result in a minor reduction in revenues to RSTP funds. RSTP fund represents just one of the many transportation funding sources to the City. As such the overall impact is considered minimal.

**FINANCIAL IMPACT:**

There is no adverse fiscal impact to the City's General Fund. Federal, State, and Local Transportation Funds will still be available to support Capital Improvement Program projects on the remaining arterial and collector streets.

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

**Action 126** – This project supports the strategy for providing clean attractive streets that are safe and aesthetically pleasing.

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING THE SUBMITTAL OF A FUNCTIONAL CLASSIFICATION CHANGE FOR LOCAL STREETS AND ROADS TO STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION**

**WHEREAS**, incorporated cities are responsible for initiating requests for changes to the functional classification of streets and roads under their jurisdiction; and

**WHEREAS**, the City of Madera receives State and Federal road improvement and maintenance funding based on street and road designation; and







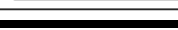
**WHEREAS**, said Functional Classification Change, as presented in Exhibit A, is consistent with the City of Madera General Plan Circulation Master Plan, and has been reviewed and examined by the City Council of Madera,

**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 submittal of a functional classification change presented on Exhibit A hereto attached is approved.
3. The City Engineer is authorized to submit the Functional Classification Change of City streets and roads to Caltrans.
4. This resolution is effective immediately upon adoption.

\* \* \* \* \*

# Functional Classification Change Request Form

Functional Classification Codes		
	Interstate	1
	Other Freeways or Expressways	2
	Other Principal Arterial	3
	Minor Arterial	4
	Major Collector	5
	Minor Collector	6
	Local	7

Submitted by: City of Madera

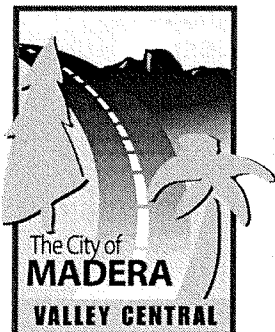
Date:                                 

**Click on any column heading for instructions.**

CRS Map Number	Coordinate	CT District	County	Jurisdiction	Change/ New/ Delete	Road	From	To	(From) Class	(To) New Class	Length (mi)	Number of Through Lanes	AADT
9N25	G7	6	MAD	City of Madera	Change	Almond Ave	Knox St	Road 28	7	5	0.245	2	
9N25	C7	6	MAD	City of Madera	Change	Almond Ave	1320' East of Schnoor Ave	Pine Street	7	5	0.250	2	
9N25	F5	6	MAD	City of Madera	Change	"B" Street	6th Street	Roosevelt Ave	5	7	0.727	2	
9N25	D5	6	MAD	City of Madera	Change	Central Avenue	Aram Avenue	"I" Street	5	7	0.231	2	
9N25	C3,D3	6	MAD	City of Madera	Change	Clark Street	Sharon Blvd	Owens Street	5	7	0.554	2	
9N25	E5	6	MAD	City of Madera	Change	Clinton Street	"D" Street	Lake Street	7	5	0.266	2	
9N25	E5,F6	6	MAD	City of Madera	Change	"D" Street	Central Avenue	Olive Ave	5	4	1.300	2	
9N25	E6	6	MAD	City of Madera	Change	"E" Street	Olive Avenue	Central Avenue	5	7	1.300	2	
9N25	B2,B3	6	MAD	City of Madera	Change	Ellis Street	Kennedy Street	Krohn St		4	0.500	2	
9N24	K2	6	MAD	City of Madera	Change	Falcon Drive	Aviation Road	Yeager Road	5	7	0.547	2	
9N25	D6	6	MAD	City of Madera	Change	Gary Lane	Stadium Road	Monterey Street	7	5	0.250	2	
9N25	E7, F7	6	MAD	City of Madera	Change	Gateway Drive	Almond Avenue	State Route 99	5	4	0.200	2	
9N25	B3	6	MAD	City of Madera	Change	Golden State Blvd	Kennedy Street	940' N/O Kennedy Street	5	4	0.178	2	
9N25	B2,B3	6	MAD	City of Madera	Change	Golden State Blvd	940' N/O Kennedy Street	Boles Street	5	7	0.527	2	
9N24	J1	6	MAD	City of Madera	Change	Golden State Blvd	Avenue 17	Schmidt Creek	7	5	0.260	2	
9N25	G8,G9	6	MAD	City of Madera	Change	Golden State Blvd	South City Limits	Pecan Avenue	7	5	0.900	2	
9N24	K3	6	MAD	City of Madera	Delete	Kennedy Street	Road 24	Westberry Avenue	5		0.750	0	
9N25	E5,F5	6	MAD	City of Madera	Change	Lake Street	SR 145	Sunrise Blvd	4	5	0.503	2	
9N25	F6	6	MAD	City of Madera	Change	Lake Street	Sunrise Avenue	Roosevelt Ave	5	7	0.130	2	
9N25	E3	6	MAD	City of Madera	Change	Merced Street	Kennedy Street	Ellis Street	5	7	0.347	2	
9N25	C6	6	MAD	City of Madera	Change	Pine Street	Howard Road	4th Street	4	5	0.216	2	
9N25	D4	6	MAD	City of Madera	Change	Sharon Blvd	Riverside Drive	Cleveland Avenue	7	5	0.500	2	
9N25	D4,E4	6	MAD	City of Madera	Change	Sherwood Way	Road 26	Lake Street	5	7	1.000	2	
9N25	D4	6	MAD	City of Madera	Change	Sonora Street	Cleveland Avenue	Sherwood Way	5	7	0.194	2	
9N25	E3	6	MAD	City of Madera	Change	Tulare Street	Cleveland Avenue	Kennedy Street	5	7	0.498	2	
9N25	F5	6	MAD	City of Madera	Change	Vineyard Avenue	SR 145	Clinton Street	5	7	0.263	2	
9N24	K2	6	MAD	City of Madera	Change	Yeager Road	Airport Drive	Falcon Drive	5	7	0.108	2	
9N25	D6	6	MAD	City of Madera	Change	4th Street	Pine Street	Sunset Avenue	4	5	0.320	2	
9N25	D6,E5	6	MAD	City of Madera	Change	6th Street	Olive Avenue	Lake Street	5	7	1.240	2	
9N25	E6	6	MAD	City of Madera	Change	11th Street	Madera Ave (SR 145)	UPRR-R/W	5	7	0.140	2	



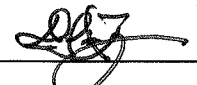
Report to City Council



Council Meeting of March 2, 2016  
Agenda Item Number B-7

Approved by:

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

  
\_\_\_\_\_  
City Administrator

**Consideration of a Resolution Approving the Compensation Range for Part Time Soccer Officials**

**RECOMMENDED ACTION**

It is recommended Council adopt the attached resolution fixing the assigned salary range for part time Soccer Officials of the City of Madera on Salary Schedule 'P.'

**SITUATION**

The City has a need for qualified soccer referees. Historically, the City has tried various employment relationships including treating soccer referees as independent contractors and paying the Madera Youth Soccer League who then compensated referees directly. Neither of these employment relationships has worked out well. It is staff's desire to set a compensation range for part time Soccer Officials and treat the individuals as part time employees of the City of Madera. This appears to be the best solution to meeting our need for qualified soccer referees. The City currently has compensation ranges for softball and basketball referees on a per game basis. The proposed compensation range of \$35-\$37 dollars for Soccer Officials would also be on a per game basis.

**FISCAL IMPACT**

Individual department budgets for part time salaries and benefits are included in the annual budget submitted for consideration and adoption by the City Council. The Parks and Community Services Department budget includes funds for the cost of various sports referees.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN**

Adoption or amendment of a part time salary resolution is not contained in the vision or action plan; the requested action is also not in conflict with the plan.

RESOLUTION No.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA  
APPROVING THE COMPENSATION RANGE FOR  
PART TIME SOCCER OFFICIALS OF THE CITY OF MADERA**

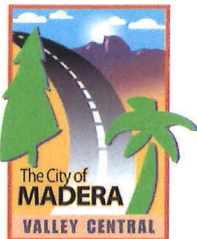
NOW, THEREFORE, the City Council of the City of Madera hereby resolves, finds, and orders as follows:

**SECTION 1.** Effective March 2, 2016, the compensation range for part time Soccer Officials of the City of Madera will be assigned to Salary Schedule 'P' as indicated below.

	<b>Per Game Pay Rate</b>					
Position	Range	Step A	Step B	Step C	Step D	Step E
Soccer Official	56	\$35.00	\$35.50	\$36.00	\$36.50	\$37.00

**Section 2.** This resolution is effective immediately upon adoption.

\*\*\*\*\*



## REPORT TO CITY COUNCIL

Approved by:

*Pat Brigs* for TIM PRZYBYLA

Department Director

*[Signature]*  
City Administrator

Council Meeting of: March 2, 2016

Agenda Number: B-8

**SUBJECT:** Consideration of the City of Madera Investment Report for the Six Month Period Ending December 31, 2015 for Approval and Acceptance

**RECOMMENDATION:** Staff recommends the Council approve and accept the City of Madera Investment Report for the six month period ending December 31, 2015 as presented.

**DISCUSSION:** The City of Madera Investment Policy calls for a quarterly report to be presented to the City Council, giving detail information on the portfolio and bank positions with summary information to permit an informed outside reader to evaluate the performance of the investment program. Due to circumstances beyond our control, such as employee turnover and family medical leave issues, a report for the quarter ending September 30, 2015 was not prepared in a timely fashion. Therefore, we are presenting a six month report for the period ending December 31, 2015. The next report will return to the quarterly format as required per the investment policy. We sincerely apologize for any inconvenience or confusion this may cause.

The market values for the items being reported were obtained from Union Bank, who acts as the custodian for our investments and who we consider to be an independent source for such information. After reviewing the information included in the attached Investment Report, the Finance Director/Treasurer certifies that to the best of his knowledge: 1) all investment actions taken during this quarter have been made in full compliance with the City of Madera November 2014 Investment Policy and, 2) the City will meet its expenditure obligations for the next six months.

As can be seen in the summary information of the Council Investment Report, the City's investment program has out-performed the benchmarks, with a 1.12% yield as compared to 0.65% for the 1-Year Treasury and 0.98% for the 2-Year Treasury. Total Market Value of the City's investments equaled \$58.7 million as of December 31, 2015, with Federal Agency Securities, Interest Bearing Accounts, Medium Term Notes and Negotiable Certificates of Deposit Securities making up 78.3% of that total. Of the Interest Bearing Accounts the Money Market at Union Bank increased by \$5.4 million in net activity per the result of the timing of called securities versus purchasing of new securities. The decrease in total market value was due primarily to the timing of called securities. \$12.5 million in Federal Agency Securities were

called during the six month period ending December 31, 2015 while \$8.7 million in various types of new securities were purchased.

The Portfolio Holdings Distribution by Maturity Range report is on the second page of the Council Investment Report and reflects the percentages of holdings for each maturity range as of December 31, 2015. All holdings are in line with the November 2014 investment policy.

**FINANCIAL IMPACT:** There is no fiscal impact of the Council's acceptance of this Investment Report.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN:** Approval of this item is consistent with Strategy 115 of the Vision Plan - Economic Resource Provision: Ensure sufficient economic resources to provide adequate City services and prepare for future growth.



**City of Madera**  
**Council Investment Report**  
 Report Format: By Transaction  
 Group By: Asset Class  
**Portfolio/Report Group: Report Group: Investment Portfolio**  
**As of 12/31/2015**

Description	CUSIP/Ticker	% of Portfolio	Security Type	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	Maturity Date	Days To Maturity
<b>FDIC Insured Certificate of Deposit</b>										
Community Valley Bank 1.2 10/2/2016	CD-5850	0.42	Certificate Of Deposit	4/2/2015	1.200	249,000.00	249,000.00	249,000.00	10/2/2016	276
First Utah Bank 2.23 1/7/2020	CD-1813	0.42	Certificate Of Deposit	1/7/2015	2.230	249,000.00	249,000.00	249,000.00	1/7/2020	1468
Habib American Bank 1.094 9/3/2016	CD-4587B	0.43	Certificate Of Deposit	9/3/2013	1.094	250,000.00	250,000.00	250,000.00	9/3/2016	247
Home City Federal Savings Bank 1.83 2/9/2019	CD-2855	0.42	Certificate Of Deposit	2/9/2015	1.830	249,000.00	249,000.00	249,000.00	2/9/2019	1136
Pentagon Federal Credit Union 1.4 10/16/2017	CD-1234B	0.42	Certificate Of Deposit	10/16/2015	1.400	249,000.00	249,000.00	249,000.00	10/16/2017	655
Royal Business Bank 1.3 3/12/2017	CD-5881	0.42	Certificate Of Deposit	3/12/2015	1.300	249,000.00	249,000.00	249,000.00	3/12/2017	437
Triumph Savings Bank 1.195 9/30/2016	CD-6749	0.43	Certificate Of Deposit	9/30/2014	1.195	250,000.00	250,000.00	250,000.00	9/30/2016	274
USAA Federal Saving Bank 1.49 10/29/2016	CD-2146	0.43	Certificate Of Deposit	10/29/2012	1.490	250,000.00	250,000.00	250,000.00	10/29/2016	303
<b>Sub Total / Average</b>		<b>3.40</b>			<b>1.467</b>	<b>1,995,000.00</b>	<b>1,995,000.00</b>	<b>1,995,000.00</b>		<b>599</b>
<b>Federal Agency Securities</b>										
FAMC 1.8 5/27/2020-16	3136G2JJ7	1.71	FAMC Bond	5/27/2015	1.800	1,000,000.00	1,000,000.00	1,002,620.00	5/27/2020	1609
Fannie Mae 1.07 8/22/2017-16	3136G23L9	0.85	FNMA Bond	8/22/2014	1.070	500,000.00	500,000.00	499,540.00	8/22/2017	600
FFCB 1.375 12/21/2018-16	3133EFSW8	1.70	FFCB Bond	12/21/2015	1.375	1,000,000.00	1,000,000.00	997,330.00	12/21/2018	1086
FFCB 1.79 2/3/2020-16	3133EEMJ6	0.85	FFCB Bond	2/3/2015	1.790	500,000.00	500,000.00	500,315.00	2/3/2020	1495
FHLB 1.25 6/29/2018-16	3130A6WT0	1.70	FHLB Bond	12/29/2015	1.250	1,000,000.00	1,000,000.00	999,750.00	6/29/2018	911
FHLB 1.4 12/28/2018-16	3130A6V79	1.70	FHLB Bond	12/28/2015	1.400	1,000,000.00	1,000,000.00	998,970.00	12/28/2018	1093
FHLB 5.625 6/13/2016	313771AA5	1.74	FHLB Bond	6/20/2012	1.500	1,000,000.00	1,158,810.00	1,021,030.00	6/13/2016	165
FHLB 5.625 6/13/2016	313771AA5	1.74	FHLB Bond	1/27/2012	2.137	1,000,000.00	1,145,000.00	1,021,030.00	6/13/2016	165
FHLMC 1.2 12/26/2017-14	3134G5AP0	0.85	FHLMC Bond	6/26/2014	1.200	500,000.00	500,000.00	500,265.00	12/26/2017	726
FHLMC 1.375 9/30/2020-15	3134G7J69	1.69	FHLMC Bond	9/30/2015	1.375	1,000,000.00	1,000,000.00	991,180.00	9/30/2020	1735

Description	CUSIP/Ticker	% of Portfolio	Security Type	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	Maturity Date	Days To Maturity
FNMA 1.125 9/28/2017-16	3136G1ZD4	1.70	FNMA Bond	3/28/2014	1.125	1,000,000.00	1,000,000.00	1,001,180.00	9/28/2017	637
FNMA 1.75 11/25/2020-16	3135G0G56	1.68	FNMA Bond	11/25/2015	1.803	1,000,000.00	997,500.00	988,570.00	11/25/2020	1791
<b>Sub Total / Average</b>		<b>17.91</b>			<b>1.505</b>	<b>10,500,000.00</b>	<b>10,801,310.00</b>	<b>10,521,780.00</b>		<b>1005</b>
<b>Interest Bearing Accounts</b>										
Union Bank - General Fund Cash	CASH2166	7.73	Cash	6/30/2013	0.000	4,539,727.22	4,539,727.22	4,539,727.22	N/A	1
Union Bank - Parking Fines Cash	CASH3596	0.09	Cash	6/30/2013	0.000	54,745.98	54,745.98	54,745.98	N/A	1
Union Bank - Special Program Cash	CASH6508	0.08	Cash	6/30/2013	0.000	47,074.00	47,074.00	47,074.00	N/A	1
Union Bank - Trust MM	MM4900	9.14	Money Market	6/30/2013	0.010	5,371,505.56	5,371,505.56	5,371,505.56	N/A	1
<b>Sub Total / Average</b>		<b>17.04</b>			<b>0.005</b>	<b>10,013,052.76</b>	<b>10,013,052.76</b>	<b>10,013,052.76</b>		<b>1</b>
<b>Local Agency Investment Fund</b>										
LAIF LGIP	LGIP0502	8.16	Local Government Investment Pool	6/30/2013	0.400	4,795,799.96	4,795,799.96	4,795,799.96	N/A	1
<b>Sub Total / Average</b>		<b>8.16</b>			<b>0.400</b>	<b>4,795,799.96</b>	<b>4,795,799.96</b>	<b>4,795,799.96</b>		<b>1</b>
<b>Medium Term Notes</b>										
Bershire Hathaway 1.6 5/15/2017-12	084664BS9	0.19	Corporate Bond	5/24/2012	1.378	113,000.00	114,203.45	113,739.02	5/15/2017	501
Boeing Co 3.75 11/20/2016	097023BC8	0.18	Corporate Bond	5/24/2012	0.878	105,000.00	118,246.80	107,479.05	11/20/2016	325
General Electric 2.9 1/9/2017	36962G5N0	1.37	Corporate Bond	2/27/2012	1.912	792,000.00	828,186.48	805,194.72	1/9/2017	375
General Electric 3.35 10/17/2016	36962G5H3	1.39	Corporate Bond	2/27/2012	1.856	800,000.00	852,872.00	815,408.00	10/17/2016	291
General Electric 5.375 10/20/2016	36962GY40	0.18	Corporate Bond	2/27/2012	1.996	100,000.00	114,925.00	103,377.00	10/20/2016	294
General Electric 5.4 2/15/2017	36962G2G8	0.31	Corporate Bond	2/22/2012	2.281	175,000.00	200,562.25	182,952.00	2/15/2017	412
General Electric Var. Corp 8/1/2017	36962G6B5	1.71	Corporate Bond	7/31/2012	1.375	1,000,000.00	1,000,000.00	1,004,800.00	8/1/2017	579
JPMorgan Chase Var. Corp 3/7/2017	48125VQE3	6.81	Corporate Bond	3/7/2012	1.602	4,000,000.00	4,000,000.00	4,000,480.00	3/7/2017	432
Monsanto Co 2.75 4/15/2016-11	611662BM8	0.18	Corporate Bond	5/24/2012	0.826	107,000.00	114,865.57	107,380.92	4/15/2016	106
Morgan Stanley Var. Corp 2/28/2016	61745E5K3	3.41	Corporate Bond	2/28/2011	2.412	2,000,000.00	2,000,000.00	2,002,220.00	2/28/2016	59

Description	CUSIP/Ticker	% of Portfolio	Security Type	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	Maturity Date	Days To Maturity
Walt Disney 1.125 2/15/2017	25468PCS3	0.19	Corporate Bond	5/24/2012	1.023	113,000.00	113,529.97	113,122.04	2/15/2017	412
<b>Sub Total / Average</b>		<b>15.93</b>			<b>1.790</b>	<b>9,305,000.00</b>	<b>9,457,391.52</b>	<b>9,356,152.75</b>		<b>344</b>

#### Negotiable Certificate of Deposit Securities

1st Merit Bank 1 10/31/2016	320844PB3	0.42	Negotiable Certificate Of Deposit	10/31/2014	1.000	248,000.00	248,000.00	248,339.76	10/31/2016	305
1st Priority 0.8 12/27/2016	33612JFA2	0.42	Negotiable Certificate Of Deposit	6/25/2014	0.800	249,000.00	249,000.00	249,104.58	12/27/2016	362
Access Nat'l Bank 1.25 3/29/2018	00432KDF7	0.42	Certificate Of Deposit	6/30/2015	1.250	249,000.00	249,000.00	247,117.56	3/29/2018	819
Ally Bank 1 3/20/2017	02006LDL4	0.42	Negotiable Certificate Of Deposit	3/19/2014	1.000	248,000.00	248,000.00	248,233.12	3/20/2017	445
American Exp 1.05 7/10/2017	02587CAA8	0.42	Negotiable Certificate Of Deposit	7/10/2014	1.050	248,000.00	248,000.00	247,427.12	7/10/2017	557
American Express Centurion Bank 2.2 11/29/2019	02587DWK0	0.42	Negotiable Certificate Of Deposit	12/1/2014	2.200	247,000.00	247,000.00	246,323.22	11/29/2019	1429
Banco Popular 2.25 10/7/2020	05965GVP8	0.42	Negotiable Certificate Of Deposit	10/7/2015	2.250	247,000.00	247,000.00	245,848.98	10/7/2020	1742
Bank Baroda NY 1.1 12/27/2016	06062ACV9	0.42	Negotiable Certificate Of Deposit	12/24/2013	1.100	248,000.00	248,000.00	248,654.72	12/27/2016	362
Barclays Bank 1.9 4/15/2019	06740KGG6	0.42	Negotiable Certificate Of Deposit	4/15/2014	1.900	247,000.00	247,000.00	247,103.74	4/15/2019	1201
Belmont Savings Bank 1.4 6/26/2018	080515AU3	0.42	Negotiable Certificate Of Deposit	6/26/2014	1.400	248,000.00	248,000.00	247,015.44	6/26/2018	908
BMW 2.2 9/30/2020	05580ACZ5	0.42	Negotiable Certificate Of Deposit	9/30/2015	2.200	247,000.00	247,000.00	245,895.91	9/30/2020	1735
Capital One Bank 2.1 10/1/2019	140420PN4	0.42	Negotiable Certificate Of Deposit	10/1/2014	2.100	248,000.00	248,000.00	246,802.16	10/1/2019	1370
Capital One NA 2.25 7/22/2020	14042E4Y3	0.42	Negotiable Certificate Of Deposit	7/22/2015	2.250	248,000.00	248,000.00	246,812.08	7/22/2020	1665
Cardinal Bank NA 0.65 9/14/2016	14147VDU7	0.42		3/14/2014	0.650	249,000.00	249,000.00	248,788.35	9/14/2016	258

Description	CUSIP/Ticker	% of Portfolio	Security Type	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	Maturity Date	Days To Maturity
			Negotiable Certificate Of Deposit							
Cathay Bank 0.75 12/14/2016	149159JW6	0.42	Negotiable Certificate Of Deposit	3/14/2014	0.750	249,000.00	249,000.00	249,408.36	12/14/2016	349
Cit Bank Salt Lake City 2 5/28/2020	17284DBB7	0.41	Certificate Of Deposit	5/28/2015	2.000	247,000.00	247,000.00	243,598.81	5/28/2020	1610
Comenity Bank Utah 1.75 1/2/2019	20033AEC6	0.42	Negotiable Certificate Of Deposit	1/2/2014	1.750	247,000.00	247,000.00	247,345.80	1/2/2019	1098
Commerce St Bank 1.65 9/26/2019	20070PHK6	0.42	Certificate Of Deposit	6/26/2015	1.650	249,000.00	249,000.00	245,870.07	9/26/2019	1365
Compass Bank 1.15 5/7/2018	20451PKP0	0.42	Certificate Of Deposit	5/6/2015	1.150	248,000.00	248,000.00	246,018.48	5/7/2018	858
Customers Bank 1 8/18/2017	23204HBJ6	0.42	Negotiable Certificate Of Deposit	6/18/2014	1.000	248,000.00	248,000.00	246,898.88	8/18/2017	596
Discover Greenwood 1.4 9/25/2017	254672AA6	0.42	Negotiable Certificate Of Deposit	9/24/2014	1.400	248,000.00	248,000.00	247,032.80	9/25/2017	634
Enerbank 1.65 7/1/2019	29266NM95	0.42	Certificate Of Deposit	6/30/2015	1.650	249,000.00	249,000.00	246,739.08	7/1/2019	1278
Everbank 1.5 3/29/2019	29976DVG3	0.42	Negotiable Certificate Of Deposit	3/30/2015	1.500	248,000.00	248,000.00	246,737.68	3/29/2019	1184
FFCB 1.45 10/7/2019	3133EFGU5	1.68	FFCB Bond	10/7/2015	1.450	1,000,000.00	1,000,000.00	984,400.00	10/7/2019	1376
First Bank 1.5 2/28/2019	319234AJ9	0.42	Certificate Of Deposit	6/30/2015	1.500	249,000.00	249,000.00	246,726.63	2/28/2019	1155
First Business Bank WI 0.75 6/30/2016	31938QE75	0.42	Negotiable Certificate Of Deposit	12/30/2013	0.750	249,000.00	249,000.00	249,119.52	6/30/2016	182
First Kentucky 1 5/25/2017	32065TAH4	0.42	Negotiable Certificate Of Deposit	7/25/2014	1.000	249,000.00	249,000.00	248,559.27	5/25/2017	511
First Merchants Bank 1.5 10/30/2018	32082BDF3	0.42	Negotiable Certificate Of Deposit	4/30/2014	1.500	248,000.00	248,000.00	247,779.28	10/30/2018	1034
First Premier Bank 1.55 12/24/2018	33610RPL1	0.42	Negotiable Certificate Of Deposit	6/25/2014	1.550	248,000.00	248,000.00	247,265.92	12/24/2018	1089
Firstbank PR 1 12/20/2016	33764JQ57	0.43	Negotiable Certificate Of Deposit	12/20/2013	1.000	249,000.00	249,000.00	249,709.65	12/20/2016	355

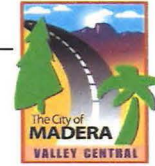
Description	CUSIP/Ticker	% of Portfolio	Security Type	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	Maturity Date	Days To Maturity
Flushing Bank NY 1 6/30/2017	34387AAA7	0.43	Negotiable Certificate Of Deposit	12/30/2013	1.000	249,000.00	249,000.00	249,774.39	6/30/2017	547
Goldman Sachs, NY 1.6 9/26/2017	38143AG66	0.43	Negotiable Certificate Of Deposit	9/26/2012	1.600	250,000.00	250,000.00	251,085.00	9/26/2017	635
Homebanc 1.35 4/17/2018	43738AEX0	0.42	Negotiable Certificate Of Deposit	4/17/2014	1.350	249,000.00	249,000.00	248,566.74	4/17/2018	838
Iberia Bank 0.7 6/13/2016	45083ADE9	0.42	Negotiable Certificate Of Deposit	6/13/2014	0.700	249,000.00	249,000.00	249,154.38	6/13/2016	165
Investors Svgs Bk 0.7 7/21/2016	46176PCX1	0.42	Negotiable Certificate Of Deposit	7/21/2014	0.700	249,000.00	249,000.00	249,022.41	7/21/2016	203
JP Morgan Chase Bank 1.3 4/10/2018	48125T6E0	0.42	Certificate Of Deposit	4/10/2015	1.300	248,000.00	248,000.00	246,298.72	4/10/2018	831
Marlin Business Bank 1.05 4/17/2017	57116AHV3	0.42	Negotiable Certificate Of Deposit	10/14/2014	1.050	249,000.00	249,000.00	248,693.73	4/17/2017	473
Mauch Chunck Tr Co 0.9 1/10/2017	577234BX4	0.42	Negotiable Certificate Of Deposit	10/10/2014	0.900	249,000.00	249,000.00	248,955.18	1/10/2017	376
Medallion Bank 1.35 6/13/2018	58403BP34	0.42	Negotiable Certificate Of Deposit	6/13/2014	1.350	249,000.00	249,000.00	248,165.85	6/13/2018	895
Mercantil Commerce Bank 1.9 4/17/2019	58733AAU3	0.42	Negotiable Certificate Of Deposit	4/17/2014	1.900	247,000.00	247,000.00	247,091.39	4/17/2019	1203
Merrick Bank 1 6/20/2017	59013JAG4	0.42	Negotiable Certificate Of Deposit	6/20/2014	1.000	249,000.00	249,000.00	248,347.62	6/20/2017	537
National Bank 0.75 12/20/2016	634030AK6	0.42	Negotiable Certificate Of Deposit	6/20/2014	0.750	249,000.00	249,000.00	249,119.52	12/20/2016	355
Oriental B&T 1.65 6/18/2018	686184WL2	0.42	Negotiable Certificate Of Deposit	12/16/2015	1.650	248,000.00	248,000.00	246,549.20	6/18/2018	900
Parkway Bank 1.15 4/7/2017	70153RHJ0	0.42	Negotiable Certificate Of Deposit	10/7/2014	1.150	248,000.00	248,000.00	247,538.72	4/7/2017	463
Patriot Bank 0.7 12/20/2016	70335XEP7	0.42	Negotiable Certificate Of Deposit	6/20/2014	0.700	249,000.00	249,000.00	249,119.52	12/20/2016	355
Peapack Gladstone Bank 1.4 4/17/2018	704692AH5	0.42		4/17/2014	1.400	249,000.00	249,000.00	248,566.74	4/17/2018	838

Description	CUSIP/Ticker	% of Portfolio	Security Type	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	Maturity Date	Days To Maturity
			Negotiable Certificate Of Deposit							
Peoples United Bank 0.9 10/6/2016	71270QJA5	0.42	Negotiable Certificate Of Deposit	10/15/2014	0.900	248,000.00	248,000.00	248,158.72	10/6/2016	280
PrivateBank 1.3 1/19/2018	74267GUM7	0.42	Negotiable Certificate Of Deposit	5/21/2014	1.300	248,000.00	248,000.00	247,350.24	1/19/2018	750
Rollstone Bank 0.75 11/30/2016	77579ABJ4	0.42	Negotiable Certificate Of Deposit	5/30/2014	0.750	248,000.00	248,000.00	248,176.08	11/30/2016	335
Sallie Mae 2.2 11/4/2020	795450WV3	0.42	Negotiable Certificate Of Deposit	11/4/2015	2.200	247,000.00	247,000.00	245,661.26	11/4/2020	1770
Smartbank 1.2 2/23/2018	83172HCQ1	0.42	Negotiable Certificate Of Deposit	4/23/2014	1.200	249,000.00	249,000.00	248,531.88	2/23/2018	785
State Bank of India, NY 2 6/22/2017	856284F58	0.42	Negotiable Certificate Of Deposit	6/22/2012	2.000	245,000.00	245,000.00	247,873.85	6/22/2017	539
Sussex Bank 1.45 8/29/2018	86933DAM4	0.42	Negotiable Certificate Of Deposit	12/29/2015	1.450	248,000.00	248,000.00	246,950.96	8/29/2018	972
Synchrony Bank 2.2 9/18/2020	87164YKB9	0.42	Negotiable Certificate Of Deposit	9/18/2015	2.200	247,000.00	247,000.00	245,866.27	9/18/2020	1723
Synovus Bank 0.9 10/21/2016	87164DFT2	0.42	Negotiable Certificate Of Deposit	10/21/2014	0.900	248,000.00	248,000.00	247,997.52	10/21/2016	295
Third Federal 1.05 7/24/2017	88413QAQ1	0.42	Negotiable Certificate Of Deposit	5/23/2014	1.050	248,000.00	248,000.00	247,742.08	7/24/2017	571
Toronto Dominion Bank 1.4 4/30/2018	89114QAG3	0.84	Corporate Bond	9/29/2015	1.503	500,000.00	498,700.00	495,825.00	4/30/2018	851
Unity Bank 1.7 12/30/2019	91330LAD5	0.42	Certificate Of Deposit	6/30/2015	1.700	249,000.00	249,000.00	245,775.45	12/30/2019	1460
Washington TR 1.35 10/10/2017	940637GP0	0.42	Negotiable Certificate Of Deposit	10/8/2014	1.350	248,000.00	248,000.00	246,946.00	10/10/2017	649
Webster Bank 1.8 6/11/2019	94768NJS4	0.42	Negotiable Certificate Of Deposit	6/11/2014	1.800	247,000.00	247,000.00	246,644.32	6/11/2019	1258
Wells Fargo 1.5 12/17/2018	9497482Z9	0.42	Negotiable Certificate Of Deposit	12/17/2015	1.500	249,000.00	249,000.00	247,252.02	12/17/2018	1082

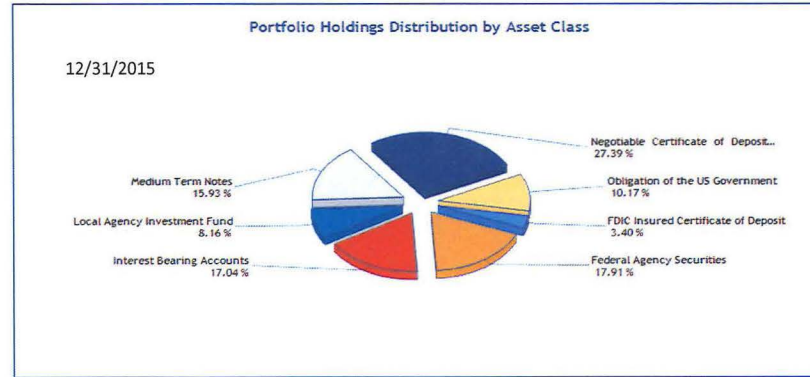
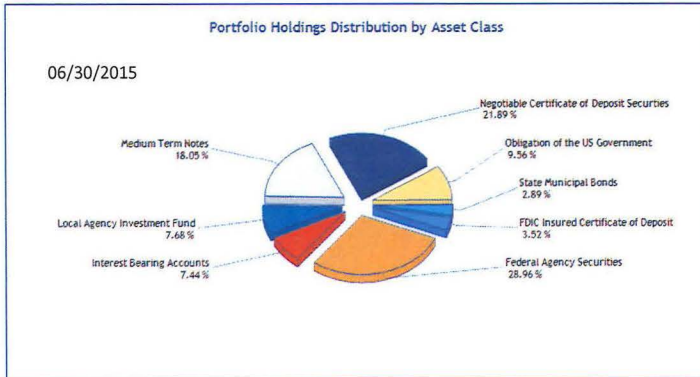
Description	CUSIP/Ticker	% of Portfolio	Security Type	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	Maturity Date	Days To Maturity
<b>Sub Total / Average</b>		<b>27.39</b>			<b>1.366</b>	<b>16,145,000.00</b>	<b>16,143,700.00</b>	<b>16,089,477.73</b>		<b>856</b>
<b>Obligation of the US Government</b>										
T-Note 0.625 11/30/2017	912828UA6	1.69	Treasury Note	6/12/2013	1.016	1,000,000.00	982,968.75	991,720.00	11/30/2017	700
T-Note 0.625 9/30/2017	912828TS9	1.69	Treasury Note	6/27/2013	1.222	1,000,000.00	975,312.50	993,090.00	9/30/2017	639
T-Note 0.75 2/28/2018	912828UR9	1.69	Treasury Note	6/27/2013	1.352	1,000,000.00	972,812.50	991,480.00	2/28/2018	790
T-Note 0.875 11/30/2016	912828RU6	1.70	Treasury Note	6/13/2013	0.708	1,000,000.00	1,005,703.12	1,000,590.00	11/30/2016	335
T-Note 1 10/31/2016	912828RM4	1.71	Treasury Note	6/27/2013	0.886	1,000,000.00	1,003,750.00	1,001,950.00	10/31/2016	305
T-Note 1 5/31/2018	912828VE7	1.69	Treasury Note	6/6/2013	1.010	1,000,000.00	999,500.00	994,880.00	5/31/2018	882
<b>Sub Total / Average</b>		<b>10.17</b>			<b>1.032</b>	<b>6,000,000.00</b>	<b>5,940,046.87</b>	<b>5,973,710.00</b>		<b>608</b>
<b>Total / Average</b>		<b>100</b>			<b>1.117</b>	<b>58,753,852.72</b>	<b>59,146,301.11</b>	<b>58,744,973.20</b>		<b>552</b>

**CITY OF MADERA**  
**Council Investment Report**

December 31, 2015



Benchmark Performance	Beginning Balance	Ending Balance
	6/30/2015	12/31/2015
Weighted Average Yield	1.36	1.12
1 Year Treasury	0.28	0.65
2 Year Treasury	0.69	0.98



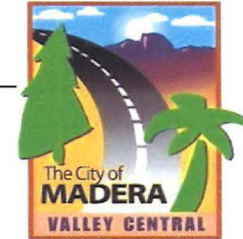
Asset Class	Face Amount/Shares	YTM @ Cost	Cost Value	Days To Maturity	% of Portfolio	Market Value	Book Value	Duration To Maturity
FDIC Insured Certificate of Deposit	2,195,000.00	1.377	2,195,000.00	835	3.52	2,195,000.00	2,195,000.00	1.89
Federal Agency Securities	18,000,000.00	1.754	18,303,810.00	1366	28.96	18,088,385.00	18,088,786.67	3.82
Interest Bearing Accounts	4,841,584.10	0.000	4,841,584.10	1	7.44	4,841,584.10	4,841,584.10	0.00
Local Agency Investment Fund	4,795,799.98	0.289	4,795,799.98	1	7.68	4,795,799.98	4,795,799.98	0.00
Medium Term Notes	11,218,000.00	1.609	11,373,657.95	450	18.05	11,322,417.48	11,263,606.50	0.30
Negotiable Certificate of Deposit Securities	13,880,000.00	1.274	13,859,516.40	862	21.89	13,890,909.61	13,859,840.88	2.31
Obligation of the US Government	6,000,000.00	1.031	5,940,046.87	792	9.56	6,002,500.00	5,965,749.82	2.15
State Municipal Bonds	1,800,000.00	3.809	1,855,190.80	109	2.89	1,816,098.50	1,803,509.01	0.30
<b>Total / Average</b>	<b>62,310,384.08</b>	<b>1.167</b>	<b>62,769,516.88</b>	<b>767</b>	<b>100</b>	<b>62,692,672.65</b>	<b>62,384,866.54</b>	<b>1.80</b>

Asset Class	Face Amount/Shares	YTM @ Cost	Cost Value	Days To Maturity	% of Portfolio	Market Value	Book Value	Duration To Maturity
FDIC Insured Certificate of Deposit	1,995,000.00	1.497	1,995,000.00	599	3.40	1,995,000.00	1,995,000.00	1.60
Federal Agency Securities	10,500,000.00	1.505	10,801,310.00	1005	17.81	10,821,780.00	10,530,633.51	2.68
Interest Bearing Accounts	10,013,062.76	0.005	10,013,062.76	1	17.04	10,013,062.76	10,013,062.76	0.00
Local Agency Investment Fund	4,795,799.98	0.400	4,795,799.98	1	8.16	4,795,799.98	4,795,799.98	0.00
Medium Term Notes	9,305,000.00	1.790	9,457,391.52	344	15.63	9,356,152.75	9,333,911.55	0.23
Negotiable Certificate of Deposit Securities	16,145,000.00	1.386	16,143,700.00	856	27.39	16,099,477.73	16,143,828.07	2.34
Obligation of the US Government	6,000,000.00	1.032	5,940,046.87	808	10.17	5,973,710.00	5,972,176.95	1.65
<b>Total / Average</b>	<b>58,753,852.72</b>	<b>1.117</b>	<b>59,145,301.11</b>	<b>662</b>	<b>100</b>	<b>58,744,973.20</b>	<b>58,784,302.80</b>	<b>1.38</b>

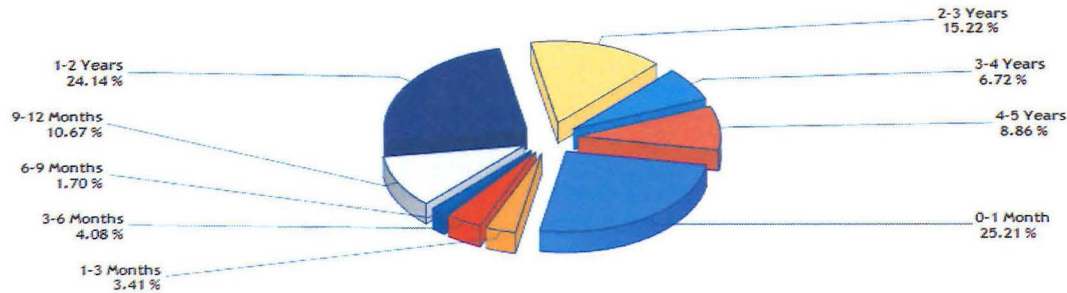
Investment Policy Compliance	Max	Max Maturity	Compliance
FDIC Insured Certificate of Deposit	30%	5 Years	Yes
Federal Agency Securities	90%	5 Years	Yes
Interest Bearing Accounts	20%	n/a	Yes
Local Agency Investment Fund	50M	n/a	Yes
Medium Term Notes	30%	5 Years	Yes
Negotiable Certificate of Deposit Securities	30%	5 Years	Yes
Obligation of the US Government	90%	5 Years	Yes
State Municipal Bonds	20%	5 Years	Yes



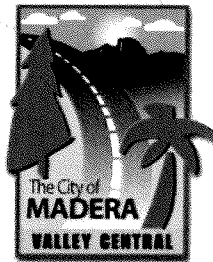
CITY OF MADERA  
**Council Investment Report**  
 December 31, 2015



Portfolio Holdings Distribution by Maturity Range



Maturity Range	Face Amount/Shares	YTM @ Cost	Cost Value	Days To Maturity	% of Portfolio	Market Value	Book Value	Duration To Maturity
0-1 Month	14,808,852.72	0.133	14,808,852.72	1	25.21	14,808,852.72	14,808,852.72	0.00
1-3 Months	2,000,000.00	2.412	2,000,000.00	59	3.41	2,002,220.00	2,000,000.00	0.00
3-6 Months	2,356,000.00	1.858	2,867,875.57	182	4.08	2,398,595.30	2,389,570.57	0.44
6-9 Months	997,000.00	0.799	997,000.00	223	1.70	996,930.28	997,000.00	0.61
9-12 Months	6,239,000.00	1.043	6,329,486.92	318	10.67	6,265,592.48	6,265,736.83	0.86
1-2 Years	14,167,000.00	1.380	14,188,763.40	533	24.14	14,179,190.54	14,163,590.04	1.00
2-3 Years	8,978,000.00	1.331	8,949,012.50	927	15.22	8,941,664.03	8,964,003.38	2.60
3-4 Years	3,976,000.00	1.705	3,976,000.00	1290	6.72	3,948,559.54	3,976,000.00	3.43
4-5 Years	5,232,000.00	1.848	5,229,500.00	1878	8.86	5,205,388.31	5,229,549.26	4.41



## REPORT TO CITY COUNCIL

Approved By:

  
Department Director

Council Meeting of March 2, 2016  
Agenda Item Number B-9

  
City Administrator

**SUBJECT: CONSIDERATION OF A RESOLUTION APPROVING THE AWARD OF CONTRACT FOR KNOX PARK REHABILITATION CITY OF MADERA PROJECT NO. PK 59, IN THE AMOUNT OF \$195,612.98, INCLUDING ADDITIVE ALTERNATE NO. 1 IN THE AMOUNT OF \$22,248 AND ADDITIVE ALTERNATE NO. 2 IN THE AMOUNT OF \$30,104.08, FOR A TOTAL CONTRACT OF \$247,965.06 TO WITBRO INC., dba SEAL RITE PAVING & GRADING, AUTHORIZING CONSTRUCTION CONTINGENCIES OF UP TO 10% AND CONSTRUCTION INSPECTION AND MANAGEMENT OF UP TO 5% AS APPROVED BY THE CITY ENGINEER AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT ON BEHALF OF THE CITY**

### **RECOMMENDATION:**

1. That the City Council considers Resolution No. 16-\_\_ approving:
  - a. The award of the contract for Knox Park Rehabilitation City of Madera Project No. PK 59, in the amount of \$195,612.98, including Additive Alternate No. 1 in the amount of \$22,248 and Additive Alternate No. 2 in the amount of \$30,104.08, for a total contract of \$247,965.06, to Witbro, Inc., dba Seal Rite Paving & Grading.
  - b. The authorization of construction contingencies of up to 10% as approved by the City Engineer.
  - c. The authorization of construction inspection and management of up to 5% as approved by the City Engineer.
  - d. The authorization for the Mayor to execute the contract on behalf of the City.

### **Engineering**

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

**[www.madera-ca.gov](http://www.madera-ca.gov)**

**SUMMARY:**

The Parks and Community Services Department has received a Housing Related Parks Program Grant from the State of California, Department of Housing and Community Development Agency that is funding the project.

The items of construction to be performed consist of: clearing, grubbing, removal of trees, and demolition of existing fence, concrete pavement and site grading. Construction included are sidewalks, mow strips, concrete bench and retaining wall, the installation of 4 ft. and 6 ft. chain link fencing, installation of an irrigation system and landscaping including turf grass, shrubs, trees, mulch that includes a 90 day maintenance and establishment period. New on-site lighting is being installed with an upgraded electrical system.

Additive Alternate No. 1 is for a shade structure that is included in the award of the project.

Additive Alternate No. 2 that will remove the remainder of the existing perimeter fence and construct a new 6 foot chain-link fence is also included in the award of the project.

**SITUATION:**

The "Notice Inviting Bids" was duly noticed. Plans and specifications were distributed to local building exchanges and made available to contractors and sub-contractors. The plans and specifications were also posted on EBidBoard.com, a project listing service for contractors.

On February 23, 2016 the City received nine bids. The bidders and the Engineers Opinion of Cost are listed below:

	<u>Base Bid</u>	<u>Additive Alternate No. 1</u>	<u>Additive Alternate No. 2</u>
Witbro, Inc. dba Seal Rite Paving	\$195,612.98	\$22,248.00	\$30,104.08
JT2 Inc. dba Todd Companies	\$206,053.50	\$31,000.00	\$45,994.00
Truxell & Valentino Landscape, Inc.	\$218,516.45	\$24,384.00	\$25,695.00
Avison Construction, Inc.	\$226,605.00	\$20,000.00	\$17,580.00
Don Berry Construction	\$246,562.30	\$19,300.00	\$16,040.00
Davis Moreno Construction, Inc.	\$256,384.79	\$22,594.00	\$21,374.47
Steve Dovali Construction, Inc.	\$268,390.80	\$23,400.00	\$37,913.80
Clean Cut Landscape	\$270,851.35	\$21,642.70	\$39,446.00
F. Loduca, Co	\$274,634.00	\$17,000.00	\$53,660.00
Engineers Opinion of Cost	\$229,436.50	\$18,500.00	\$56,630

All bids were checked for accuracy and compliance with the bidding requirements of the specifications, and for validity of licenses and bid security. Witbro, Inc dba Seal Rite Paving & Grading submitted the lowest responsive and responsible bid that meets the contract requirements.

It is recommended that the Council award the project to Witbro, Inc., dba Seal Rite Paving & Grading for the base bid and Additive Alternates No. 1 and No. 2.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN**

Strategy 113 – Promote greater accessibility of City Facilities and services to meet the needs of various cultural, socio-economic and disabled groups.

Action 121.8 – Promote and encourage walking in the City of Madera.

**FINANCIAL IMPACT:**

The City of Madera Parks and Community Services Department has received a Housing Related Parks Program Grant from the State of California Department of Housing and Community Development that is providing the funding for the project in the amount of \$285,160.

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

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING THE AWARD OF CONTRACT FOR KNOX PARK REHABILITATION CITY OF MADERA PROJECT NO. PK 59, IN THE AMOUNT OF \$195,612.98, INCLUDING ADDITIVE ALTERNATE NO. 1 IN THE AMOUNT OF \$22,248 AND ADDITIVE ALTERNATE NO. 2 IN THE AMOUNT OF \$30,104.08, FOR A TOTAL CONTRACT OF \$247,965.06 TO WITBRO INC., dba SEAL RITE PAVING & GRADING, AUTHORIZING CONSTRUCTION CONTINGENCIES OF UP TO 10% AND CONSTRUCTION INSPECTION AND MANAGEMENT OF UP TO 5% AS APPROVED BY THE CITY ENGINEER AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT ON BEHALF OF THE CITY**

**WHEREAS**, The Engineering Department advertised a solicitation for bids for the Knox Park Rehabilitation City of Madera Project No. PK 59; and

**WHEREAS**, Sealed bids were received and opened by the City Engineer; and

**WHEREAS**, Witbro, Inc., dba Seal Rite Grading & Paving provided the lowest responsible and responsive bid; and

**WHEREAS**, A Categorical Exemption was approved on January 25, 2016, certifying that pursuant to CEQA, the project will not have a significant effect on the environment for the existing facility; and

**WHEREAS**, the Contract with Witbro, Inc., dba Seal Rite Paving & Grading is in the best interest of the City to approve.

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

**HEREBY** finds, orders and resolves as follows:

1. The above recitals are true and correct.
2. The City Council has reviewed and considered all of the information presented including the report to the City Council from the Engineering Department.
3. The City Council finds that the project has no possibility of causing significant impact on the environment.

4. The City finds that Witbro, Inc., dba Seal Rite Paving & Grading is the lowest responsible and responsive bidder.
5. The contract for the Knox Park Rehabilitation City of Madera Project No. PK 59 in the amount of \$195,612.98 including Additive Alternate No. 1 in the amount of \$22,248.00 and Additive Alternate No. 2 in the amount of \$30,104.08, for a total contract of \$247,965.06, is approved with Witbro, Inc., dba Seal Rite Paving & Grading.
6. The authorization of construction contingencies of up to 10% as approved by the City Engineer is approved.
7. The authorization of construction inspection and management of up to 5% as approved by the City Engineer is approved.
8. The Mayor is authorized to execute the contract on behalf of the City.
9. This Resolution is effective immediately upon adoption.

\*\*\*\*\*

## AGREEMENT

**THIS AGREEMENT**, made this 2<sup>nd</sup> day of March, 2016, between the City of Madera, hereinafter called "**OWNER**", and Witbro, Inc. dba Seal Rite Paving & Grading, doing business as (an individual), or (a partnership), or (a corporation), hereinafter called "**CONTRACTOR**".

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

1. The **CONTRACTOR** shall commence and complete all **WORK** required for the "**KNOX PARK REHABILITATION CITY OF MADERA PROJECT NUMBER PK 59**"
2. The **CONTRACTOR** shall furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the **WORK** described herein.
3. The **CONTRACTOR** shall commence the **WORK** required by the **CONTRACT DOCUMENTS** within 10 calendar days after the date of the **NOTICE TO PROCEED** and will complete the same within the time period set forth in the **CONTRACT DOCUMENTS**. The **CONTRACTOR** shall submit a Payment Bond and Performance Bond in the amount of \$195,612.98 (base bid), \$22,248.00 (add alternate 1) and \$30,104.08 (add alternate 2) for a total of \$247,965.06 each and Insurance Certificates as specified in the **CONTRACT DOCUMENTS** prior to commencing any **WORK**.
4. The **CONTRACTOR** agrees to perform all of the **WORK** described in the **DOCUMENTS** for the unit and lump sum prices set forth in the Bid Schedule.
5. The term "**CONTRACT DOCUMENTS**" means and includes the following:
  - (A) Advertisement for Bids
  - (B) Information for Bidders
  - (C) Bid Proposal
  - (D) Bid Bond
  - (E) Agreement
  - (F) Payment Bond
  - (G) Performance Bond
  - (H) Insurance Requirements for Contractors
  - (I) General Conditions
  - (J) Special Conditions
  - (K) State Standard Plans and Specifications ISSUE MAY 2010
  - (L) PLANS and SPECIFICATIONS prepared or issued by CITY OF MADERA, entitled "**KNOX PARK REHABILITATION CITY OF MADERA PROJECT NUMBER PK 59**" dated **January 2016**. Project Plans prepared or issued by the City of Madera Engineering Department, Explanation of Bid Items, Technical Specifications, City of Madera Standard Specifications and Drawings  
Addenda Nos. 1, dated 02/09/2016  
Addenda Nos. 2, dated 02/12/2016  
Addenda Nos. \_\_\_\_\_, dated \_\_\_\_\_

6. In the event the **CONTRACTOR** does not complete the **WORK** within the time limit specified herein or within such further time as authorized, the **CONTRACTOR** shall pay to the **OWNER** liquidated damages in the amount of **Four Hundred Dollars (\$400.00)** per day for each and every calendar day delay in finishing the **WORK** beyond the completion date so specified.

7. The **OWNER** will pay to the **CONTRACTOR** in the manner and at such times as set forth in the General Conditions such amounts as required by the **CONTRACT DOCUMENTS**. For any moneys earned by the **CONTRACTOR** and withheld by the **OWNER** to ensure the performance of the Contract, the **CONTRACTOR** may, at his request and expense, substitute securities equivalent to the amount withheld in the form and manner and subject to the conditions provided in Division 2, Part 5, Section 22300 of the Public Contract Code of the State of California.

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

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

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

10. In accordance with the provisions of Article 5, Chapter I, Part 7, Division 2 (commencing with Section 1860) and Chapter 4, part I, Division 4 (commencing with Section 3700) of the Labor Code of the State of California, the **CONTRACTOR** is required to secure the payment of compensation to his employees and shall for that purpose obtain and keep in effect adequate Worker's Compensation Insurance.

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

11. The **CONTRACTOR** shall comply with Part 7, Chapter I, Article 2, Section 1775 of the Labor Code of the State of California. The **CONTRACTOR** shall, as a penalty to the



**OWNER**, forfeit fifty dollars (\$50.00) for each calendar day, or portion thereof, for each workman paid less than the prevailing rates for such work or craft in which such workman is employed for any public work done under the Contract by him or by any **SUBCONTRACTOR** under him. The difference between such prevailing wage rates and the amount paid to each workman for each calendar day or portion thereof for which each workman was paid less than a prevailing wage rate, shall be paid to each workman by the **CONTRACTOR**.

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

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

Section 1777.5 provides, in part, as follows:

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

Apprenticeable craft or trade, as used in this section, shall mean a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the Apprenticeship Council. The joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of

Apprenticeship, exempting a **CONTRACTOR** from the 1 to 5 ratio set forth in this section when it finds that any one of the following conditions is met:

- (a) In the event unemployment for the previous three month period in such area exceeds an average of 15 percent, or
- (b) In the event the number of apprentices in training in such area exceeds a ratio of 1 to 5, or
- (c) If there is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either (1) on a statewide basis, or (2) on a local basis, or
- (d) If assignment of an apprentice to any work performed under a public works contract would create a condition which should jeopardize his life or the life, safety, or property of fellow employees, or the public at large or if the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

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

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

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

any **SUBCONTRACTOR** under him for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight (8) hours in violation of this stipulation.

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

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

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

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

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

17. **CONTRACTOR** will indemnify, and defend the **OWNER** against and hold it harmless from all and any liability for damages on account of injury to persons or damages to property resulting from or arising out of or in any way connected with the performance by **CONTRACTOR** of the Agreement and reimburse the **OWNER** for all costs, expenses and loss incurred by it in consequence of any claims, demands, and causes of action which may be brought against it arising out of the performance by **CONTRACTOR** of this Agreement. **CONTRACTOR** shall furnish the **OWNER** with a certificate of an insurance carrier of adequate insurance coverage on this undertaking with limits of at least:

\$1,000,000 for bodily injury to each person,  
\$1,000,000 for bodily injuries on each occurrence, and  
\$1,000,000 for property damage on each occurrence.

The Certificate of Insurance will state the contractual liability assumed under this paragraph is covered and shall provide that thirty (30) days notice of cancellation or reduction in coverage shall be given the **OWNER**.

The Certificate of Insurance shall be issued in triplicate to the City of Madera and all officers and employees of said agency while acting within the course and scope of their duties and responsibilities.

Insurance policies shall name the City of Madera as additional insured. The insurance provider shall furnish Owner with **ISO form Accord 25 and endorsement form CG 20 10 10 01 and endorsement form CG 20 37 10 01 or equivalent, subject to the approval of the City's Risk Manager.**

See Section "INSURANCE REQUIREMENTS FOR CONTRACTOR", pages 33-40 herein, for additional details as they pertain to the provision of insurance.

18. Amendments- Any changes to this Agreement requested by either City or **Witbro, Inc. dba Seal Rite Paving & Grading** may only be effected if mutually agreed upon in writing by duly authorized representatives of the parties hereto. This Agreement shall not be modified or amended or any rights of a party to it waived except by such writing.

19. Termination.

A. This Agreement may be terminated at any time by either party upon fifteen (15) calendar days written notice. In the event the Agreement is terminated by either party, **Witbro, Inc. dba Seal Rite Paving & Grading** shall be compensated for services performed to the date of termination based upon the compensation rates and subject to the maximum amounts payable agreed to together with such additional services performed after termination which are authorized in writing by the City representative to wind up the work performed to date of termination.

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

1. An illegal use of funds by **Witbro, Inc. dba Seal Rite Paving & Grading**;
2. A failure by **Witbro, Inc. dba Seal Rite Paving & Grading** to comply with any material term of this Agreement;
3. A substantially incorrect or incomplete report submitted by **Witbro, Inc. dba Seal Rite Paving & Grading** to City.

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

Notice of termination shall be mailed to the City:

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

To the Contractor **Witbro, Inc. dba Seal Rite Paving & Grading**

Notices. All notices and communications from the Witbro, Inc. dba Seal Rite Paving & Grading shall be to City's designated Project Manager or Principal-In-Charge. Verbal communications shall be confirmed in writing. All written notices shall be provided and addressed as soon as possible, but not later than thirty (30) days after termination.

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

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

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

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

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

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

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

26. Sole Agreement- This instrument constitutes the sole and only Agreement between City and Witbro, Inc. dba Seal Rite Paving & Grading in connection to the Project and correctly sets forth the obligations of City and Witbro, Inc. dba Seal Rite Paving & Grading to each other as of its date. Any Agreements or representations in connection with the Project, not expressly set forth in this instrument are null and void.

27. Assignment-Neither the Witbro, Inc. dba Seal Rite Paving & Grading nor City will assign its interest in this Agreement without the written consent of the other.

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

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

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

**City of Madera**  
Herein Called OWNER

By: \_\_\_\_\_  
Robert L. Poythress, Mayor

APPROVE AS TO FORM:

\_\_\_\_\_  
Brent Richardson, City Attorney

ATTEST:

\_\_\_\_\_  
Sonia Alvarez, City Clerk

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

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

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

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

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

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

## ACKNOWLEDGMENT

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

State of California )

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

On \_\_\_\_\_, 2016 \_\_\_\_\_ before me, \_\_\_\_\_  
(insert name and title of officer)

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

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

WITNESS my hand and official seal.

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



COUNCIL MEETING OF:  
March 2, 2016

AGENDA ITEM NUMBER:  
C-1

# REPORT TO THE CITY COUNCIL

Approved By:

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

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

## SUBJECT:

Second Reading and Consideration of Adoption of an Ordinance Prezoning Approximately 600 Properties Encompassing Approximately 490 Acres of Land Located in and Near the Community of Parksdale (County Service Area #3) Immediately East of the City.

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## RECOMMENDATION:

It is recommended that the Council adopt the ordinance prezoning the subject properties.

## DISCUSSION:

### Background

In 2014, the Madera Local Agency Formation Commission (LAFCO) approved an annexation of approximately 336 acres of property immediately south of the Parksdale community. This annexation, known as the Southeast Madera Development annexation, was approved with a requirement that the City also file an application to annex the adjacent Parksdale community.

### Prezoning

Prior to annexation, the City is required to prezone the property so that zoning will be in effect immediately upon annexation, when and if it occurs. The zoning districts assigned to properties through the prezoning process must be consistent with the City's General Plan. The City Council adopted a resolution approving a General Plan amendment for the area in order to provide consistency between the General Plan, existing land uses and the proposed prezone.

The proposed prezoning includes approximately 445 acres within 629 parcels. An additional 45 acres of street rights-of-way are also included, bringing the total acreage involved with the prezoning to approximately 490 acres. The area affected by the prezoning and the specific zoning districts proposed are shown in Exhibit A to the attached ordinance.

### Addendum to the General Plan EIR

Pursuant to CEQA Guidelines section 15164(b), the City of Madera, as lead agency for this project, has determined that an addendum to the adopted General Plan EIR be prepared for the Parksdale Annexation Project and all of its various components. None of the conditions described in CEQA Guidelines Section 15162 calling for the preparation of a subsequent EIR have occurred. The City is required to consider the Addendum in conjunction with any action it takes regarding the project.

Notice to Affected Property Owners

All of the affected property owners were noticed as to the proposed changes to their properties. Substantial objection to annexation was received at the January 12<sup>th</sup> Planning Commission, and the February 3<sup>rd</sup> and February 17<sup>th</sup> City Council public hearings.

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

The first of the four core vision statements in the Vision Plan is “a well-planned city”. The Council, by considering how this proposal relates to surrounding development, is actively implementing the Vision Plan by incorporating “best zoning practices.”

**FISCAL IMPACT:**

The annexation and development of new residential parcels could adversely impact the City as demand for residential services generally exceeds new revenues generated from increases in property and sales taxes.

**REFERENCE MATERIALS:**

Addendum to the 2009 General Plan Environmental Impact Report  
Planning Commission Resolution No. 1807  
Ordinance

# **ADDENDUM**

## **CITY OF MADERA GENERAL PLAN ENVIRONMENTAL IMPACT REPORT**

### **PARKSDALE GENERAL PLAN AMENDMENT PREZONING & ANNEXATION**

**Prepared by:  
City of Madera Community Development Department  
205 W. 4<sup>th</sup> Street  
Madera, CA 93637**

## SUMMARY

The City of Madera is proposing the annexation of the unincorporated community of Parksdale. Prior to filing an application for annexation with the Local Agency Formation Commission (LAFCO), the City will consider a general plan amendment to reflect existing densities in a portion of the affected area, and a rezoning of all of the property within the proposed annexation boundary. Additional related actions in support of the annexation may also be required. All elements of the project will be referred to cumulatively as the "Parksdale Annexation Project". An addendum to the previously certified General Plan Environmental Impact Report has been prepared for the proposed project.

### Purpose of EIR Addendum and Criteria for Use

When a new or revised project is proposed for which an EIR was previously certified, or where there are changes in environmental setting, a determination must be made by the Lead Agency as to whether an Addendum or Subsequent EIR is necessary. CEQA Guidelines Sections 15162 and 15164 set forth criteria to assess which environmental document is appropriate. The criteria for determining whether an Addendum or Subsequent document is prepared are outlined below. If the criteria below are true, then an Addendum is the appropriate document:

- There are no substantial changes in the project which require major revisions to the EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects.
- There are no substantial changes with respect to the circumstances under which the project is undertaken which require major revisions to the EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects.
- There is no new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time of EIR adoption, that shows any of the following:
  - The project will have one or more significant effects not discussed in the EIR;
  - The project will result in impacts substantially more severe than those disclosed in the EIR;
  - Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponent declines to adopt the mitigation measure or alternative; or
  - Mitigation measures or alternatives that are considerably different from those analyzed in the EIR would substantially reduce one or more significant effects on the environment, but the project proponent declines to adopt the mitigation measure or alternative.

### Conclusion

Based upon the information described herein, the proposed changes to the project description for the previously certified EIR will not result in new significant impacts or substantially increase the severity of impacts previously identified in the EIR, and there are no previously infeasible alternatives that are now feasible. None of the other factors set forth as triggering the need for a new or supplemental environmental document are present. Therefore, an Addendum is appropriate, and this Addendum has been prepared to address the environmental effects of the Parksdale Annexation project and all of its various elements. The City will consider this addendum, together with the Certified General Plan EIR, when the Proposed Project is approved. As the proposed project includes a reorganization under Cortese-Knox-Hertberg, LAFCO may also considered this document as it takes action on the proposed project.

## **A. Introduction**

This document constitutes an Addendum to the Environmental Impact Report originally prepared for the City of Madera General Plan Update certified in October of 2009. This Addendum evaluates whether modifications/refinements to project which is currently proposed (the Parksdale Annexation Project) would result in any new or substantially more adverse significant effects or require any new mitigation measures not identified in the 2009 EIR.

## **B. Need for EIR Addendum**

The City of Madera proposes a reorganization of agency boundaries whereby the City would annex the unincorporated community of Parksdale. In doing so, the existing boundaries of County Service Area 3 would be modified or dissolved. The specific elements of the project of which the City is aware are identified below and described in more detail in Section D of this Addendum. Additional, minor changes or additions may occur as the City and LAFCO consider the project. :

- General Plan Amendment to Reflect Existing Densities of Developed Areas (City of Madera)
- Rezoning of Properties within the Annexation Area (City of Madera)
- Adoption of Resolution of Intent to Annex Parksdale (City of Madera)
- Annexation of Parksdale to City (Madera LAFCO)
- Modification or Dissolution of CSA 3 Boundaries (Madera LAFCO)
- Authorization of Out of Area Service – As Necessary (Madera LAFCO)

The proposed project and its relationship to the General Plan and the previously certified EIR are described in more detail below.

## **C. Previously Certified General Plan EIR**

On October 7, 2009, pursuant to the California Environmental Quality Act (“CEQA”), Public Resources Code section 21000 et seq., the Madera City Council certified a Final Environmental Impact Report (“EIR”) that addressed the environmental impacts of a comprehensive update of the City's General Plan.

### General Plan EIR - Project Description

The purpose of the City’s General Plan is to function as a “constitution” for land use planning and to provide a basis for sound decisions regarding long-term physical development. The General Plan expresses the City’s development goals and establishes public policy relative to the distribution of future land uses, both public and private. The General Plan also provides the bridge between community values, visions and objectives, and physical decisions such as housing, public works projects, and growth management.

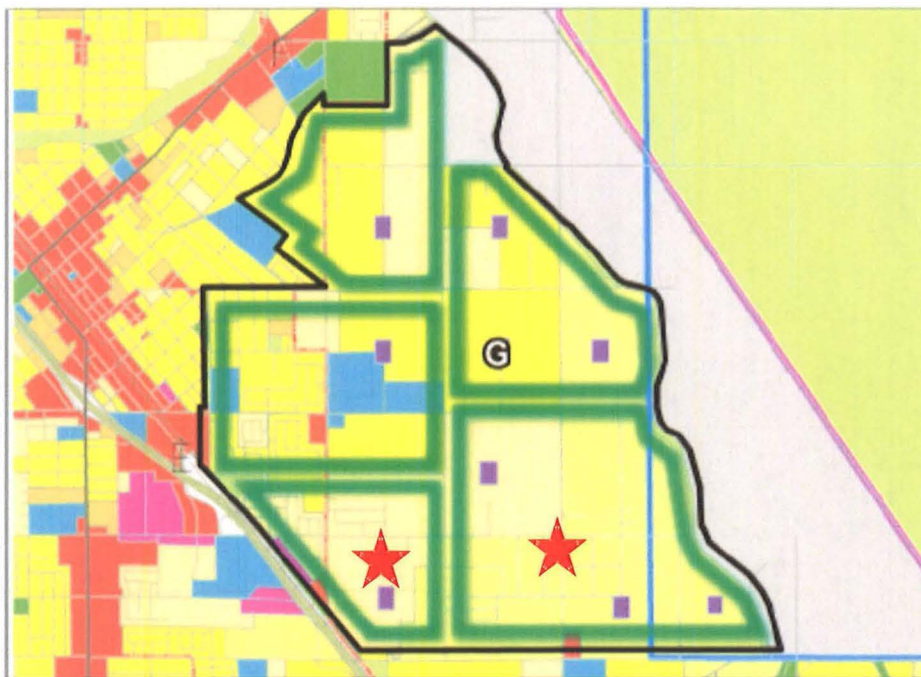
The City of Madera’s 2009 General Plan Update builds off of the goals and vision developed through the Vision 2025 process embarked on by the City and community to provide guidance for long-range planning. The update completed in 2009 addresses current and projected environmental and socioeconomic conditions of the City, incorporating local concerns and policy direction from the City Council and from Vision Madera 2025. The updated General Plan was developed with the assistance of an Advisory Committee appointed by the City Council.

The Planning Area for the City of Madera General Plan includes the incorporated City, the City's Sphere of Influence (SOI), and a larger study area encircling the sphere of influence. The Planning Area covers roughly 67,414 acres of land (about 105 square miles) in Madera County. The City of Madera occupies 9,512 acres (about one-seventh of the total Planning Area). The unincorporated community or neighborhood of Parksdale is located within the City's existing Sphere of Influence and, thus, within the General Plan Planning Area.

#### Relationship Between the General Plan EIR and the Proposed Project

The Parksdale community is located within the General Plan planning area, and more specifically within Village G of the Village Building Blocks Plan. The two "red-star" neighborhoods shown in the graphic below encompass the existing Parksdale - CSA 3 boundaries. The General Plan and its EIR anticipate the City's expansion into Village G, including incorporating the existing community into the village-oriented plan.

#### VILLAGE G: PARKSDALE



This illustration of planned land uses in Village G is provided for illustrative purposes only. Land Use Policy is established by the Land Use Map, not by this illustration, and the reader is directed to Figure LU-2 in this Element for detailed information on planned land uses. Neighborhood boundaries are approximate and subject to refinement by the City as part of the Neighborhood and Village planning processes.

General Plan Action Item LU-3.1 also addresses and calls for the rezoning of lands outside the City limits when deemed necessary and appropriate by the City. The recommended rezoning of Parksdale is consistent with this Action Item.

*Action Item LU-3.1 - Initiate an amendment to the Zoning Map to rezone all lands within the City to conform with the Land Use Map. Properties outside the city limits will be rezoned to conform with the Land Use Map when deemed necessary and appropriate by the City to facilitate annexation and/or the consideration of development projects by the City.*

**D. Description of Parksdale Annexation Project**

The City of Madera proposes a reorganization of agency boundaries whereby the City would annex the unincorporated community of Parksdale. In doing so, the existing boundaries of County Service Area 3 would be modified or dissolved. The specific elements of the project are as follows:

- General Plan Amendment to Reflect Existing Densities of Developed Areas (City of Madera)
- Rezoning of Properties within the Annexation Area (City of Madera)
- Annexation of Parksdale to City (City of Madera)
- Modification or Dissolution of CSA 3 Boundaries (Madera LAFCO)
- Authorization of Out of Area Service – As Necessary (Madera LAFCO)

General Plan Amendment

As adopted, the General Plan includes a mix residential densities for the Parksdale area. Existing rural residential home sites are primarily designated as VLD (Very Low Density Residential), conforming to the existing development pattern. Larger properties that are either undeveloped or significantly underdeveloped are designated as MD (Medium Density Residential), which allows for the future subdivision of these parcels into smaller residential lots. There are also three or four existing subdivisions with “traditional” 6000 square foot lots, plus or minus, that are similarly designated as MD by the existing General Plan.

In evaluating the pattern of existing development, it became apparent that the residential lots in the existing “traditional” subdivisions were developed to a lower density than called for by the MD designation shown in the City’s 2009 General Plan. To ensure that General Plan land use designations are consistent with the existing pattern of development, and to eliminate future conflicts that could occur if an inaccurate zoning district was applied as part of the rezoning process, a general plan amendment is included in the project. The general plan amendment affects 302 residential lots, totaling approximately seventy-five (75) acres. The existing City General Plan designation is MD (Medium Density Residential), while the proposed designation is LD (Low Density) Residential. The designations for about six (6) acres of drainage basin property and an existing two (2) acre open space are proposed to be amended from MD (Medium Density Residential) and VLD (Very Low Density Residential) to RC (Resource Conservation) land use designation. The current General Plan also does not account for the existing commercial development currently located within the project area. Approximately three (3) acres are proposed to be changed from the VLD (Very Low Density Residential) to the C (Commercial) land use designation to acknowledge these existing nodes of commerce. Exhibit A illustrates the properties included in the General Plan amendment.

## Prezoning

Prior to annexation, the City is required to prezone the property so that zoning will be in effect immediately upon annexation, when and if it occurs. The zoning districts assigned to properties through the prezoning process must be consistent with the City's General Plan. Therefore, no new development opportunities will be created that were not anticipated under the General Plan. It should also be noted that there are no specific development or construction projects associated with the project at this point.

The proposed prezoning includes approximately 445 acres within 629 parcels. An additional 45 acres of street rights-of-way are also included, bringing the total acreage involved with the prezoning to approximately 490. The area affected by the prezoning and the specific zoning districts proposed are shown in Exhibit B. The table below demonstrates how consistency between the General Plan Designations and the proposed prezoning will be achieved.

<b>Existing General Plan Designation</b>	<b>Proposed Prezoning District</b>	<b>Notes Regarding Parcels Involved</b>
MD (Medium Density Residential)	PD - 4500 (Planned Residential)	Future single family residential subdivisions
MD (Medium Density Residential)	R2 (Medium Density Residential)	Existing apartment complexes
VLD (Very Low Density Residential)	RA (Rural Residential)	Existing rural residential home sites
LD (Low Density Residential) <sup>1</sup>	R1 (Single Family Residential) <sup>1</sup>	Existing single family residential subdivision lots <sup>1</sup>
RC (Resource Conservation) <sup>2</sup>	RCO (Resource Conservation Open Space) <sup>2</sup>	Existing open space and drainage basin sites <sup>2</sup>
C (Commercial) <sup>3</sup>	C1 (Light Commercial) and C2 (Heavy Commercial) <sup>3</sup>	Existing commercial development <sup>3</sup>

<sup>1</sup>The LD (Low Density Residential) general plan designation for existing subdivision lots is proposed through a general plan amendment included with this project.

<sup>2</sup>The RC (Resource Conservation) general plan designation for the existing drainage basin parcels is proposed through a general plan amendment included with this project.

<sup>3</sup>The C (Commercial) general plan designation for the existing commercial parcels is proposed through a general plan amendment included with this project.

## Annexation

The Parksdale area is located within the City's sphere of influence and planning area for its General Plan, but is outside the City limits. The project includes filing an application with the Madera LAFCO to annex Parksdale. The boundaries for this annexation, shown in Exhibit C, were set by LAFCO in 2014 in conjunction with its consideration and approval of a separate annexation application. After a completed application is submitted by the City of Madera, the annexation proceeding would be completed Madera LAFCO in accordance with state law and the local rules and procedures for Madera LAFCO. No development projects, and no public or private improvements, are being considered in conjunction with the annexation.



### Modification or Dissolution of CSA 3 Boundaries

Water and sewer utilities to Parksdale are currently provided by County Service Area (CSA) - 3. In conjunction with annexation, the City expects that Madera LAFCO will modify or dissolve the boundaries of CSA 3 to recognize that the City of Madera will be the sole service delivery provider of sewer and water utilities to the neighborhood. With this action, the City anticipates that some or all of the existing infrastructure within CSA 3 will be transferred to City, and the City own, operate, and maintain that infrastructure as part of its normal systems. No expansions or improvements to existing utilities are proposed. Over time, the City may make improvements to existing improvements to improve efficiencies, correct existing deficiencies, or expand capacities if new development is proposed.

### Authorization of Out of Area Services – As Necessary

Information reviewed by the City of Madera suggests that CSA-3 may currently provide services to properties which are outside the boundaries of the proposed annexation area, and potentially to properties which are outside the boundaries of CSA-3. Because it is likely that LAFCO will take action to dissolve or substantially modify the boundaries of CSA-3 if the annexation is approved, it is possible that CSA -3 may not be capable of providing services to these properties. In this event, the City may be required or requested to provide service to the affected properties.

### **E. General Plan EIR – Environmental Analysis and Evaluation of Criteria for Addendum**

Pursuant CEQA Guidelines section 15164(b), the City of Madera, as lead agency for this project, has determined that an addendum to the adopted General Plan EIR be prepared for the Parksdale Annexation Project and all of its various components. None of the conditions described in CEQA Guidelines Section 15162 calling for the preparation of a subsequent EIR have occurred. This determination has been made based on the following factors:

- The General Plan EIR anticipates expansion to encompass General Plan Village G – which includes the proposed Parksdale Annexation area.
- The annexation area is comprised of an existing community.
- No development or construction projects are proposed as part of the project, and the project is not being undertaken as the first step of any future project of which the City is aware.
- No physical changes to the environment are proposed.
- A general plan amendment is included to ensure that designations throughout the proposed annexation area match the existing density of developed subdivision lots. The proposed designations are less intensive than existing designations.
- The proposed rezoning identifies zone districts which are consistent with the existing general plan designations. The proposal does not create additional opportunities for development where none are anticipated by the General Plan and the General Plan EIR.
- Any future development project within the annexation area, including the improvement or expansion of infrastructure, unless otherwise exempt from the California Environmental Quality Act, will require review under CEQA at such time as it proposed.

Pursuant to CEQA Guidelines section 15162(a)(1), there are no substantial changes proposed in the project which will require major revisions of the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects.

Pursuant to CEQA Guidelines section 15162(a)(2), there are no substantial changes with respect to the circumstances under which the Parksdale Annexation Project is undertaken which will require major revisions of the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects.

Pursuant to CEQA Guidelines section 15162(a)(3), no new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was adopted, shows any of the following:

- a. The project will not have one or more significant effects not discussed in the previous EIR;
- b. Significant effects previously examined will not be substantially more severe than shown in the previous EIR;
- c. There are no mitigation measures previously found not to be feasible which would in fact be feasible and would not substantially reduce one or more significant effects of the project; or
- d. There are no mitigation measures which are considerably different from those analyzed in the previous EIR that would substantially reduce one or more significant effects of the environment.

Pursuant to CEQA Guidelines section 15162(b), since there are no significant changes to the project or its circumstances, and no new information has become available after adoption of the EIR, the City, as lead agency, has determined to prepare an addendum to the EIR.

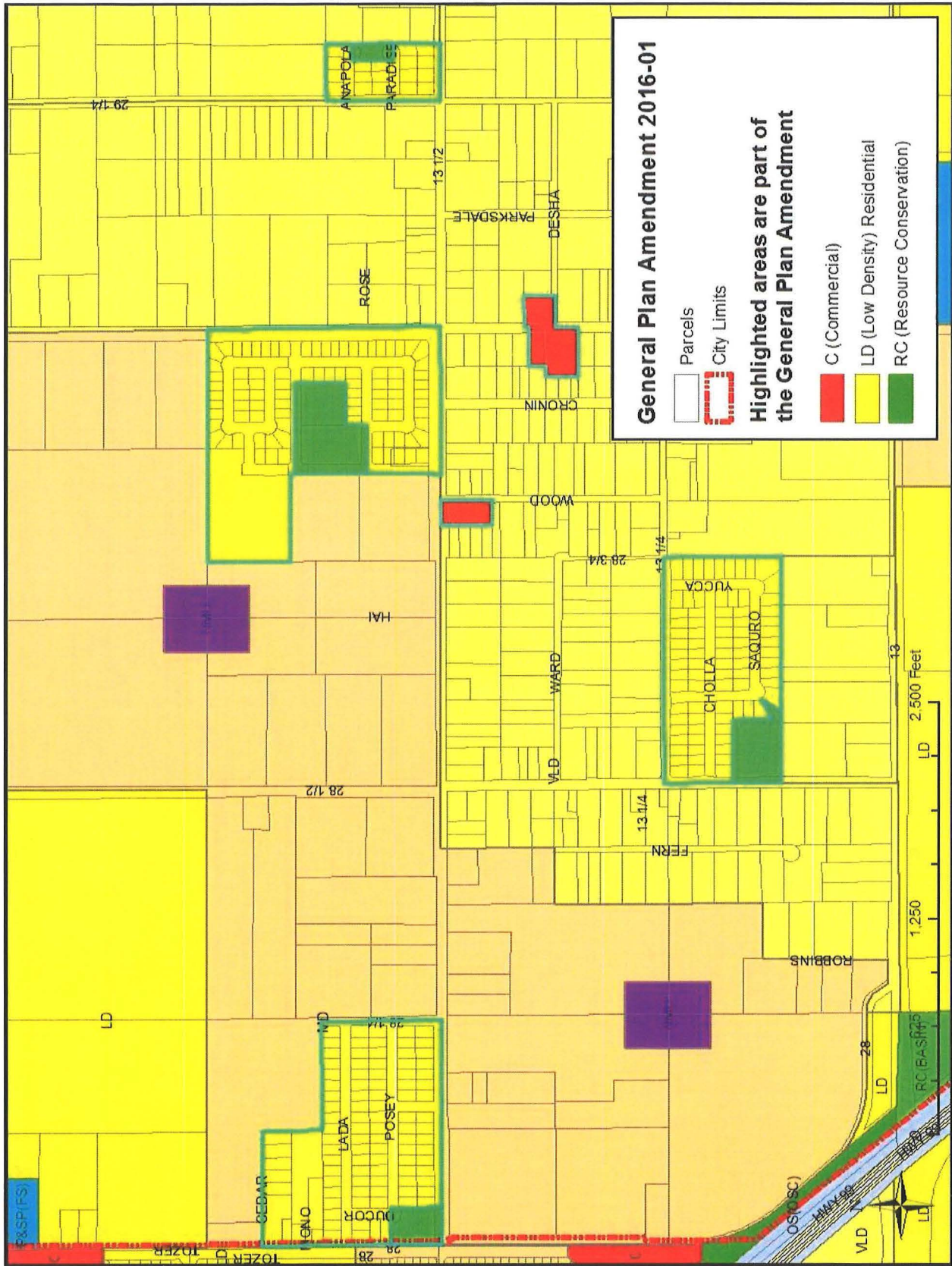
Pursuant to CEQA Guidelines section 15164(c), the addendum is hereby attached to the adopted EIR.

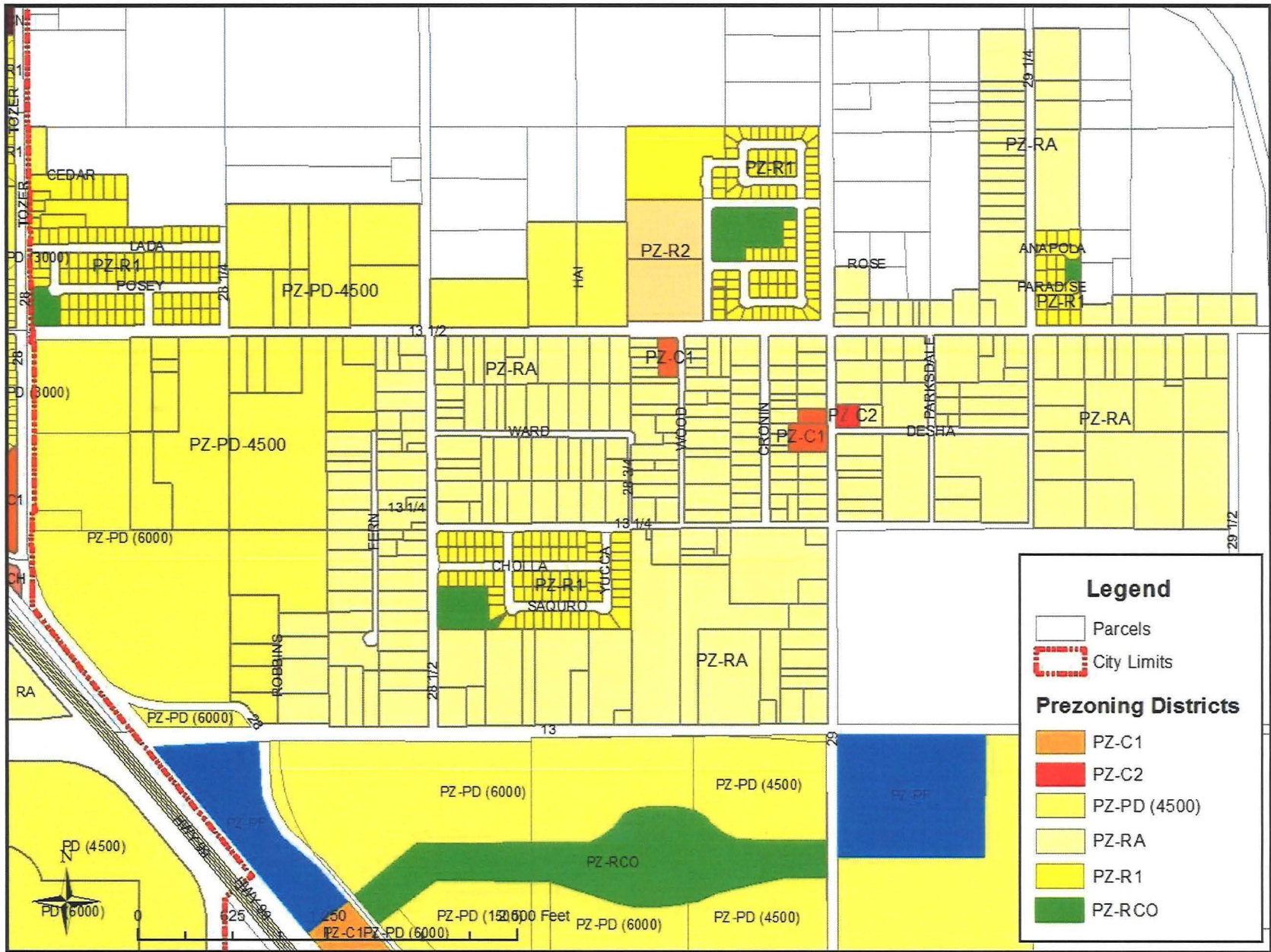
Pursuant to CEQA Guidelines section 15164(d), the City will consider this addendum with the adopted EIR prior to making a decision on all actions related to the project. The City will also provide this addendum to LAFCO as part of the application submittal to annex Parksdale.

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



Date: December 28, 2015

Exhibit A





**Legend**

-  Parcels
-  City Limits

**Prezoning Districts**







-  PZ-C1
-  PZ-C2
-  PZ-PD (4500)
-  PZ-RA
-  PZ-R1
-  PZ-RCO

Exhibit C



**RESOLUTION NO. 1807**

**RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MADERA RECOMMENDING TO THE CITY COUNCIL OF THE CITY OF MADERA APPROVAL OF AN AMENDMENT OF THE GENERAL PLAN CHANGING THE LAND USE DESIGNATION OF APPROXIMATELY 86 ACRES OF THE CITY OF MADERA GENERAL PLAN LAND USE MAP AND THE PREZONING OF APPROXIMATELY 490 ACRES IN THE UNINCORPORATED COMMUNITY OF PARKSDALE**

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

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

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

WHEREAS, the planning area for the General Plan includes the City limits, the City's sphere of influence, and an area outside the sphere of influence; and

WHEREAS, the City has initiated an amendment to the Madera General Plan amending the land use designations for approximately 86 acres of property outside the City limits within the unincorporated community of Parksdale to ensure that the general plan designation is consistent with the existing density of subdivided lots within the affected area; and

WHEREAS, the City has initiated a prezoning of property within the unincorporated community of Parksdale, comprised of approximately 490 total acres, to allow the submittal of an annexation application for Parksdale to the Madera Local Agency Formation Commission; and

WHEREAS, the zone districts included in the prezoning are consistent with the general plan designations for the affected property, as amended; and

WHEREAS, the City agrees that no subsequent change may be made to the general plan for the annexed territory or zoning that is not in conformance to the prezoning designations

for a period of two years after the completion of the annexation, unless the legislative body for the city finds at a public hearing that a substantial change has occurred in circumstances that necessitates a departure from the pre-zoning in the application to the commission.

WHEREAS, an environmental impact report (EIR) was previously certified in October 2009 by the City Council for the General Plan Update; and

WHEREAS, the expansion of the City to the east through and around community of Parksdale, and the incremental development of vacant and underutilized properties within Parkdale, was anticipated within, and its impacts addressed in conjunction with, the previously certified General Plan Environmental Impact Report; and

WHEREAS, the changes proposed in conjunction with the general plan amendment and rezoning of Parksdale area do not constitute significant changes which require the preparation of a subsequent environmental document under Sections 15162 and 15164 of the California Environmental Quality Act Guidelines; and

WHEREAS, public notice of this public hearing was given by mailed and published notice in accordance with the applicable State and Municipal Codes and standard practices; and

WHEREAS, the Planning Commission has completed its review of the staff report and documents submitted for the proposed project, evaluated the information and considered testimony received as a part of the public hearing process.

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

1. The above recitals are true and correct.
2. The Planning Commission hereby recommends that the Madera General Plan land use map be amended as specified in attached Exhibit "A".
3. The proposed amendment to the Land Use Map is hereby found consistent with all elements of the Madera General Plan.
4. The proposed rezoning is hereby found to be consistent with all elements of the General Plan, including the land use map as amended by this application.

5. The Planning Commission hereby recommends the City Council adopt an ordinance rezoning property as specified within the attached Exhibit "B".

6. None of the conditions described in CEQA Guidelines Section 15162 calling for the preparation of a subsequent EIR to the General Plan EIR have occurred and an addendum to the General Plan EIR has been considered and determined to be appropriate for the project.

7. This resolution is effective immediately.

\* \* \* \* \*

Passed and adopted by the Planning Commission of the City of Madera this 12<sup>th</sup> day of January, 2016, by the following vote:

AYES: Ruben Mendoza, Jeff Dal Cerro and Kenneth Hutchings


NOES: Jim DaSilva and Pamela Tyler

ABSTENTIONS: None

ABSENT: Robert Gran, Jr. and  
Bruce Norton

  
Chairperson  
City Planning Commission

Attest:

  
\_\_\_\_\_  
Christopher F. Boyle  
Planning Manager



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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF  
MADERA AMENDING THE OFFICIAL CITY OF MADERA ZONING  
MAP PREZONING THE SPECIFIC PARCELS IDENTIFIED WITHIN  
EXHIBIT "A"**

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

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

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

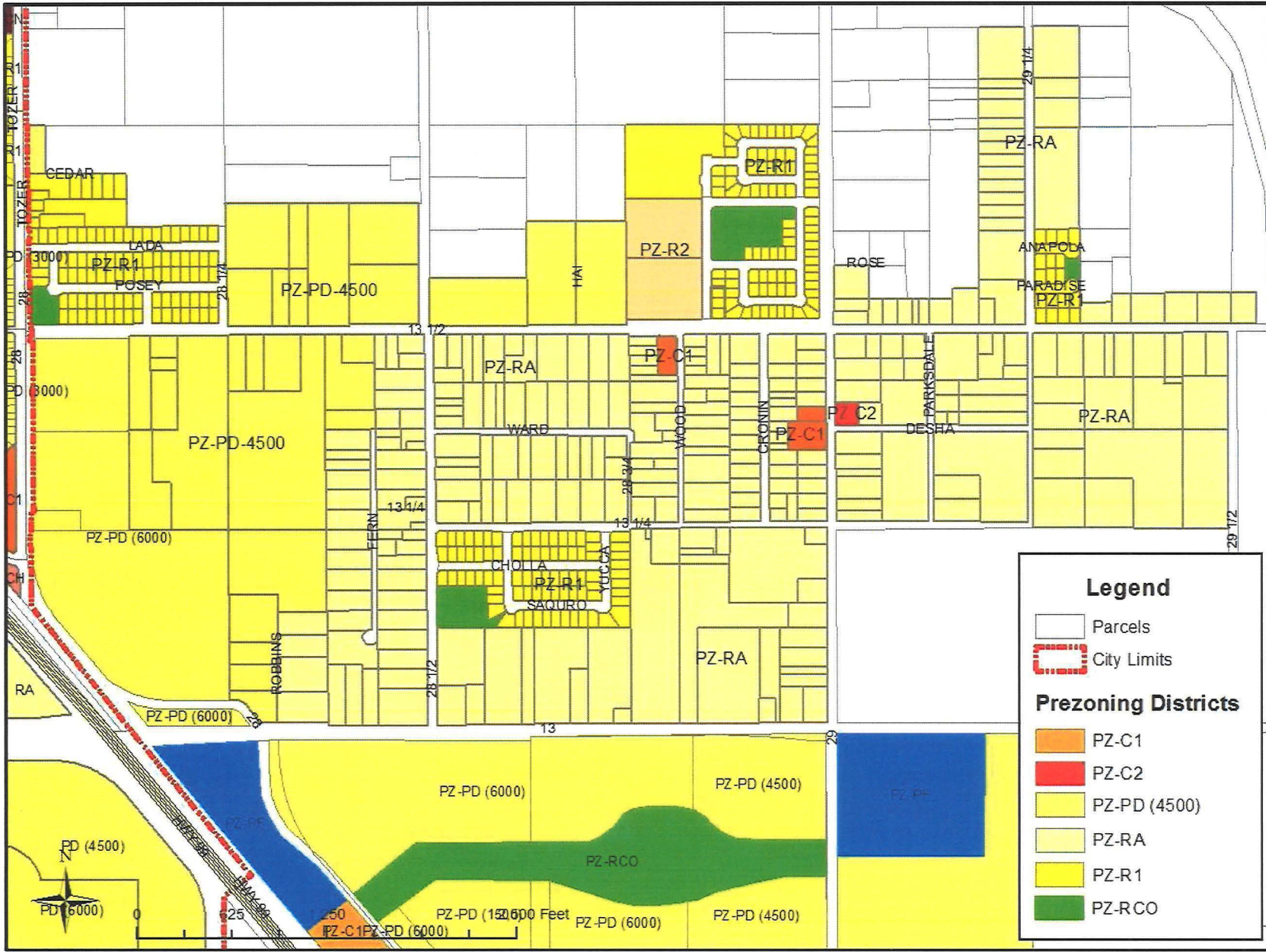
**SECTION 3.** Based upon the testimony and information presented at the hearing, the adoption of the proposed prezoning is in the best interest of the City of Madera, and the Council hereby approves the prezoning based on the following findings:

**FINDINGS:**

1. THE PROPOSED PREZONE WILL PROVIDE THE REQUIRED CONSISTENCY BETWEEN THE GENERAL PLAN AND ZONING ORDINANCE.
2. THE PREZONE IS NOT EXPECTED TO BE DETRIMENTAL TO THE HEALTH, SAFETY, PEACE, COMFORT OR GENERAL WELFARE OF THE NEIGHBORHOOD OR THE CITY.
3. THE CITY AGREES THAT NO SUBSEQUENT CHANGE MAY BE MADE TO THE GENERAL PLAN FOR THE ANNEXED TERRITORY OR ZONING THAT IS NOT IN CONFORMANCE TO THE PREZONING DESIGNATIONS FOR A PERIOD OF TWO YEARS AFTER THE COMPLETION OF THE ANNEXATION, UNLESS THE LEGISLATIVE BODY FOR THE CITY FINDS AT A PUBLIC HEARING THAT A SUBSTANTIAL CHANGE HAS OCCURRED IN CIRCUMSTANCES THAT NECESSITATES A DEPARTURE FROM THE PREZONING IN THE APPLICATION TO THE COMMISSION.

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

\* \* \* \* \*



**Legend**

- Parcels
- City Limits

**Prezoning Districts**

- PZ-C1
- PZ-C2
- PZ-PD (4500)
- PZ-RA
- PZ-R1
- PZ-RCO

# REPORT TO THE CITY COUNCIL

COUNCIL MEETING OF:  
March 2, 2016

AGENDA ITEM NUMBER:  
C-2

Approved By:

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

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

**SUBJECT: Second Reading and Consideration of Adoption of an Ordinance Amending Section 1310 of Chapter 3 of Title X of the Madera Municipal Code Pertaining to Action of Appeals of Planning Commission Denials.**

## RECOMMENDATION:

In order to acknowledge the seven-member composition of the City Council in its role as the appeal body for Planning Commission actions, staff and the Planning Commission recommend City Council approval of the ordinance.

## DISCUSSION:

Although the City Council currently is a seven-member board, Madera Municipal Code Section 10-3.1310 currently requires that "a fourth-fifths vote of the whole of the Council shall be required to grant, in whole or in part, any appealed application denied by the Planning Commission." In order to more accurately reflect the 2012 transition from a five-member body to a seven-member body, a text amendment is appropriate.

Therefore, it is recommended that Madera Municipal Code Section 10-3.1310 be amended to read that "a five-sevenths vote of the whole of the Council shall be required to grant, in whole or in part, any appealed application denied by the Planning Commission."

The ordinance was considered by the Planning Commission at its February 9, 2016 meeting. Planning Commission Resolution No. 1809 is attached as Exhibit "B." The City Council introduced the ordinance at its February 17, 2016 meeting. The second reading and adoption of the ordinance would complete the process. The ordinance is attached as Exhibit "A".

## CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The ordinance amendment will further the core vision statements in the Vision Plan of "a well-planned city" by incorporating "best zoning practices."

## ATTACHED:

Exhibit A – Proposed Ordinance

Exhibit B – Planning Commission Resolution No. 1809

EXHIBIT 'A'

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, AMENDING SECTION 1310 OF CHAPTER 3 OF TITLE X OF THE MADERA MUNICIPAL CODE PERTAINING TO ACTION ON APPEAL OF PLANNING COMMISSION DECISIONS

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

SECTION 1. Section 1310 of Chapter 3 of Title X, of the Madera Municipal Code is hereby amended as follows:

**§ 10-3.1310 ACTION ON APPEALS BY COUNCIL.**

(A) The Council, at its next duly held meeting, shall set a date and time for a public hearing on the appeal and shall cause notice of such hearing to be posted in the vicinity of the property described in the application.

(B) The Commission shall submit to the Council a report setting forth the reasons for the action taken by the Commission, or a member of the Commission shall be present at such public hearing to represent the Commission.

(C) The Council shall render its decision within 60 days after the filing of such appeal.

(D) The Council may, by resolution, affirm, reverse, or modify, in whole or in part, any decision, determination, or requirement of the Commission but before granting any appealed petition which was denied by the Commission, or before changing any of the conditions imposed by the Commission in a use permit granted by the Commission, the Council shall make a written finding of fact setting forth wherein the Commission's findings were in error.

(E) A ~~four-fifths~~ [five-sevenths] vote of the whole of the Council shall be required to grant, in whole or in part, any appealed application denied by the Commission.

SECTION 2. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or void for any other reason.

SECTION 3. This Ordinance shall be effective and of full force and effect at 12:01 a.m. on the thirty-first day after its passage.

\*\*\*\*\*

**RESOLUTION NO. 1809**

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MADERA RECOMMENDING TO THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA AN ORDINANCE AMENDING SECTION 1310 OF CHAPTER 3 OF TITLE X OF THE MADERA MUNICIPAL CODE PERTAINING TO ACTION ON APPEAL OF PLANNING COMMISSION DECISIONS

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

WHEREAS, the City has adopted regulations and established policies toward the betterment of public welfare; and

WHEREAS, the City has adopted zoning regulations and established land use zones to further implement the General Plan; and

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

WHEREAS, the Planning Commission recommends to the City Council of the City of Madera adoption of an ordinance amending Section 1310 of Chapter 3 of Title X of the Madera Municipal Code pertaining to action on appeal of Planning Commission decisions; and

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

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

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


1. The above recitals are true and correct.
2. The proposed ordinance is exempt under Section 15061(b)(3) of the California Environmental Quality Act.
3. It is recommended that the City Council of the City of Madera adopt an ordinance amending Section 1310 of Chapter 3 of Title X of the Madera Municipal Code pertaining to action on appeal of Planning Commission decisions as set forth in the attached Exhibit 'A'.

4. This resolution is effective immediately upon adoption.


\* \* \* \* \*

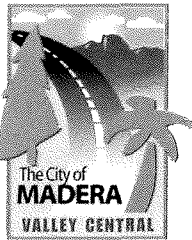
Passed and adopted by the Planning Commission of the City of Madera this 9<sup>th</sup> day of February 2016, by the following vote:

AYES: Jim DaSilva, Ruben Mendoza, Pamela Tyler, Jeff DalCerro,  
NOES: None Robert Gran, Jr. and Kenneth Hutchings  
ABSTENTIONS: None  
ABSENT: Bruce Norton

  
Kenneth Hutchings, Chairperson  
City Planning Commission

Attest:

  
\_\_\_\_\_  
Christopher Boyle  
Planning Manager



## REPORT TO CITY COUNCIL

Approved by:

*[Signature]*  
 Department Director

*[Signature]*  
 City Administrator

Council Meeting of: March 2, 2016

Agenda Number: E-1

**SUBJECT:** Presentation of the Mid-Year Operational Budget Report and Resolution Authorizing and Approving Amendments to the City of Madera Fiscal Year 2015/2016 Budget

**RECOMMENDATION:** Council to accept the Mid-Year Operational Budget Report as presented and to approve Resolution Authorizing and Approving Amendments to the City of Madera Fiscal Year 2015/2016 Budget

**DISCUSSION:** The purpose of a Mid-Year Operational Budget Report is to measure how well the City departments are doing within their operational budgets and to determine if any budget adjustments are necessary for them to complete the fiscal year within budget. It also helps us as a starting point as we begin preparations for next year's budget. At this point, staff has reviewed the City's revenues and expenditures in great detail and found the departments to be performing well and within their respective expenditure budgets, over all. However, due primarily to changes in compensation that resulted from MOU negotiations during the current fiscal year and to new positions that are being considered, there are a number of budget line item amendment proposals included in this Mid-Year Budget Report.

### General Fund Budgets

General Fund	Total Budgeted	Total Actual	%	Total Projected	Total Budgeted	Total Actual	%	Total Projected	Annual Budget (Excess)/Deficit	YTD Actual (Excess)/Deficit	Projected (Excess)/Deficit
	Revenues	Revenues		Revenues	Expenditures	Expenditures		Expenditures	Revenues	Revenues	Revenues
General Fund 10200	(29,745,927)	(14,049,788)	47.2%	(30,267,665)	31,230,365	13,849,087	44.3%	31,362,634	1,484,438	(200,701)	1,094,969
CDBG Fund10221	(942,952)	(385,176)	40.8%	(942,952)	1,711,165	293,819	17.2%	1,711,165	768,213	(91,357)	768,213
Code Enforcement 10800	(1,085,787)	(331,945)	30.6%	(1,085,787)	1,499,998	881,760	58.8%	1,822,918	414,211	549,815	737,131
Insurance Reserve Fund 10900	(1,525,000)	(750,053)	49.2%	(1,525,000)	173,000	28,060	16.2%	173,000	(1,352,000)	(721,993)	(1,352,000)
<b>Total General Fund</b>	<b>(33,299,666)</b>	<b>(15,516,962)</b>	<b>46.6%</b>	<b>(33,821,404)</b>	<b>34,614,527</b>	<b>15,052,725</b>	<b>43.5%</b>	<b>35,069,717</b>	<b>1,314,861</b>	<b>(464,237)</b>	<b>1,248,313</b>
									<b>(1,002,500)</b>	Encumbrances	<b>(1,002,500)</b>
									<b>312,361</b>	Budget	<b>245,813</b>
									0.9%		0.7%

At mid-year, the City of Madera General Fund revenues stood at approximately 46.6% of the annual budget and operational expenditures were approximately 43.5% of budget, with revenues exceeding expenditures by \$464,237. Based on requested budget amendments and updated revenue projections, we are projecting a \$245,813 or 0.7% deficit in the General Fund for Fiscal Year 2015/2016. That is \$66,548 less than the originally budgeted deficit of \$312,361. With the City's tendency to stay about 3% under projected expenditures in the General Fund, we are fairly

confident that we can finish out Fiscal Year 2015/2016 with little or no deficit for the fiscal year. However, there are a few revenue windfalls projected in Fiscal Year 2015/2016 that may not be available to fund on-going expenditures in future years. For example, the Triple Flip withholding of 25% of our Sales Tax that has been held by the State of California and later replenished to us through Property Tax In Lieu of Sales Tax will have its final catch-up payment in August of 2016 and will be accrued back to Fiscal Year 2015/2016. That Triple Flip Final True Up gives us more Sales Tax Revenue in the current fiscal year than we would have received with the straight 1% Sales Tax. Next year's projections for Sales Tax will no longer involve Triple Flip and are about \$400,000 lower than current fiscal year projections.

Please note that the Annual Budget and Projected Deficit Revenues in the schedule above include Encumbrances of \$1,002,500, which were appropriations from prior years that carry over into the current fiscal year and were reserved for in the Reserve for Encumbrances, separate from the Unappropriated Fund Balance.

#### Enterprise Fund Budgets

Enterprise Funds	Total Budgeted	Total Actual	%	Total Projected	Total Budgeted	Total Actual	%	Total Projected	Annual Budget (Excess)/Deficit	YTD Actual (Excess)/Deficit	Projected (Excess)/Deficit
	Revenues	Revenues		Revenues	Expenditures	Expenditures		Expenditures	Revenues	Revenues	Revenues
Water Fund	(7,163,500)	(3,777,843)	52.7%	<b>(8,943,500)</b>	13,547,612	2,520,749	18.6%	<b>8,097,895</b>	6,384,112	(1,257,094)	<b>(845,605)</b>
Sewer Fund	(8,691,848)	(3,813,889)	43.9%	<b>(9,491,848)</b>	10,968,233	3,246,554	29.6%	<b>9,741,759</b>	2,276,385	(567,334)	<b>249,911</b>
Drainage Fund	(643,250)	(333,065)	51.8%	<b>(663,250)</b>	748,148	316,599	42.3%	<b>748,576</b>	104,898	(16,466)	<b>85,326</b>
Solid Waste Fund	(5,535,200)	(2,813,328)	50.8%	<b>(5,535,200)</b>	5,804,908	2,765,408	47.6%	<b>5,805,336</b>	269,708	(47,920)	<b>270,136</b>
Total Enterprise Funds	<u>(22,033,798)</u>	<u>(10,738,125)</u>	<b>48.7%</b>	<u><b>(24,633,798)</b></u>	31,068,901	8,849,310	<b>28.5%</b>	<u><b>24,393,566</b></u>	9,035,103	(1,888,815)	<u><b>(240,232)</b></u>

Note: Budget includes projects that were carried forward from prior years' encumbrances.

At mid-year, the City's major Enterprise Fund revenues stood at approximately 48.7% of the annual budget and operational expenditures were approximately 28.5% of budget. Based on discussions with departments, it appears that all departments within the Enterprise Funds will complete the fiscal year within their budgeted expenditures. Although expenditures appear to be low (well under 50%) as of December 31, 2015, the departments have indicated that they should come close to their original budget on their annual expenditures, with the exception of the minor budget amendments that are being requested.

Points to discuss:                    2006 Water/Wastewater Bond Refinanced  
    Rate Increases Happened After Budget Approval  
    Transfers from RSFs Not Needed, Due to Rate Increases  
    Projects and Conservation Programs are off to a Slow Start

During the mid-year budget review, several budgets were identified as needing budget amendments. These amendments are included as Exhibit AA to the resolution.

When a department has realized a savings in one line item of their budget, that department can use such saving to offset higher than anticipated costs in other budget line items within the same budget. These adjustments are made administratively and do not trigger the need for formal budget amendments to be approved by Council. Such shifts within departments do not impact the



bottom line for the respective departments, and are not included in this budget amendment request.

Overall, staff is generally pleased with the results of the mid-year budget review and happy to project a slight decrease (\$67,000) to the General Fund budget deficit after the increased salaries resulting from the MOU negotiations, additions of certain positions and increased IT costs to fund the lease of fiber optic lines. An increase to the deficit was anticipated at the time the Budget was approved. However, an increase to projected revenue and a delayed implementation of the MOU changes helped to maintain the anticipated deficit at roughly 0.7% of projected expenditures.

**Looking Forward** – As we finish out this fiscal year and begin our budget preparations for Fiscal Year 2016/2017, there are several points that we will need to consider and discuss. Some of those points are outlined below:

- ✓ How will we continue to rebuild the City's service delivery plan? Every aspect of City service was reduced during the recession that began in 2007. For example, priorities will need to be defined for:
  - Police service – key leadership positions and non-sworn were reduced as budget reduction measures. One lieutenant position will be filled in April. Council has also approved an over-fill position for an officer to serve the Housing Authority.
  - The number of full time employees in Parks and Community Services (PCS) has been reduced by 33% since 2008, leaving no ability to absorb new or increased service demands. Additional funding is being requested in the attached resolution for a position in PCS to record program videos.
  - Funding for two positions in Engineering is also included in this Mid-Year Budget request. Those positions will serve the Water and Sewer Funds and will be charged to those funds.
  - Council has also directed staff to add two positions for Communications. What will be the cost over time of adding two Communication positions?
  - We've needed a third fire station for twenty years. Where does that fit in our priority scheme?
- ✓ How do we project changes in the cost of pensions and health care?
- ✓ What will the effect of the ongoing drought be on the local economy?
- ✓ A long term tax sharing agreement has yet to be reached and will almost certainly entail the annexation of Parkwood and Parksdale. If so, we need to anticipate a minimum \$600,000 annual General Fund impact.
- ✓ When do we anticipate revenue generation from a highway travel center?
- ✓ Water, wastewater, and storm drainage increases have been approved for the next four (4) years. We need to have at least one full year of history with the new rates to develop accurate revenue flow projections for these Enterprise Funds.
- ✓ The City is currently struggling with the Community Development Block Grant (CDBG) representatives to find acceptable uses for CDBG funds to replace programs that were previously approved by CDBG but no longer meet their guidelines. These limitations on CDBG funding for programs that were part of the City's General Fund activities in the

past will limit or eliminate at least \$400,000 of operational income and put more demand on other General Fund revenue sources in the future.

- ✓ In light of these questions and concerns, what will our priorities be for available revenues in the next fiscal year?

**FINANCIAL IMPACT:** The proposed budget amendment will have a net impact of \$66,548 on the City's General Fund, with \$521,738 in increased revenue projections and \$455,190 of increased expenditure appropriations. Some of the increased expenditures will be recaptured by way of the City's Cost Allocation Plan, which charges other departments for their services. However, we have not yet calculated the amount of that recapture within our projections.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN:** Approval of this item is consistent with Strategy 115 of the Vision Plan - Economic Resource Provision: Ensure sufficient economic resources to provide adequate City services and prepare for future growth. It is also in line with funding core services as articulated by the Vision Madera 2025 Plan.

RESOLUTION NO. \_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,  
CALIFORNIA, AUTHORIZING AND APPROVING AMENDMENTS TO  
THE CITY OF MADERA FISCAL YEAR 2015/2016 BUDGET**

**WHEREAS**, City staff has completed a mid-year budget review and determined that certain budget amendments are necessary; and

**WHEREAS**, new or additional revenues are available for grant program and operational costs; and

**WHEREAS**, new or additional expenditures to be allocated to grant program and operational costs are necessary for the City's overall expenditures; and

**WHEREAS**, the appropriation and revenue estimate amendments to the City of Madera Fiscal Year 2015/2016 Budget, listed in Exhibit AA attached hereto, are necessary to fund the operational expenses of their respective department and to account for the expenses and to make the appropriate claims for reimbursement of expenses that are related to grant programs.

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

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

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# EXHIBIT AA

**Additional/New Grant:**

**Dept: 462 CALHOME REHABILITATION PROGRAM**

**FUND: 44000**

Adopted Budget	Increase (Decrease)	Amended Budget
n/a	(1,000,000)	(1,000,000)
n/a	(1,000,000)	(1,000,000)

Account Revenue:

6092-8473 CalHome Grant

Account Expense:

6092-3016 Office Supplies	2,000	2,000
6092-3040 Contracted Services	10,041	10,041
6092-3085 Rehabilitation Loans	970,000	970,000 1
6092-4022 Interfund Charges - Cost Distribution	17,959	17,959 2
Net Changes	1,000,000	1,000,000

**NOTES:**

- 1 17 x \$57,000
- 2 To allow for Building and Grants staff time

**Existing Budget:**

**Dept: 000 UNDESIGNATED ACTIVITY - GENERAL FUND**

**FUND: 10200**

Adopted Budget	Increase (Decrease)	Amended Budget
(45,000)	86,458	41,458
(40,000)	(400,000)	(440,000)
(2,983,571)	(150,000)	(3,133,571)
(360,189)	(150,000)	(510,189)
(3,428,760)	(613,542)	(4,042,302)

Account Revenue:

1060-8002 Current Unsecured Property Tax  
 1060-8005 Prior Year Property Tax  
 1060-8077 Sales and Use Taxes  
 1060-8082 Property Tax In-Lieu - Sales Tax  
 Net Changes/increase

**Dept: 216 POLICE SERVICES - AB109**

Adopted Budget	Increase (Decrease)	Amended Budget
(184,000)	91,804	(92,196)
(184,000)	91,804	(92,196)

Account Revenue:

1709-8434 AB109 Grant  
 Net Change/decrease

**DEPT: 102 CITY ADMINISTRATOR'S OFFICE**

	Adopted Budget	Increase (Decrease)	Amended Budget
Account Expense:			
1585-1080 Salaries / Full-time	143,183	55,126	198,309
1585-1060 Salaries - Auto & Expense Allowance	5,040	710	5,750
1585-2000 Public Employees Retirement System	28,594	(8,692)	19,902
1585-2002 Long Term Disability Insurance	272	78	350
1585-2003 Life Insurance Premiums	84	28	112
1585-2004 Worker's Compensation Insurance	12,509	(3,687)	8,822
1585-2005 Medicare Tax - Employer's Share	2,331	328	2,659
1585-2008 Deferred Compensation /Full-time	-	339	339
1585-2009 Unemployment Insurance	191	546	737
1585-2010 Section 125 Benefit Allow.	13,817	6,132	19,949
1585-3002 Telephone and Fax Charges	2,150	300	2,450
1585-3017 Software Costs	-	2,000	2,000
1585-4018 Interfund Charges-Computer Maint.	8,913	642	9,555
1585-5000 Office Furniture	-	5,000	5,000
1585-5001 Computer Equipment and Peripherals	-	18,500	18,500
Net Changes/increase	217,084	77,350	294,434

**DEPT: 103 CITY CLERK'S OFFICE**

	Adopted Budget	Increase (Decrease)	Amended Budget
Account Expense:			
1600-1010 Salaries / Full-time	128,780	35,336	164,116
1600-1060 Salaries - Auto & Expense Allowance	6,900	575	7,475
1600-2000 Public Employees Retirement System	27,929	7,303	35,232
1600-2004 Worker's Compensation Insurance	11,294	2,507	13,801
1600-2010 Section 125 Benefit Allow.	28,284	(1,569)	26,715
1600-3703 Intergovernmental Charge - Election Costs	-	16,200	16,200
1600-4018 Interfund Charges-Computer Maint.	8,913	642	9,555
Net Changes/increase	212,100	60,994	273,094

**DEPT: 104 FINANCE**

	Adopted Budget	Increase (Decrease)	Amended Budget
Account Expense:			
1615-1010 Salaries / Full-time	288,296	25,525	313,821
1615-1030 Salaries / Overtime	-	1,000	1,000
1615-1060 Salaries - Auto and Expense Allowance	1,050	87	1,137
1615-2004 Worker's Compensation Insurance	25,187	1,173	26,360
1615-2010 Section 125 Benefit Allow.	94,591	(6,070)	88,521
1615-4018 Interfund Charges-Computer Maint.	29,709	2,139	31,848
Net Changes/increase	438,833	23,854	462,687

**DEPT: 106 CITY ATTORNEY'S OFFICE**

	Adopted Budget	Increase (Decrease)	Amended Budget
Account Expense:			
1645-1010 Salaries / Full-time	226,611	56,543	283,154
1645-1060 Salaries - Auto and Expense Allowance	900	75	975
1645-2000 Public Employees Retirement System	48,890	9,960	58,850
1645-2004 Worker's Compensation Insurance	19,798	3,395	23,193
1645-2008 Deferred Compensation / Full-time	2,714	153	2,867
1645-2010 Section 125 Benefit Allow.	33,607	(11,664)	21,943
1645-3040 Contracted Services	1,400	500	1,900
1645-4018 Interfund Charges-Computer Maint.	5,942	428	6,370
Net Changes/increase	339,862	59,390	399,252

**DEPT: 107 HUMAN RESOURCES/RISK MANAGEMENT**

	Adopted Budget	Increase (Decrease)	Amended Budget
Account Expense:			
1660-1010 Salaries / Full-time	241,507	42,028	283,535
1660-1060 Salaries - Auto & Expense Allowance	-	975	975
1660-2000 Public Employees Retirement System	51,011	11,399	62,410
1660-2004 Worker's Compensation Insurance	21,099	2,727	23,826
1660-2008 Deferred Compensation / Full-time	5,561	373	5,934
1660-2010 Section 125 Benefit Allow.	72,160	(10,592)	61,568
1660-4018 Interfund Charges-Computer Maint.	11,884	856	12,740
Net Changes/increase	403,222	47,766	450,988

**DEPT: 114 FINANCE UTILITY BILLING**

	Adopted Budget	Increase (Decrease)	Amended Budget
Account Expense:			
1620-1010 Salaries / Full-time	522,773	(21,000)	501,773
1620-1020 Salaries / Part-time	35,881	16,193	52,074
1620-1030 Salaries / Overtime	-	1,500	1,500
1620-1050 Salaries / Uniform Pay	-	500	500
1620-2000 Public Employees Retirement System	124,670	6,734	131,404
1620-2007 Deferred Compensation / Part-time	1,346	1,150	2,496
1620-2008 Deferred Compensation / Full-time	20,372	(1,150)	19,222
1620-2010 Section 125 Benefit Allow.	240,450	(50,945)	189,505
1620-3016 Office Supplies	25,000	(800)	24,200
1620-3051 Bank Service Charges	2,400	19,000	21,400
1620-4002 Interfund Charges Central Supply	-	800	800
1620-4018 Interfund Charges-Computer Maint.	38,622	2,781	41,403
Net Changes/increase	1,011,514	(25,237)	986,277

**DEPT: 120 CITY ADMINISTRATOR - PURCHASING**

	Adopted Budget	Increase (Decrease)	Amended Budget
Account Expense:			
1590-1010 Salaries / Full-Time	91,571	12,118	103,689
1590-2000 Public Employees Retirement System	23,438	3,044	26,482
1590-2004 Worker's Compensation Insurance	8,000	721	8,721
1590-2008 Deferred Compensation / Full-Time	3,846	496	4,342
1590-2010 Section 125 Benefit Allowance	39,476	(4,998)	34,478
1590-4018 Interfund Charges-Computer Maint.	5,941	428	6,369
Net Changes/increase	172,272	11,809	184,081

**DEPT: 217 POLICE SERVICES-COMM CORRECTIONS PTNSHP**

	Adopted Budget	Increase (Decrease)	Amended Budget
Account Expense:			
1710-1010 Salaries/Full-time	64,952	3,838	68,790
1710-2000 Public Employees Retirement System	31,230	(13,682)	17,548
1710-2004 Worker's Compensation Insurance	5,674	743	6,417
1710-2010 Section 125 Benefit Allow.	21,978	3,140	25,118
Net Changes/increase	123,834	(5,961)	117,873

**DEPT: 218 POLICE SERVICES-SCHOOL POLICING**

## Account Expense:

1720-1010	Salaries / Full-time
1720-2000	Public Employees Retirement System
1720-2004	Worker's Compensation Insurance
1720-2010	Section 125 Benefit Allow.
Net Changes/increase	

Adopted Budget	Increase (Decrease)	Amended Budget
141,293	7,766	149,059
67,893	(30,011)	37,882
12,344	2,053	14,397
33,392	1,203	34,595
254,922	(18,989)	235,933

**DEPT: 221 POLICE SERVICES-ADMINISTRATION**

## Account Expense:

1750-1010	Salaries - Full-time
1750-1030	Salaries / Overtime
1750-2000	Public Employees Retirement System
1750-2002	Long Term Disability Insurance
1750-2004	Worker's Compensation Insurance
1750-2008	Deferred Compensation / Full-time
1750-2010	Section 125 Benefit Allow.
1750-4018	Interfund Charges-Computer Maint.
Net Changes/increase	

Adopted Budget	Increase (Decrease)	Amended Budget
4,436,657	(44,595)	4,392,062
263,000	60,000	323,000
1,877,074	(148,286)	1,728,788
15,778	107	15,885
410,580	40,851	451,431
33,861	6,528	40,389
1,402,604	(184,051)	1,218,553
187,167	13,478	200,645
8,626,721	(255,968)	8,370,753

**DEPT: 225 FIRE SERVICES-ADMINISTRATION**

## Account Expense:

1795-4018	Interfund Charges-Computer Maint.
Net Changes/increase	

Adopted Budget	Increase (Decrease)	Amended Budget
11,884	856	12,740
856	856	856

**DEPT: 328 PUBLIC WORKS - STREETS**

## Account Expense:

1825-1010	Salaries / Full-time
1825-2000	Public Employees Retirement System
1825-2010	Section 125 Benefit Allow.
1825-4018	Interfund Charges-Computer Maint.
Net Changes/increase	

Adopted Budget	Increase (Decrease)	Amended Budget
460,907	(2,889)	458,018
112,921	(16,221)	96,700
202,338	(34,962)	167,376
20,796	1,498	22,294
796,962	(52,574)	744,388

**DEPT: 405 COMMUNITY PROMOTION**

## Account Expense:

1915-3070	Funding to Outside Agencies - Art Council.
Net Changes/increase	

Adopted Budget	Increase (Decrease)	Amended Budget
5,000	100,000	105,000
5,000	100,000	105,000

**DEPT: 406 POLICE SERVICES - ANIMAL CONTROL**

	Adopted Budget	Increase (Decrease)	Amended Budget
Account Expense:			
1960-1010 Salaries / Full-time	64,538	12,285	76,823
1960-2000 Public Employees Retirement System	13,100	2,200	15,300
1960-2004 Worker's Compensation Insurance	5,900	946	6,846
1960-2008 Deferred Compensation / Full-time	2,711	382	3,093
1960-2010 Section 125 Benefit Allow.	31,152	(4,437)	26,715
Net Changes/increase	117,401	11,376	128,777

**DEPT: 410 COMMUNITY DEVELOPMENT - PLANNING**

	Adopted Budget	Increase (Decrease)	Amended Budget
Account Expense:			
1990-1010 Salaries / Full-time	210,611	17,944	228,555
1990-1060 Salaries - Auto & Expense Allowance	5,829	485	6,314
1990-2000 Public Employees Retirement System	44,577	3,338	47,915
1990-2004 Worker's Compensation Insurance	20,484	544	21,028
1990-2010 Section 125 Benefit Allow.	67,981	3,081	71,062
1990-3018 Postage / Other Mailing Charges	2,000	1,500	3,500
1990-4018 Interfund Charges-Computer Maint.	17,825	1,284	19,109
Net Changes/increase	369,307	28,176	397,483

**DEPT: 411 COMMUNITY DEVELOPMENT - BUILDING INSP.**

	Adopted Budget	Increase (Decrease)	Amended Budget
Account Expense:			
2005-1010 Salaries / Full-time	265,236	39,752	304,988
2005-2000 Public Employees Retirement System	59,468	10,622	70,090
2005-2002 Long Term Disability Insurance	943	146	1,089
2005-2004 Worker's Compensation Insurance	23,390	2,486	25,876
2005-2008 Deferred Compensation / Full-time	6,487	593	7,080
2005-2010 Section 125 Benefit Allow.	56,005	(2,409)	53,596
2005-4018 Interfund Charges-Computer Maint.	17,825	1,284	19,109
Net Changes/increase	429,354	52,474	481,828

**DEPT: 412 COMMUNITY DEVELOPMENT - ENGINEERING**

	Adopted Budget	Increase (Decrease)	Amended Budget
Account Expense:			
2020-1010 Salaries / Full-time	641,822	89,931	731,753
2020-1060 Salaries - Auto & Expense Allowance	5,829	485	6,314
2020-2000 Public Employees Retirement System	184,142	13,619	197,761
2020-2002 Long Term Disability Insurance	2,262	213	2,475
2020-2008 Deferred Compensation / Full-time	21,205	1,057	22,262
2020-2010 Section 125 Benefit Allow.	167,417	(21,858)	145,559
2020-4018 Interfund Charges-Computer Maint.	44,564	3,209	47,773
Net Changes/increase	1,067,241	86,656	1,153,897



**DEPT: 531 PUBLIC WORKS - GRAFFITI ABATEMENT**

	Adopted Budget	Increase (Decrease)	Amended Budget
Account Expense:			
1850-1010 Salaries / Full-time	59,097	3,586	62,683
1850-2000 Public Employees Retirement System	13,672	684	14,356
1850-2004 Worker's Compensation Insurance	9,434	(2,912)	6,522
1850-2010 Section 125 Benefit Allow.	47,589	(6,317)	41,272
Net Changes/decrease	129,792	(4,959)	124,833

**DEPT: 660 LANDSCAPE MAINTENANCE ZONE ACTIVITIES**

	Adopted Budget	Increase (Decrease)	Amended Budget
Account Expense:			
2049-1010 Salaries/Full-time	71,812	(12,370)	59,442
2049-2010 Section 125 Benefit Allowance	60,014	(30,946)	29,068
Net Changes/decrease	131,826	(43,316)	88,510

**DEPT: 661 PARKS & COMM. SERVICES - PARKS**

	Adopted Budget	Increase (Decrease)	Amended Budget
Account Expense:			
2050-1010 Salaries / Full-time	427,342	8,994	436,336
2050-2000 Public Employees Retirement System	110,080	2,150	112,230
2050-2007 Deferred Compensation / Part-time	2,802	293	3,095
2050-2010 Section 125 Benefit Allow.	228,750	(65,254)	163,496
2050-4018 Interfund Charges-Computer Maint.	5,942	428	6,370
Net Changes/decrease	774,916	(53,389)	721,527

**DEPT: 662 PARKS & COMM. SERVICES - RECREATION**

	Adopted Budget	Increase (Decrease)	Amended Budget
Account Expense:			
2065-1010 Salaries / Full-time	106,379	31,607	137,986
2065-1020 Salaries / Part-time	246,960	39,076	286,036
2065-2000 Public Employees Retirement System	23,724	5,424	29,148
2065-2004 Worker's Compensation Insurance	30,869	(729)	30,140
2065-2005 Medicare Tax - Employer's Share	5,336	595	5,931
2065-2007 Deferred Compensation / Part-time	9,261	(3,141)	6,120
2065-2009 Unemployment Insurance	8,977	273	9,250
2065-2010 Section 125 Benefit Allow.	40,605	(24,657)	15,948
Net Changes/increase	472,111	48,448	520,559

**DEPT: 664 PARKS & COMM. SERVICES - ADMINISTRATION**

	Adopted Budget	Increase (Decrease)	Amended Budget
Account Expense:			
2095-1010 Salaries / Full-time	270,614	40,073	310,687
2095-1060 Salaries - Auto and Expense Allowance	5,100	(4,125)	975
2095-2000 Public Employees Retirement System	63,114	7,908	71,022
2095-2004 Worker's Compensation Insurance	24,589	1,797	26,386
2095-2008 Deferred Compensation / Full-time	6,744	213	6,957
2095-2010 Section 125 Benefit Allow.	46,396	1,383	47,779
2095-4018 Interfund Charges-Computer Maint.	95,069	6,846	101,915
Net Changes/increase	511,626	54,095	565,721

**DEPT: 667 PARKS & COMM. SERVICES - LEISURE PROGRAM**

## Account Expense:

2155-1010	Salaries / Full-time
2155-2000	Public Employees Retirement System
2155-2008	Deferred Compensation / Full-time
2155-2010	Section 125 Benefit Allow.
Net Changes/increase	

Adopted Budget	Increase (Decrease)	Amended Budget
39,163	14,902	54,065
10,024	1,982	12,006
1,645	575	2,220
9,950	2,809	12,759
60,782	20,268	81,050

**DEPT: 669 PARKS & COMM. SERVICES - SPORTS PROGRAMS**

## Account Expense:

2185-2000	Public Employees Retirement System
2185-2004	Worker's Compensation Insurance
Net Changes/increase	

Adopted Budget	Increase (Decrease)	Amended Budget
10,082	8,991	19,073
8,162	(1,285)	6,877
18,244	7,706	25,950

**DEPT: 670 PARKS & COMM. SERVICES - SWIMMING POOL**

## Account Expense:

2070-1010	Salaries / Full-time
2070-2000	Public Employees Retirement System
2070-2004	Worker's Compensation Insurance
2070-2008	Deferred Compensation/Full-time
2070-2010	Section 125 Benefit Allowance
2070-3040	Contracted Services
2070-4002	Interfund Charges - Central Supply
Net Changes/increase	

Adopted Budget	Increase (Decrease)	Amended Budget
22,345	1,760	24,105
5,719	1,342	7,061
6,505	(2,516)	3,989
938	129	1,067
6,796	440	7,236
19,000	(750)	18,250
-	750	750
61,303	1,155	62,458

**DEPT: 671 PARKS & COMM. SERVICES - CENTERS**

## Account Expense:

2126-1010	Salaries / Full-time
2126-2000	Public Employees Retirement System
2126-2004	Worker's Compensation Insurance
2126-2010	Section 125 Benefit Allowance
2126-4018	Interfund Charges-Computer Maint.

Adopted Budget	Increase (Decrease)	Amended Budget
23,581	5,870	29,451
6,036	5,529	11,565
4,664	465	5,129
13,187	1,884	15,071
23,767	1,712	25,479
71,235	15,460	86,695

**Dept 692: Parks & Comm. Svcs. - Youth Center**

2193-1020	Salaries - Part-Time
2193-2000	Public Employees Retirement System
2193-2004	Worker's Compensation Insurance
2193-5002	Other New Equipment

Adopted Budget	Increase (Decrease)	Amended Budget
58,068	9,795	67,863
-	2,706	2,706
5,073	232	5,305
8,400	2,500	10,900
71,541	15,233	75,874

**Dept 812: Grant/Entitlement Oversight**

	Adopted Budget	Increase (Decrease)	Amended Budget
8900-1010 Salaries/Full-time	216,526	(82,325)	134,201
8900-2000 Public Employees Retirement System	46,663	(4,408)	42,255
8900-2004 Worker's Compensation Insurance	18,917	(7,562)	11,355
8900-2010 Section 125 Benefit Allow.	61,371	(36,755)	24,616
8900-4018 Interfund Charges-Computer Maint.	8,913	642	9,555
	<u>352,390</u>	<u>(130,408)</u>	<u>212,427</u>

**Fund 10800: Code Enforcement****Dept 414: Community Development - Code Enforcement**

	Adopted Budget	Increase (Decrease)	Amended Budget
2425-1010 Salaries / Full-time	528,790	(40,436)	488,354
2425-2000 Public Employees Retirement System	123,696	(6,728)	116,968
2425-2004 Worker's Compensation Insurance	56,242	(5,039)	51,203
2425-2007 Deferred Compensation / Part-time	2,486	1,059	3,545
2425-4018 Interfund Charges-Computer Maint. Settlement	56,447	4,065	60,512
	-	370,000	370,000
	<u>767,661</u>	<u>322,921</u>	<u>720,582</u>

**Fund 10900: Insurance Reserve Fund****Dept 133: Insurance / Risk Management**

	Adopted Budget	Increase (Decrease)	Amended Budget
2530-3044 Contract Legal Services	100,000	(2,500)	97,500
2530-3300 Conference, Training, Education	-	2,500	2,500
	<u>100,000</u>	<u>-</u>	<u>100,000</u>

Total General Fund Revenue Adjustments

(521,738)

Total General Fund Expenditure Adjustments

455,186

455,186

(66,552)

(66,552)

-

-

**Fund 20300: Water System Utility Fund**

	Adopted Budget	Increase (Decrease)	Amended Budget
2620-8208 Late Payment/Other Penalty	(105,000)	(10,000)	(115,000)
2620-8224 Water Patrol Fines	(10,000)	(50,000)	(60,000)
2620-8229 User Charges	(5,500,000)	(1,720,000)	(7,220,000)
2785-1010 Salaries / Full-time	509,404	9,410	518,814
2785-1030 Salaries / Overtime	18,100	9,000	27,100
2785-1050 Salaries / Uniform Pay	1,910	125	2,035
2785-2000 Public Employees Retirement System	123,570	1,879	125,449
2785-2002 Long Term Disability Insurance	1,753	32	1,785
2785-2003 Life Insurance Premiums	548	8	556
2785-2004 Worker's Compensation Insurance	48,271	822	49,093
2785-2005 Medicare Tax - Employer's Share	8,567	144	8,711
2785-2007 Deferred Compensation / Part-time	811	395	1,206
2785-2008 Deferred Compensation / Full-time	175,727	3,941	179,668
2785-2010 Section 125 Benefit Allow.	1,365,000	(9,300)	1,355,700
2785-3018 Postage / Other Mailing Charges	700	300	1,000
2785-3132 Other Maintenance Supplies	177,555	(5,000)	172,555
2785-4002 Interfund Charges - Central Supply	24,675	5,000	29,675
2785-4018 Interfund Charges-Computer Maint.	47,535	3,423	50,958
2995-1020 Salaries / Part-time	67,367	30,000	97,367
2995-3038 Water Conservation Program	4,000	(30,000)	(26,000)
2630-6000 Interest Expense	94,169	75,169	169,338
2630-6001 Principal Repayment-2006 bond	60,000	55,000	115,000
	<u>(2,885,338)</u>	<u>(1,629,652)</u>	<u>(4,514,990)</u>

**Fund 20400: Sewer System Utility Fund**

	Adopted Budget	Increase (Decrease)	Amended Budget
3010-8208 Late Payment/Other Penalty	(100,000)	(20,000)	(120,000)
3010-8229 User Charges	(5,969,348)	(740,000)	(6,709,348)
3010-8232 Septic Dump Income	(150,000)	(40,000)	(190,000)
3085-1010 Salaries / Full-time	382,860	9,410	392,270
3085-1050 Salaries / Uniform Pay	1,640	125	1,765
3085-2000 Public Employees Retirement System	103,280	1,879	105,159
3085-2002 Long Term Disability Insurance	1,349	32	1,381
3085-2003 Life Insurance Premiums	459	8	467
3085-2004 Worker's Compensation Insurance	38,999	822	39,821
3085-2005 Medicare Tax - Employer's Share	7,328	144	7,472
3085-2008 Deferred Compensation / Full-time	14,410	395	14,805
3085-2009 Unemployment Insurance	2,840	273	3,113
3085-2010 Section 125 Benefit Allow.	127,856	3,941	131,797
3085-4018 Interfund Charges-Computer Maint.	2,971	214	3,185
3355-1030 Salaries / Overtime	14,000	6,000	20,000
3355-3001 Gas and Electric Utilities	542,000	60,000	602,000
3355-4018 Interfund Charges-Computer Maint.	17,825	1,284	19,109
4331-6000 Interest Expense-2006 Bond	1,307,494	(526,000)	781,494
4331-6001 Principal Payment-2006 Bond	850,000	(785,000)	65,000
	<u>(2,804,037)</u>	<u>(2,026,474)</u>	<u>(4,830,511)</u>

**Fund 20500: Airport Operations Fund**

	Adopted Budget	Increase (Decrease)	Amended Budget
3715-3025 Vehicle Fuel, Supplies & Maintenance	7,000	1,200	8,200
3715-4018 Interfund Charges-Computer Maint.	5,942	428	6,370
	<u>12,942</u>	<u>1,628</u>	<u>14,570</u>
	-		-
	-		-

**Fund 30700: Equip. Maintenance/Acquisiton**

	Adopted Budget	Increase (Decrease)	Amended Budget
4720-4018 Interfund Charges-Computer Maint.	5,942	428	6,370
	<u>5,942</u>	<u>428</u>	<u>6,370</u>
	-		-
	-		-

**Fund 40500: Facilities Maintenance**

	Adopted Budget	Increase (Decrease)	Amended Budget
2200-4018 Interfund Charges-Computer Maint.	20,796	1,498	22,294
	<u>20,796</u>	<u>1,498</u>	<u>22,294</u>
	-		-
	-		-

**Fund 40700: Computer Acquisition/Maint.**

	Adopted Budget	Increase (Decrease)	Amended Budget
4710-8350 Interfund Charges/Computer Maint.	(914,397)	(53,700)	(968,097)
4710-3002 Telephone and Fax Charges	7,000	22,300	29,300
4710-3040 Contracted Services	50,275	15,000	65,275
4710-4018 Interfund Charges - Computer Maintenance	32,680	2,353	35,033
4710-5001 Computer Equipment -10200	211,544	16,400	227,944
	<u>(612,898)</u>	<u>2,353</u>	<u>(610,545)</u>
	-		-
	-		-

**Fund 41310: RSTP - Federal Exchange**

	Adopted Budget	Increase (Decrease)	Amended Budget
5380-5078 Lake St.Widening:4th to Cleveland, R-46	1,168,396	(1,148,396)	20,000
5380-5082 4th St.Widening,"K" to UPRR,R-4	3,245	(3,245)	-
	<u>170,000</u>	<u>503,730</u>	<u>673,730</u>
	<u>1,341,641</u>	<u>(647,911)</u>	<u>693,730</u>
	-		-
	-		-

**Fund 41500: Local Sales Tax (Measure T)**

	Adopted Budget	Increase (Decrease)	Amended Budget
9156-5047 Surface Seals & AC Overlays 15/16;R-65	300,000	145,382	445,382
9156-5065 Surface Seals & AC Overlays 14/15;R-55	514,884	(145,382)	369,502
9156-5078 Lake St.Widening: 4th to Cleveland R-46	1,186,495	(386,000)	800,495
9156-5086 Olive Ave.Widening:Gateway to Knox, R-10	2,077,399	386,000	2,463,399
	<u>4,078,779</u>	<u>-</u>	<u>4,078,779</u>
	-		-
	-		-

**Fund 42000: Local Transportation Funding**

	Adopted Budget	Increase (Decrease)	Amended Budget
5830-5039 Micro-Paver Distress Survey, Misc-4	40,000	30,000	70,000
5830-5045 Howard/Mainberry Ped X-Walk, TS-21	20,000	40,000	60,000
5800-5085 FRT Gateway & UPRR Undercrossing,PK-08	6,297	10,866	17,163
	<u>66,297</u>	<u>80,866</u>	<u>147,163</u>

**Fund 45000: Drainage System Operations**

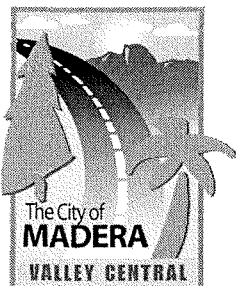
	Adopted Budget	Increase (Decrease)	Amended Budget
6130-8210 Drainage User Fees	(630,000)	(20,000)	(650,000)
6431-4018 Interfund Charges-Computer Maint.	5,942	428	6,370
	<u>(624,058)</u>	<u>(19,572)</u>	<u>(643,630)</u>

**Fund 47600: Solid Waste Disposal Fund**

	Adopted Budget	Increase (Decrease)	Amended Budget
7630-4018 Interfund Charges-Computer Maint.	5,941	428	6,369
	<u>5,941</u>	<u>428</u>	<u>6,369</u>

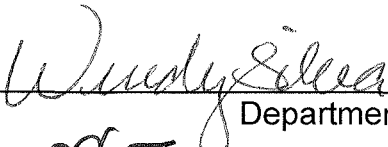
Please note: The subtotals in this exhibit do not reflect the entire budget for the respective departments or funds that are listed. They only represent the budget line items for which amendments are being requested.


## Report to City Council



Council Meeting of March 2, 2016  
Agenda Item Number E-2

Approved by:

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

  
\_\_\_\_\_  
City Administrator

### **Consideration of a Resolution Amending the City of Madera Classification Plan and Setting the Rate of Compensation for Certain Classifications**

#### **RECOMMENDED ACTION**

It is recommended Council adopt the resolution amending the employee classification plan and setting the rate of compensation for the Communications Manager and Communications Specialist classifications as well as amending the employee classification plan for the Senior Civil Engineer classification.

#### **SITUATION**

The recommended 2015-16 mid-year budget includes the addition of dedicated staff to work in the communications field on behalf of the City. Staff has developed appropriate job descriptions for the two recommended positions, which can be summarized as follows:

#### **Communications Manager**

The Communications Manager will be an at will position reporting directly to the City Administrator. The individual in this position will be responsible for overseeing the City's public information, outreach communications and marketing strategies.

#### **Communications Specialist**

The Communications Specialist will be a mid-management position reporting to the Communications Manager. The individual in this position will oversee the City's digital communication program, including the City's website, social media, video production, and graphic creation. This position will require a high degree of technical skills as well as creativity.

In addition to these new positions, the recommended mid-year budget includes the addition of a Senior Civil Engineer in the Engineering Department. The City has an established pay range identified in the Mid Management Group Memorandum of Understanding, but has not actually utilized this classification in many years. For

this reason staff reviewed and is recommending an updated job description to accurately capture the anticipated assigned duties and responsibilities.

Staff presented the proposed job specifications to the affected bargaining units for comment, where applicable, and did not receive any negative response.

Job specifications for Communications Manager, Communications Specialist and Senior Civil Engineer are on file with the Office of the City Clerk.

**FISCAL IMPACT**

Adding classifications to the classification plan does not in and of itself create a fiscal impact. However, classifications are added with the intent to utilize them as part of the City's staffing plan. Appropriate salary ranges for the Communications Manager and Communications Specialist were determined based on market comparisons. There is no proposed compensation change for the Senior Civil Engineer position, just an update of the job description.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN**

Amendments to the City of Madera classification and compensation plan are not addressed in the vision or action plan; the requested action is also not in conflict with any of the actions or goals contained in that plan.



RESOLUTION No. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA  
AMENDING THE EMPLOYEE CLASSIFICATION PLAN ADOPTED BY RESOLUTION No. 00-13  
AND SETTING THE RATE OF COMPENSATION FOR CERTAIN CLASSIFICATIONS  
OF THE CITY OF MADERA**

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

**SECTION 1.** The Employee Classification Plan adopted by Resolution No. 00-13 is hereby amended by the addition of the Communications Manager and Communications Specialist. Job descriptions for these positions are on file with the Office of the City Clerk and referred to for more particulars.

**SECTION 2.** The Employee Classification Plan adopted by Resolution No. 00-13 is hereby amended by the modification of the Senior Civil Engineer classification. The revised job description for this position is on file with the Office of the City Clerk and referred to for more particulars.

**SECTION 3.** Effective March 2, 2016 the job classifications listed shall be assigned to the designated range in the City of Madera Monthly Salary Schedule "M":

<u>TITLE</u>	<u>RANGE</u>	<u>MIN</u>	<u>MAX</u>
Communications Manager	456	\$6,521	\$8,323
Communications Specialist	358	\$4,000	\$5,105

\* \* \* \* \*

## CITY OF MADERA

### COMMUNICATIONS MANAGER

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

#### **DEFINITION:**

Under direction, performs professional administrative, analytical and technical work managing and directing a comprehensive, proactive and influential public information program through a variety of media and communications methods; develops, implements and administers assigned program responsibilities; promotes and creates awareness of the operations and objectives of City government through public outreach, education programs and marketing strategies; performs other related duties as required.

#### **DISTINGUISHING CHARACTERISTICS:**

The **Communications Manager** is a journey level professional managerial classification. Incumbents possess a significant level of specialized technical expertise and exercise independent judgment with minimum supervision while performing their job duties. Work requires creativity and resourcefulness to accomplish goals and objectives. Significant interaction with City staff at all levels, elected and appointed officials, community representatives and the media is required. These contacts require tact, discretion and persuasion as well as the ability to build effective professional relationships built on trust. This is an unclassified position in which the incumbent serves at the will of the City Administrator.

#### **SUPERVISION RECEIVED/EXERCISED:**

Receives direction from the City Administrator or designee. Exercises direct and indirect supervision over assigned staff.

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

- Plans, directs and coordinates the Communications Department work plan through department staff; assigns work activities and responsibilities to appropriate personnel; reviews and evaluates organizational effectiveness and productivity; identifies and resolves problems and/or issues.
- Serves as spokesperson and liaison for the City to the media on a variety of topics. Establishes, promotes and maintains effective relations with the media and advises officials, departments and employees on how to properly frame issues and present

information to facilitate public understanding. Creates a proactive public relations environment.

- Oversees the City's communications and outreach programs. Ensures that the City's virtual media, including but not limited to website, social and video technology, are current and relevant and that City accomplishments and programs are highlighted and reported appropriately. Ensures that the City's marketing effort is well coordinated, consistent and in accordance with good public relations practices.
- Keeps informed on programs and projects and provides advice on the level, method and timing of various communication methods to best deliver the City's message. Identifies opportunities for promoting the City's programs and projects. Plans, organizes and implements multimedia events and special publicity campaigns for various projects, programs and issues.
- Creates proactive relationships with members of the regional media and serves as staff's contact person with the media to ensure a single source of the most accurate information.
- In collaboration with the City's Information Services Department, leads the development and execution of new media strategy that leverages social networks and other electronic media to better engage the community. Develops appropriate policies and guidelines for the use of communication tools by City departments and staff.
- Prepares and directs the drafting of speeches, press releases, public service announcements, brochures, flyers, pamphlets, newsletters, articles, scripts and related communication tools for City officials and staff which enhance the City's public image.
- Actively tours and participates with City departments and their various programs/projects to ensure that the City's public image is presented in the most favorable manner.
- Ensures sensitive and controversial matters are managed in the most discreet manner possible.
- Attends City Council meetings and other official City meetings and functions, public outreach events and community events. These events may occur during the regularly scheduled work day or in the early mornings, evenings or on weekends.
- Oversees the selection and training of personnel; assumes responsibility for motivating and evaluating assigned personnel; provides necessary training; initiates discipline procedures as is appropriate; assigns work to staff and personnel; monitors work activities to ensure safe work practices, work quality and accuracy; ensures compliance to applicable rules, policies and procedures.
- Prepares, manages and coordinates the development of the department budget; prepares forecasts of necessary funds for staffing, materials and supplies; presents, justifies and defends programs, operations and activities; monitors and approves

expenditures; discusses and resolves budget issues with appropriate staff; implements adjustments as necessary.

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

### **WORKING CONDITIONS:**

Position requires prolonged sitting, standing, walking, reaching, twisting, turning, kneeling, bending, squatting and stooping in the performance of daily activities. The position also requires grasping, repetitive hand movement and fine coordination in preparing reports using a computer keyboard. Additionally, the position requires near and far vision in reading written reports and work related documents. Acute hearing is required when providing phone and face-to-face service.

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

#### **Education and/or Experience:**

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for a **Communications Manager**. A typical way of obtaining the required qualifications is to possess three (3) years of experience in public relations or mass communications and a Bachelor's degree in communications, journalism, public relations, public administration, business administration or a related field.

#### **License/Certificate:**

Possession of, or the ability to obtain, a valid class C California driver's license.

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

#### **Knowledge of:**

Principles and practices of public information dissemination and community promotion; principles and practices of journalism, public relations, marketing and promotion, including understanding of requirements of various media; public administration policies and procedures; structure and organization of public sector agencies; research techniques and data gathering; issues, laws and legislative developments of importance to the community; journalistic composition and writing styles, spelling, grammar, punctuation and pronunciation; print and broadcast media practices; principles and practices of program development and administration; basic principles and practices of personnel management; budget development and implementation; modern office

practices, methods and equipment, including a computer and applicable software; Federal, State and local laws and regulations relating to assigned areas of responsibility, including the Freedom of Information Act, Brown Act, trademark and copyright law, and confidentiality of personnel information.

**Ability to:**

Analyze administrative, operational and organizational problems, evaluate alternatives and reach sound conclusions; consult effectively with management and staff; prepare clear and concise communications to be presented both orally or in writing; write creatively and edit reports and publications covering a wide range of subject matter; target messages effectively to various and multiple audiences; leverage technology to facilitate information sharing; manage crisis communications; handle difficult situations with tact and diplomacy and maintain an open and approachable manner; handle multiple projects and events simultaneously; operate a camera, video and audio equipment for capturing photographs and video messages; use a computer and related software to perform the full scope of assigned duties; interpret and apply applicable laws, codes and regulations; prepare complete and accurate complex reports; establish and maintain effective working relationships with a wide variety of individuals that include City officials, staff, the media and the general public; operate effectively regardless of circumstances and present a professional appearance at all times.

**Skill to:**

Operate both PC and Mac office computers and a variety of software applications in the performance of assigned duties including email, calendar, word processing, spreadsheets, project management, publication, photo editing and video editing software; operate modern office equipment including photocopiers, printers, telephones and facsimile machines; edit written and visual communication proposals; effectively work with a variety of personalities and continually present a professional demeanor.

## CITY OF MADERA

### COMMUNICATIONS SPECIALIST

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#### **DEFINITION:**

Under direction of the Communications Manager, oversees the City's digital communication program, including but not limited to the City's website, day-to-day operations of social media, video production and graphic creation; prepares visual presentations by designing art and copy layouts or digital media files to include video covering all aspects of digital production, including quality audio. Coordinates, implements and prepares materials for public information, marketing, publication and publicity activities of the City's various departments and programs; performs other related duties as required.

#### **DISTINGUISHING CHARACTERISTICS:**

The **Communications Specialist** is a journey level professional classification and, as such, is expected to work independently and receive only occasional instruction or assistance as new or unusual situations arise and incumbents are fully aware of the operating procedures and policies within the City. Incumbents possess a significant level of specialized technical expertise and exercise independent judgment with minimum supervision while performing their job duties. Work requires creativity, resourcefulness, imagination, and originality to accomplish goals and objectives. This position is distinguished from the higher level Communications Manager classification in that the latter has overall responsibility for the Communications Department.

#### **SUPERVISION RECEIVED/EXERCISED:**

Receives direction from the Communications Manager. May exercise technical supervision over support staff and/or functional lead supervision on specialized projects.

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

- Designs and manages the overall digital strategy for the City.
- Coordinates with other City departments to gather information and materials in order to plan concepts for City oriented marketing and public information.
- Provides creative approaches to design, marketing programs and services.

- Creates design and layout of various publications. Illustrates concepts by designing layout of art and copy regarding arrangement, size, type size and style, and related aesthetic concepts.
- Provides content and graphic management of City website and other virtual technology such as social media. Stays abreast of emerging technology in the communications field and makes recommendations on tools the City should utilize in its communications strategy. Assists in drafting policy and makes recommendations regarding procedures for use of communications tools.
- Provides direction and leadership to vendor and/or internal design, content, and development staff on web and creative projects. Offers one-on-one training to City staff in other departments to assist in maintaining digital content that is current, relevant, and usable by the public.
- Creates graphics or illustrations for special projects, events or programs, including displays, signs, flyers and brochures to be used in print and digital media. Prepares final layout and creates web production or press-ready packaged files. Computes scale reductions and enlargements.
- Designs, creates, produces and edits video or other digital media format outreach campaigns for use on websites, social media or other release tools as approved for use by the City.
- Captures and maintains City video and image library. Regularly attends events outside of normal business hours such as City Council meetings, City sponsored special events, community outreach events or community partner events to capture videos and images. Works with representatives from other City departments to assist in capturing events for the video and image library.
- Works collaboratively with various City departments on assigned projects to answer inquiries on all phases of media production work and makes recommendations for improvement to proposed or existing communication plans.
- Assists with creation of written marketing plans and other publicity strategies as assigned.
- Ensures all applicable laws, rules and regulations are complied with related to the publication of digital and print media.
- Writes and edits copy for publications. Proofreads work to ensure accuracy and format integrity. Writes, edits and distributes press releases as assigned.
- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff, and the public.

**WORKING CONDITIONS:**

Position requires prolonged sitting, standing, walking, reaching, twisting, turning, kneeling, bending, squatting and stooping in the performance of daily activities. The position also requires grasping, repetitive hand movement and fine coordination in producing digital media and using a computer keyboard/mouse. Additionally, the position requires near and far vision in reading written reports and work related documents as well as in producing digital media. Acute hearing is required when providing phone and face-to-face service.

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

**Education and/or Experience:**

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for a **Communications Specialist**. A typical way of obtaining the required qualifications is to possess two (2) years of experience in graphic communications and production work designing, creating and implementing communications or public outreach plans OR an Associate's degree in graphic design, graphic arts or a closely related field.

**License/Certificate:**

Possession of, or the ability to obtain, a valid class C California driver's license.

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

**Knowledge of:**

Principles methods and techniques of contemporary graphic design, illustrative advertising, display art and copy layout; principles and practices of journalism, public relations, marketing and promotion, including understanding of requirements of various media; public administration policies and procedures; structure and organization of public sector agencies; journalistic composition and writing styles, spelling, grammar, punctuation and pronunciation; computer graphics programs and graphics media; online content management practices; print and broadcast media practices; modern office practices, methods and equipment, including a computer and applicable software; Federal, State and local laws and regulations relating to assigned areas of responsibility, including the Freedom of Information Act, Brown Act, trademark and copyright law, and confidentiality of personnel information.



**Ability to:**

Create and produce attractive designs, illustrations, brochures and other publications; consult effectively with management and staff; prepare clear and concise communications to be presented digitally, orally and/or in writing; write and/or design creatively and edit reports and publications covering a wide range of subject matter; target messages effectively to various and multiple audiences; leverage technology to facilitate information sharing; handle multiple projects and events simultaneously; operate a camera, video and audio equipment for capturing photographs and video messages; use a computer and related software to perform the full scope of assigned duties; interpret and apply applicable laws, codes and regulations; establish and maintain effective working relationships with a wide variety of individuals that include City officials, staff, the media and the general public; operate effectively regardless of circumstances and present a professional appearance at all times.

**Skill to:**

Operate both PC and Mac office computers and a variety of software applications in the performance of assigned duties including email, calendar, word processing, spreadsheets, project management, publication, photo editing and video editing software; operate modern office equipment including photocopiers, printers, telephones and facsimile machines; design and edit written and visual communication proposals; effectively work with a variety of personalities and continually present a professional demeanor.

## CITY OF MADERA

### SENIOR CIVIL ENGINEER

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

#### **DEFINITION:**

Under direction, manages City capital improvement projects and provides a high level of professional and technical civil engineering work related to public and private project development including application of City requirements and other regulations; performs a variety of the most difficult and complex professional office and field engineering work; prepares and/or reviews plans, designs, and specifications for a variety of City and private development projects; manages, reviews and directs work prepared by outside consultants; provides project direction, work coordination, and training for other professional, paraprofessional, and technical engineering staff; performs related work as required.

#### **DISTINGUISHING CHARACTERISTICS:**

The **Senior Civil Engineer** is an advanced journey level registered civil engineering classification in the professional civil engineering class series. Assignments are given in general terms with incumbents exercising considerable independent judgment and discretion in the application of the principles and practices of planning, design, construction and the administration of a variety of projects to include but not be limited to public works projects including streets, water, sewer and storm drain systems; City parks; building projects and airport projects. The Senior Civil Engineer is distinguished from the next higher position of Deputy City Engineer in that the higher position acts as a division manager and also acts as the Engineer-in-Charge in the absence of the City Engineer.

#### **SUPERVISION RECEIVED/EXERCISED:**

Receives general supervision from the City Engineer or Deputy City Engineer. May exercise technical and/or functional supervision over other professional, paraprofessional and technical engineering staff members.

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

- Acts as project manager for design and construction activities on a variety of public works projects including street, storm drainage facilities, sanitary sewer facilities, park development, landscaping, irrigation pipelines, water production and distribution facilities, and buildings; performs field inspections; develops design procedures;

prepares plans, specifications, value engineering, project budget and cost estimates; interprets the application of design criteria; checks plans and specifications for accuracy of design and completeness.

- Coordinates capital improvement projects with contractors, utility companies and other agencies including but not limited to Caltrans, Madera County, Madera Irrigation District, and other State and Federal agencies; administers construction contracts; supervises staff on construction sites; performs field inspections; plans, coordinates, prioritizes, monitors and participates in the work of staff responsible for reviewing design conformance and accuracy of public and private development projects.
- Plan checks plans and specifications for the construction of capital improvement projects.
- Develops, reviews, approves and implements project schedules and contract bid documents.
- Possesses extensive working knowledge of Caltrans: Local Assistance Procedures Manual, Standard Plans and Specifications, the Manual of Uniform Traffic Control Devices, Highway Design Manual and other similar manuals. Possesses a working knowledge of applicable building codes.
- Independently solves difficult or unusual design and construction problems and assists in the implementation of citywide infrastructure objectives. Assures that individuals whose functions require knowledge and understanding of the general contract and subcontract requirements receive and understand the information.
- Prepares and provides complex engineering reports, correspondence, staff reports, ordinances, and resolutions to the City Administrator, City Council, committees, City departments, outside agencies and the public; makes oral presentations and participates in organizational and community group meetings; responds to questions and inquiries, and investigates complaints.
- Initiates, establishes and maintains working relationships with lead departments, architects/engineers, public agencies, utility companies and contractors to facilitate design and construction activities. Organizes, conducts and represents the City at project coordination meetings at regular agreed upon intervals.

**WORKING CONDITIONS:**

Position requires sitting; standing; walking on level, uneven and slippery surfaces; reaching; twisting; turning; kneeling; bending; stooping; squatting; crouching; grasping; crawling and making repetitive hand movement in the performance of daily duties. Tasks may involve extended periods of time at a keyboard or workstation. The position also requires both near and far vision when inspecting work and operating assigned equipment, and acute hearing is required when providing phone and face-to-face service. The need to lift, carry, pull and push tools, supplies and other equipment

weighing up to 25 pounds is also required. Additionally, the incumbent in this position works outdoors in all weather conditions including wet, hot and cold. The incumbent will be required to traverse construction project sites that may include uneven walking surfaces and open trenches. The position entails working in situations that may expose the employee to fumes or airborne particles, electrical shock or mechanical hazards. The nature of the work also requires the incumbent to climb ladders and drive motorized vehicles.

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

**Experience and Education:**

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for a Senior Civil Engineer may be considered qualifying. A typical way of obtaining the required qualifications is to possess the equivalent of four years of increasingly responsible Civil Engineering experience, including two years as a project manager, and a Bachelor's degree in Civil Engineering.

**License/Certificate:**

Possession of, or ability to obtain, a valid Class C California driver's license and possession of a valid certificate of registration as a Civil Engineer, issued by the California State Board of Registration for Civil and Professional Engineers. For all Civil Engineers registered after 1982, Land Surveyor Certificate is desirable.

**KNOWLEDGE, SKILLS AND ABILITIES:**

**Knowledge of:**

Principles, procedures, practices and standards of civil engineering and surveying relating to the preparation and evaluation of plans and specifications for public and/or private construction; construction methods, materials, approved standards of safety for occupational hazards; municipal engineering laws, ordinances, codes, specifications and plans; applicable federal, state and local laws, codes, and regulations including Madera Municipal Code, ordinances, and codes related to building construction and engineering project inspection methods; contract administration; modern office practices, methods and equipment; operational characteristics and use of standard equipment used in the engineering profession.

**Ability to:**

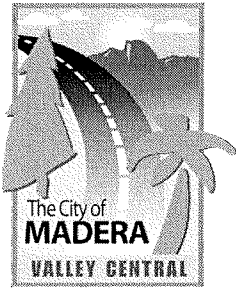
Prepare accurate plans, specifications, cost estimates and engineering reports; make accurate engineering computations; analyze and evaluate design drawings and specifications; learn and apply established principles and practices of

municipal civil engineering; promote and enforce safe work practices; analyze and successfully negotiate complex transactions involving significant amounts of capital, property, property owner rights and public responsibilities; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships.

**Skill to:**

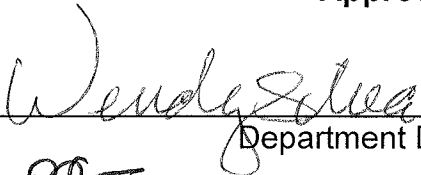
Operate an office computer and a variety of word processing, spreadsheet, email and related software applications; safely and effectively operate engineering tools and equipment.


## Report to City Council



Council Meeting of March 2, 2016  
Agenda Item Number E-3

Approved by:

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

  
\_\_\_\_\_  
City Administrator

### **Introduction of an Ordinance Amending Subsection E of §2-2.305 of Title II of the Madera Municipal Code Relating to Civil Service and Exceptions to the Competitive Service**

#### **RECOMMENDED ACTION**

It is recommended Council introduce the ordinance amending the exceptions to the competitive service within the Madera Municipal Code.

#### **SITUATION**

As part of the 2015-16 mid-year budget, staff recommended creation of a Communications Manager position that would be at will and report directly to the City Administrator. In order for the position to be excepted from Competitive Service and be classified as at will, the position must be reflected in the Municipal Code as such. Additionally, staff is recommending some basic cleanup since the last update to this code section in 2009.

#### **FISCAL IMPACT**

Amendment of the Municipal Code does not create a fiscal impact.

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

Amendments to the Municipal Code relative to competitive service are not addressed in the vision or action plan; the requested action is also not in conflict with any of the actions or goals contained in that plan.

ORDINANCE NO. \_\_\_\_\_ C.S.

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA  
AMENDING SUBSECTION E OF §2-2.305 OF TITLE II OF THE MADERA MUNICIPAL CODE  
RELATING TO CIVIL SERVICE AND EXCEPTIONS TO THE COMPETITIVE SERVICE**

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

SECTION 1. Subsection E of §2-2.305 of Title II of the Madera Municipal Code is amended to read as follows:

(E) The City Administrator, Police Chief, Golf Course Superintendent, ~~Director of Finance/Treasurer~~[Director of Financial Services], City Attorney and attorney subordinates, if any, City Clerk, City Engineer, Director of Community Development, Public Works Operations Director, Director of Parks and Community Services, Planning Manager, Director of Human Resources, Executive Director [of the Successor Agency to the Former Madera] Redevelopment Agency, Director of Administrative Services, Chief Building Official, Grant Administrator, Information Services Manager, [Communications Manager] and Neighborhood Preservation Manager.

SECTION 2. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or void for any other reason.

SECTION 3. This Ordinance shall be effective and of full force and effect at 12:01 a.m. on the thirty-first day after its passage.

\*\*\*\*\*

**MEMO**

DATE: March 2, 2016

Council Meeting of March 2, 2016  
Agenda Item Number: E-4

TO: Madera City Council

RECEIVED

FROM: Bobby Kahn, Executive Director  
Madera County Economic Development Commission

City of Madera City Clerk

By: *[Signature]*

RE: Madera County Economic Development Commission  
2016/17 Annual Basic Service Level Budget

Date: *2/18/16*  
C: *City Administrator*  
*City Attorney*  
*Comm Dev. Dir.*  
*Finance Dir.*

**I. RECOMMENDATION**

The Madera County Economic Development Commission (MCEDC) recommends the Madera City Council (Council) adopt a minute order approving the 2016/17 Basic Service Level Budget as submitted.

**II. BACKGROUND**

MCEDC was created by the County of Madera and the cities of Madera and Chowchilla (PARTIES) through a Joint Powers Agreement (JPA). MCEDC is required by the JPA to submit a Basic Service Level Budget to the PARTIES on an annual basis. Once approved the budget is divided between PARTIES proportionally based on population. Through the past several years MCEDC has worked diligently on attraction of new business, expansion and retention efforts with local businesses throughout the County. MCEDC also acts as the lead agency on a county-wide basis for several agencies, organizations and programs such as the Eastern Madera County Chamber Alliance, the Greater Madera County Industrial Association, the Central California Valley Economic Development Corporation, the Madera County Energy Watch Program; CalRecycle, the Madera County and City of Madera Revolving Loan Fund programs and others. MCEDC is also a leader in promoting Madera County with ongoing press releases, social media, daily blogs and serves as the Madera County representative on the Channel 30 ABC news community advisory committee.

**III. SUMMARY**

The 2016/17 Basic Service Level Budget is approximately \$16,000 higher than the 2015/16 budget. All budget line items are almost identical to the 2015/16 budget. The Joint Powers Agreement states that each jurisdiction shall pay a pro-rated share of the MCEDC Basics Service Level Budget based on population. Although the MCEDC budget remains almost unchanged the funding formula between the PARTIES has been updated reflecting the Department of Finance most current population data. In previous years the formula used was the County 54%; City of Madera 39.17%; and the City of Chowchilla 6.83%. The most current data now indicates those percentages to be County 49%; City of Madera 43%; and the City of Chowchilla 8%. For the City of Madera that equates to \$171,809 for Fiscal Year as compared to \$155,112 for Fiscal Year 2015/2016.

**IV. FISCAL IMPACT**

This request will have an impact to the General fund in the amount of \$171,809 MCEDC invoices the City on a quarterly basis.



# Summary of Staff Time

\*Based on population

County of Madera	City of Madera	City of Chowchilla	TOTAL
49%	43.00%	8.00%	100%

Business Assistance/Office Manager

\*\* 15% to CDBG

Executive Director

\*\*1% to CDBG

## Business Assistance/Office Manager

						CDBG
Salary	\$53,677.20	\$22,356.55	\$19,619.02	\$3,650.05	\$45,625.62	\$8,051.58
Retirement	\$4,025.79	\$1,676.74	\$1,471.43	\$273.75	\$3,421.92	\$603.87
Employer Taxes	\$4,106.31	\$1,710.28	\$1,500.85	\$279.23	\$3,490.36	\$615.95
Workers Comp.	\$617.28	\$257.10	\$225.62	\$41.97	\$524.69	\$92.59
Medical	\$17,416.36	\$7,253.92	\$6,365.68	\$1,184.31	\$14,803.91	\$2,612.45
Dental	\$757.90	\$315.66	\$277.01	\$51.54	\$644.21	\$113.69
Vision	\$116.28	\$48.43	\$42.50	\$7.91	\$98.84	\$17.44
Life/LTD	\$255.00	\$117.05	\$84.90	\$14.80	\$216.75	\$38.25
					\$68,826.30	\$12,145.82

## Business Development/Mkting Manager

Salary	\$48,590.12	\$23,809.16	\$20,893.75	\$3,887.21	\$48,590.12
Retirement	\$3,644.26	\$1,785.69	\$1,567.03	\$291.54	\$3,644.26
Employer Taxes	\$3,717.14	\$1,821.40	\$1,598.37	\$297.37	\$3,717.14
Workers Comp	\$558.78	\$273.80	\$240.28	\$44.70	\$558.78
Medical	\$23,337.22	\$11,435.24	\$10,035.00	\$1,866.98	\$23,337.22
Dental	\$1,015.34	\$497.52	\$436.60	\$81.22	\$1,015.34
Vision	\$184.32	\$90.32	\$79.26	\$14.74	\$184.32
Life/LTD	\$235.56	\$115.42	\$101.29	\$18.85	\$235.56
					\$81,282.74

## Executive Director

						CDBG
Salary	\$107,923.00	\$52,353.45	\$45,942.82	\$8,547.50	\$106,843.77	\$1,079.23
Retirement	\$16,188.00	\$7,852.80	\$6,891.23	\$1,282.09	\$16,026.12	\$161.88
Employer Taxes	\$8,256.00	\$4,004.99	\$3,514.58	\$653.87	\$8,173.44	\$82.56
Workers Comp	\$4,047.11	\$1,963.25	\$1,722.86	\$320.53	\$4,006.64	\$40.47
Medical	\$12,315.21	\$5,974.11	\$5,242.59	\$975.36	\$12,192.06	\$123.15
Dental	\$559.81	\$271.56	\$238.31	\$44.34	\$554.21	\$5.60
Vision	\$74.88	\$36.32	\$31.88	\$5.93	\$74.13	\$0.75
Life/LTD	\$487.00	\$236.24	\$207.32	\$38.57	\$482.13	\$4.87
					\$148,352.50	\$1,498.51

\$312,105.87	\$146,257.00	\$128,330.18	\$23,874.36	\$298,461.54	\$13,644.33
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EDC Projected Expenses (Exhibit B)	County	City	City	
	of Madera	of Madera	of Chowchilla	TOTAL

<b>Staff Salaries/Other Compensation</b>	98,519.00	86,456.00	16,085.00	201,060.00
<b>Staff Benefits/Taxes</b>	47,727.00	41,883.00	7,792.00	97,402.00
Subtotal	146,246.00	128,339.00	23,877.00	298,462.00

<b>Operating Expenses</b>	% to be applied	49%	43.00%	8.00%	100%
Audit	3,500	1,715.00	1,505.00	280.00	3,500
Auto Expense/Travel	3,000	1,470.00	1,290.00	240.00	3,000
Conference/Training	3,000	1,470.00	1,290.00	240.00	3,000
Staff Expense	2,000	980.00	860.00	160.00	2,000
Insurance/Surety Bonds	1,000	490.00	430.00	80.00	1,000
Office Supplies	1,000	490.00	430.00	80.00	1,000
Office Rent	28,800	14,112.00	12,384.00	2,304.00	28,800
Organizational Dues	1,700	833.00	731.00	136.00	1,700
Postage	1,000	490.00	430.00	80.00	1,000
Newsletter	2,394	1,173.00	1,029.00	192.00	2,394
Printing	1,000	490.00	430.00	80.00	1,000
Publications/Directories	500	245.00	215.00	40.00	500
Repairs/Maintenance	2,500	1,225.00	1,075.00	200.00	2,500
Telephone	3,000	1,470.00	1,290.00	240.00	3,000
Utilities	3,500	1,715.00	1,505.00	280.00	3,500
Commission Expense	200	98.00	86.00	16.00	200
Equipment Rental	3,000	1,470.00	1,290.00	240.00	3,000
Marketing	40,000	19,600.00	17,200.00	3,200.00	40,000
	101,094.00	49,536.00	43,470.00	8,088.00	101,094

<b>TOTAL Fiscal Year 16/17</b>	195,782.00	171,809.00	31,965.00	399,556.00
	County of Madera	City of Madera	City of Chowchilla	