

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

JOINT MEETING NOTICE AND AGENDA

**Wednesday, September 5, 2018
6:00 p.m.**

**Council Chambers
City Hall**

CALL TO ORDER

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

INVOCATION: Pastor Tim McGraw, Yosemite Christian Center

PLEDGE OF ALLEGIANCE:

PUBLIC COMMENT:

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

PRESENTATIONS Proclamation Recognizing Fastway Chicken's 40th Anniversary

INTRODUCTIONS None.

A. WORKSHOP

There are no items for this section.

B. CONSENT CALENDAR

- B-1 Minutes – 9/13/17, 8/08/18, 8/15/18, 8/18/18
- B-2 Warrant Disbursement Report 8/8/18 – 8/28/18 (Report by Tim Przybyla)
- B-3 Water Conservation Report for July 23rd through August 19th (Report by John Scarborough)
- B-4 Informational Report on Personnel Activity (Report by Wendy Silva)
- B-5 Consideration of a Resolution Approving Four Agreements for Purchase and Sale of Real Property with the Property Owners, Acceptance of Four Easement Deeds for the Olive Avenue Widening and Reconstruction Project Between Gateway Drive and Knox Street, Authorizing the Mayor to Execute the Agreements and Authorizing the City Administrator to Execute All Documents Necessary to Effectuate the Purchase (Report by Keith Helmuth)
- B-6 Consideration of a Resolution Approving the 2018 Transit Asset Management Plan (Report by Ivette Iraheta)
- B-7 Consideration of a Minute Order Rejecting a Claim filed by Gene Turner (Report by Wendy Silva)
- B-8 Consideration of a Resolution Approving a Lease Agreement with County of Madera for a Hangar Lease Located at the Madera Municipal Airport, and Authorizing the Mayor to Execute the Agreement on Behalf of the City (Report by John Scarborough)
- B-9 Consideration of a Minute Order Authorizing Submittal of the Parade Entry Form and Authorizing the Mayor to Sign the Hold Harmless Agreement for Council Participation in the Old Timers Day Parade (Report by Sonia Alvarez)
- B-10 Consideration of a Written Request by the Original Madera Kiwanis Club Seeking Council Approval to Cover the Cost of Police and Public Works Fees in Conjunction with the Old Timers Day Parade (Report by Brian Esteves)
- B-11 Consideration of a Resolution Authorizing the City to Make an Application for Award to the Edward Byrne Memorial Justice Assistance Grant Program FY 2018 Local Solicitation (Report by Ivette Iraheta)
- B-12 Consideration of a Resolution Approving a Memorandum of Understanding Between the City of Madera and the Madera Affiliated City Employees' Association and Authorizing the City Administrator to Sign the Memorandum (Report by Wendy Silva)
- B-13 Consideration of a Resolution Approving a Memorandum of Understanding Between the City of Madera and the Mid-Management Employee Group and Authorizing the City Administrator to Sign the Memorandum (Report by Wendy Silva)
- B-14 Consideration of a Resolution Approving Agreement for Outside of City Water Service for Property Located at 16440 N Lake St., Approving Covenant to Annex, Authorizing the Mayor to Execute the Agreement and Covenant on Behalf of the City and Directing Staff to Record the Agreement and Covenant (Report by Keith Helmuth)

- B-15 Consideration of a Resolution Approving a Memorandum of Understanding between the City of Madera and the Law Enforcement Mid Management Group and Authorizing the City Administrator to Sign the Memorandum (Report by Wendy Silva)
- B-16 Consideration of a Resolution Approving an Improvement Deferral Agreement and Authorization of Lien for Site Plan Review SPR 2018-15 Improvements and Authorizing the Mayor to Sign the Agreement on Behalf of the City (Report by Chris Boyle)
- B-17 Consideration of a Minute Order Approving and Accepting the City of Madera Investment Report for the Quarter Ending June 30, 2018 (Report by Tim Przybyla)

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

- C-1 Consideration of Resolution Approving Agreement with Carollo Engineers, Inc. for Professional Engineering Design Services for a Water Storage Tank, Pump Station, and Transmission Main for the City of Madera (Report by Keith Helmuth)
- C-2 Second Reading and Consideration of Adoption of an Ordinance Pertaining to the Formulation of a City-Wide Youth Commission (Report by Mary Anne Seay)

D. WRITTEN COMMUNICATIONS

There are no items for this section.

E. ADMINISTRATIVE REPORTS

- E-1 Informational Report on the Sustainable Communities Grant Program-State Route (SR) 145 (Yosemite Avenue) as Downtown Main Street (Report by Jimmy Monreal)
- E-2 Direction to Staff Regarding Setting a Date for Discussion of Items Related to the Water Enterprise Fund (Report by David Merchen)

F. COUNCIL REPORTS

G. CLOSED SESSION

- G-1 Closed Session Announcement – City Attorney
- G-2 Conference with Legal Counsel – Anticipated Litigation. Significant exposure to litigation pursuant to Government Code §54956.9(d)(2) – 3 cases
- G-3 Conference with Labor Negotiators Pursuant to Government Code §54957.6

Agency Designated Representatives: Steve Frazier, Wendy Silva

Unrepresented Positions:

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

- G-4 Closed Session Report – City Attorney

ADJOURNMENT – Next regular meeting September 19, 2018

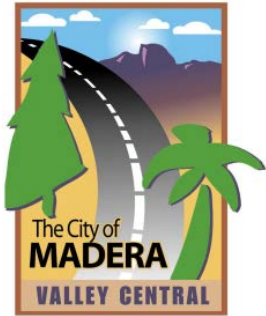
- Please silence or turn off cell phones and electronic devices while the meeting is in session.
 - Regular meetings of the Madera City Council are held the 1st and 3rd Wednesday of each month at 6:00 p.m. in the Council Chambers at City Hall.
 - Any writing related to an agenda item for the open session of this meeting distributed to the City Council less than 72 hours before this meeting is available for inspection at the City of Madera Office of the City Clerk, 205 W. 4th Street, Madera, California 93637 during normal business hours.
 - The meeting room is accessible to the physically disabled, and the services of a translator can be made available. Request for additional accommodations for the disabled, signers, assistive listening devices, or translators needed to assist participation in this public meeting should be made at least seventy-two (72) hours prior to the meeting. Please call the Human Resources Office at (559) 661-5401. Those who are hearing impaired may call 711 or 1-800-735-2929 for TTY Relay Service.
 - Questions regarding the meeting agenda or conduct of the meeting, please contact the City Clerk's office at (559) 661-5405.
 - Para asistencia en Español sobre este aviso, por favor llame al (559) 661-5405.
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I, Sonia Alvarez, City Clerk for the City of Madera, declare under penalty of perjury that I posted the above joint meeting notice and agenda for the Regular Meeting of the Madera City Council and the Special Meeting of the Madera City Council as the Groundwater Sustainability Agency for September 5, 2018, near the front entrances of City Hall at 4:30 p.m. on August 30, 2018.



Sonia Alvarez, City Clerk

Item:	B-1
Minutes for:	09/13/17
Adopted:	09/05/18



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

**September 13, 2017
6:00 p.m.**

**Frank A. Bergon Senior Center
238 South D Street
Madera, CA 93638**

CALL TO ORDER - The meeting was called to order at 6:02 p.m.

Concurrent meetings for the joint special meeting of the Madera City Council and regular meeting of the Successor Agency to the Former Madera Redevelopment Agency, and special meeting of the Madera City Council as the Successor Housing Agency were also opened.

ROLL CALL:

Present: Mayor Andrew J. Medellin
Mayor Pro Tem Cece Foley Gallegos, District 1
Council Member Jose Rodriguez, District 2
Council Member Donald E. Holley, District 6
Council Member William Oliver, District 3
Council Member Charles F. Rigby, District 5

Absent: Council Member Derek O. Robinson Sr., District 4

Others present were City Administrator David Tooley, City Attorney Brent Richardson, City Clerk Sonia Alvarez and Public Works Operations Director David Randall.

INVOCATION: Pastor Dave Dougherty, Harvest Community Church

PLEDGE OF ALLEGIANCE: Mayor Medellin 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.

Public comment was opened for all meetings. No comments were offered.

Mayor Medellin continued with the Special Meeting of the Madera City Council.

A. WORKSHOP

There are no items for this section.

B. CONSENT CALENDAR

Items on the consent calendar are adopted with a single motion and vote of the council. Items pulled from the consent calendar for further discussion are adopted under separate action.

No items were pulled from the consent calendar.

ON MOTION BY COUNCIL MEMBER OLIVER, AND SECONDED BY COUNCIL MEMBER RIGBY, THE CONSENT CALENDAR WAS ADOPTED UNANIMOUSLY BY A VOTE OF 6-0. ABSENT: COUNCIL MEMBER ROBINSON.

- B-1 Consideration of a Resolution Accepting Federal Aviation Administration Grant No. 3-06-0144-028-2017 for Federal Assistance for Construction of the Crack Seal and Reseal Joints in Airfield Pavements Project at the Madera Municipal Airport, and Authorizing the Mayor or His Designee to Execute the Grant Agreement and Related Documents on Behalf of the City (Report by Dave Randall)

RES. NO. 17-128 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING ACCEPTANCE OF FEDERAL AVIATION ADMINISTRATION GRANT NO. 3-06-0144-028-2017 FOR FEDERAL ASSISTANCE FOR CONSTRUCTION OF THE CRACK SEAL AND RESEAL JOINTS IN AIRFIELD PAVEMENT PROJECT AT THE MADERA MUNICIPAL AIRPORT, AND AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE GRANT AGREEMENT AND RELATED DOCUMENTS ON BEHALF OF THE CITY OF MADERA

Mayor Medellin continued with the joint special meeting of the Madera City Council and regular meeting of the Successor Agency to the Former Madera Redevelopment Agency, and special meeting of the Madera City Council as the Successor Housing Agency at 6:07 p.m.

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

There are no items for this section.

D. WRITTEN COMMUNICATIONS

There are no items for this section.

E. ADMINISTRATIVE REPORTS

There are no items for this section.

F. COUNCIL REPORTS

No reports were given.

G. CLOSED SESSION

There are no items for this section.

ADJOURNMENT - The meeting was adjourned at 6:24 p.m. Next regular meeting 9/20/17.

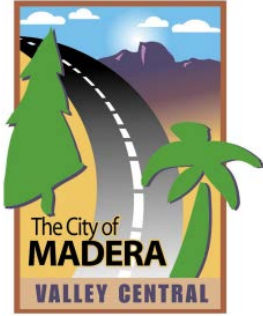
CONSISTENCY WITH THE VISION MADERA 2025 PLAN

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

SONIA ALVAREZ, City Clerk

ANDREW J. MEDELLIN, Mayor

Return to Agenda



Item:	B-1
Minutes for:	08/08/18
Adopted:	09/05/18

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

**August 8, 2018
6:00 p.m.**

**Council Chambers
City Hall**

CALL TO ORDER – The meeting was called to order at 6:00 p.m.

ROLL CALL:

Present:

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

Others present were City Attorney Brent Richardson, City Clerk Sonia Alvarez, Director of Community Development David Merchen.

INVOCATION:

Pastor Roger Leach, Valley West Christian Center

PLEDGE OF ALLEGIANCE:

Mayor Medellin 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. *[Concurrent public comment was also held for the Housing Authority meeting scheduled at the same time.]*

Mayor Medellin recessed the Housing Authority meeting and moved to the Special City Council meeting agenda.

PRESENTATIONS

None.

INTRODUCTIONS

None.

A. WORKSHOP

There are no items for this section.

B. CONSENT CALENDAR

Items on the consent calendar are adopted with a single motion and vote of the council. Items pulled from the consent calendar for further discussion are adopted under separate action.

No items were pulled from the consent calendar.

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

B-1 Consideration of a Resolution Approving an Amendment to the Consulting Services Agreement between the City of Madera and Ron Manfredi (Report by Brent Richardson)

RES. NO. 18-152 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING AN AMENDMENT TO THE CONSULTING SERVICES AGREEMENT WITH RON MANFREDI AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT

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

There are no items for this section.

D. WRITTEN COMMUNICATIONS

There are no items for this section.

E. ADMINISTRATIVE REPORTS

There are no items for this section.

Mayor Medellin recessed the City Council meeting and moved to the Housing Authority agenda at 6:03 p.m.

F. COUNCIL REPORTS

Council Member Robinson reported that he attended five locations during National Night Out.

Council Member Holley reminded everyone regarding Movies in the Park this Friday where they will be talking about bullying.

Council Member Holley reminded all that school is starting.

Council Member Holley stated National Night Out was a great event.

Council Member Oliver commented on the success of National Night Out and stated his appreciation to the Housing Authority for their participation.

G. CLOSED SESSION

There are no items for this section.

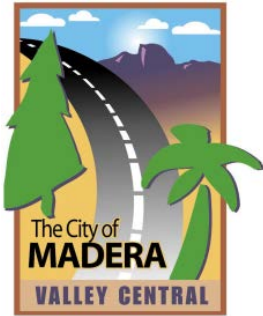
ADJOURNMENT - The meeting was adjourned at 7:02 p.m. Next regular meeting 8/15/18.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

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

SONIA ALVAREZ, City Clerk

ANDREW J. MEDELLIN, Mayor



Item:	B-1
Minutes for:	08/15/18
Adopted:	09/05/18

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

**August 15, 2018
6:00 p.m.**

**Council Chambers
City Hall**

CALL TO ORDER – The meeting was called to order at 6:00 p.m.

ROLL CALL:

Present:

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

Others present were City Administrator Steve Frazier, City Attorney Brent Richardson, City Clerk Sonia Alvarez, Director of Community Development David Merchen, Director of Financial Services Tim Przybyla, City Engineer Keith Helmuth, Public Works Operations Director John Scarborough, Chief of Police Dino Lawson, Director of Human Resources Wendy Silva, Director of Parks and Community Services Mary Anne Seay, Grant Administrator Ivette Iraheta, Chief Building Official Steve Woodworth, Information Services Manager Mark Souders, Planning Manager Chris Boyle, Commander Gino Chiamonte, Neighborhood Preservation Specialist Fabela Rodriguez and Division Fire Chief Matt Watson.

INVOCATION:

Pastor Roger Leach, Valley West Christian Center

PLEDGE OF ALLEGIANCE:

Mayor Medellin 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.

Khalid Chaudhry spoke regarding Transparent California and questioned salaries, subsidized golf course, water study and other areas of concern.

April Molina, residing in Madera, California, read from scripture, spoke regarding Madera being a great City and thanked staff and Council for what they do.

LATE DISTRIBUTION - The City Clerk made a late distribution announcement regarding items C-3 and E-2.

PRESENTATIONS

None.

INTRODUCTIONS Julia Chacon-Larson, Legal Assistant

City Attorney Brent Richardson introduced Ms. Chacon-Larson.

Ms. Chacon-Larson shared information about herself.

A. WORKSHOP

There are no items for this section.

B. CONSENT CALENDAR

*Items on the consent calendar are adopted with a single motion and vote of the council. *Items pulled from the consent calendar for discussion were adopted under a single motion with the remainder of the consent calendar after discussion concluded.*

Council Member Oliver pulled item B-10 for discussion.

Council Member Holley pulled item B-11 for discussion.

Council Member Foley Gallegos pulled items B-2 and B-8.

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

B-1 Minutes – 9/06/17, 7/31/18, 8/01/18

B-2 Warrant Disbursement Report 7/24/18-8/07/18 (Report by Tim Przybyla) *[Item pulled for discussion.]*

B-3 Water Conservation Report for June 18th through July 22nd (Report by John Scarborough)

B-4 Consideration of a Minute Order Accepting the Water Pollution Control Facility Replacement Water Supply Well Project, City Project No. WWTP 17-01, Authorizing Recording of the Notice of Completion and Authorizing the Release of Retention (Report by John Scarborough)

B-5 Consideration of a Resolution Adopting the City of Madera Conflict of Interest Code and Repealing Resolution No. 16-136 and All Resolutions in Conflict Herewith (Report by Sonia Alvarez)

RES. NO.18-153 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA ADOPTING THE CITY OF MADERA CONFLICT OF INTEREST CODE, AND REPEALING RESOLUTION NO. 16-136 AND ALL RESOLUTIONS IN CONFLICT HEREWITH

B-6 Consideration of a Resolution to Execute Easement Deed for Dedication of Easement for Madera Irrigation District's Pipeline Along East Side of Victory Lane through City-Owned Parcels APN 009-331-010, 011, 018, and 024 (Report by Keith Helmuth)

RES. NO. 18-154 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA TO EXECUTE AN EASEMENT DEED FOR DEDICATION OF EASEMENT FOR MADERA IRRIGATION DISTRICT'S PIPELINE ALONG EAST SIDE OF

VICTORY LANE THROUGH CITY OWNED PARCEL APN 009-331-010, 011, 018, AND 024

- B-7 Consideration of a Resolution Approving a Consultant Services Agreement with Madera Unified School District for Partial Administration of the District's Foster Youth and Homeless/Families in Transition Programs and Authorizing the Mayor to Execute the Agreement on Behalf of the City (Report by Mary Anne Seay)

RES. NO. 18-155 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING A CONSULTANT SERVICES AGREEMENT WITH MADERA UNIFIED SCHOOL DISTRICT FOR PARTIAL ADMINISTRATION OF THE DISTRICT'S FOSTER YOUTH AND HOMELESS/FAMILIES IN TRANSITION PROGRAMS AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY**

- B-8 Consideration of a Resolution Approving a Consultant Services Agreement with Madera Unified School District for Partial Administration of the District's Academic Year 2018-19 After School Program and Authorizing the Mayor to Execute the Agreement on Behalf of the City (Report by Mary Anne Seay) *[Item pulled for discussion.]*

RES. NO. 18-156 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING A CONSULTANT SERVICES AGREEMENT WITH MADERA UNIFIED SCHOOL DISTRICT (MUSD) FOR PARTIAL ADMINISTRATION OF THE DISTRICT'S ACADEMIC YEAR 2018-19 AFTER SCHOOL PROGRAM AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY**

- B-9 Consideration of a Resolution Approving an Increase in the Construction, Construction Inspection and Management Contingencies for Well-27 Pipeline Outfall Extension Southwest Corner of Almond Ave. & Pine St. City Project No. W 17-03 (Report by Keith Helmuth)

RES. NO. 18-157 **A RESOLUTION APPROVING AN INCREASE IN THE CONSTRUCTION, CONSTRUCTION INSPECTION AND MANAGEMENT CONTINGENCIES FOR WELL-27 PIPELINE OUTFALL EXTENSION SOUTHWEST CORNER OF ALMOND AVE. & PINE ST. CITY PROJECT NO. W 17-03**

- B-10 Consideration of a Resolution Approving an Addition and/or Amendment to Escrow Instructions Dated August 2, 2018 Addressing the Sale and Purchase of Real Estate for Parcel 16 within the Freedom Industrial Park (Report by David Merchen) *[Item pulled for discussion.]*

RES. NO. 18-158 **A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING AN ADDITION AND/OR AMENDMENT TO ESCROW INSTRUCTIONS DATED AUGUST 2, 2018 ADDRESSING THE SALE AND PURCHASE OF REAL ESTATE FOR PARCEL 16 WITHIN THE FREEDOM INDUSTRIAL PARK**

- B-11 Consideration of a Resolution of the Madera City Council Approving a Contract with the County of Madera in Which the County would Provide Animal Control Services to the City and the City would Provide Law Enforcement Services to the County and Authorizes the Mayor to Execute the Contract on Behalf of the City (Report by Brian Esteves) *[Item pulled for discussion.]*

RES. NO. 18-159 RESOLUTION OF THE MADERA CITY COUNCIL APPROVING A CONTRACT WITH THE COUNTY OF MADERA IN WHICH THE COUNTY WOULD PROVIDE ANIMAL CONTROL SERVICES TO THE CITY AND THE CITY WOULD PROVIDE LAW ENFORCEMENT SERVICES TO THE COUNTY AND AUTHORIZES THE MAYOR TO EXECUTE THE CONTRACT ON BEHALF OF THE CITY

CONSENT CALENDAR ITEMS PULLED FOR DISCUSSION – Vote for items B-2, B-8, B-10, and B-11 were adopted along with the remainder of the consent calendar.

B-10 Consideration of a Resolution Approving an Addition and/or Amendment to Escrow Instructions Dated August 2, 2018 Addressing the Sale and Purchase of Real Estate for Parcel 16 within the Freedom Industrial Park (Report by David Merchen)

Community Development Director David Merchen addressed Council Member Oliver's questions/comments regarding marketing properties.

B-11 Consideration of a Resolution of the Madera City Council Approving a Contract with the County of Madera in Which the County would Provide Animal Control Services to the City and the City would Provide Law Enforcement Services to the County and Authorizes the Mayor to Execute the Contract on Behalf of the City (Report by Brian Esteves)

Chief of Police Dino Lawson and other staff members addressed the questions/comments from Council Member Holley and other members of the Council regarding costs and services.

DJ Becker, residing in Madera, California and representing the Friends of the Madera Animal Shelter (FMAS), stated that FMAS can't subsidize the Community Cat Program for residents of Madera or fund spay and neuter in the City.

B-2 Warrant Disbursement Report 7/24/18-8/07/18 (Report by Tim Przybyla)

Director of Financial Services Tim Przybyla and other staff members addressed questions/comments from Council Member Foley Gallegos regarding various warrants.

B-8 Consideration of a Resolution Approving a Consultant Services Agreement with Madera Unified School District for Partial Administration of the District's Academic Year 2018-19 After School Program and Authorizing the Mayor to Execute the Agreement on Behalf of the City (Report by Mary Anne Seay)

Director of Parks and Community Services Mary Anne Seay addressed the questions/comments from Council Member Foley Gallegos and other members of the Council regarding the program.

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

C-1 Consideration of Introduction of an Ordinance Pertaining to the Formulation of a City-Wide Youth Commission (Report by Mary Anne Seay)

Parks and Community Services Director Mary Anne Seay presented the report. Katrina Ruiz with the Youth Leadership Institute (YLI) was also present to answer questions.

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

ON MOTION BY COUNCIL MEMBER OLIVER, AND SECONDED BY COUNCIL MEMBER HOLLEY, FURTHER READING WAS WAIVED, AND ITEM C-1, THE INTRODUCTION OF AN ORDINANCE, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

INTRO. ORD. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, ADDING SECTION 2-3.201 TO CHAPTER 3 OF TITLE II OF THE MADERA MUNICIPAL CODE PERTAINING TO THE CITY-WIDE MADERA YOUTH COMMISSION

C-2 Consideration of a Resolution to Adjust the Fare Structure of the Madera Area Express (MAX) Fixed-Route Regular Cash Fare from \$.75 To \$1.00 and Implementation of a Dial-A-Ride (DAR) Premium Fare Structure that would Increase All General Public Fares on DAR to \$3.00 Per Trip and Create Separate Tickets for Each Transit Service (Report by Ivette Iraheta)

Grant Administrator Ivette Iraheta presented the report. Alex Salazar, President of the City of Madera Transit Advisory Board (Board), spoke on behalf of the board.

ON MOTION BY COUNCIL MEMBER RIGBY, AND SECONDED BY COUNCIL MEMBER ROBINSON, ITEM C-2, RES. NO. 18-160, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

RES. NO. 18-160 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING TO ADJUST THE FARE STRUCTURE OF THE MADERA AREA EXPRESS (MAX) FIXED-ROUTE REGULAR CASH FARE FROM \$.75 TO \$1.00 AND IMPLEMENTATION OF A DIAL-A-RIDE (DAR) PREMIUM FARE STRUCTURE THAT WOULD INCREASE ALL GENERAL PUBLIC FARES ON DAR TO \$3.00 PER TRIP AND CREATE SEPARATE TICKETS FOR EACH TRANSIT SERVICE

C-3 Public Hearing and Consideration of a Resolution of the City Council of the City of Madera Confirming Weed Abatement Report and Ordering Cost of Abatement to be a Special Assessment on the Respective Properties (Report by Fabela Rodriguez)

Neighborhood Preservation Specialist Fabela Rodriguez presented the report. Staff direction was given to agendaize a discussion item relative to the weed abatement process.

Mayor Medellin opened the public hearing and there being no speakers, closed the public hearing.

ON MOTION BY COUNCIL MEMBER RIGBY, AND SECONDED BY MAYOR PRO TEM RODRIGUEZ, ITEM C-3, RES. NO. 18-161, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

RES. NO. 18-161 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA CONFIRMING WEED ABATEMENT REPORT AND ORDERING COST OF ABATEMENT TO BE A SPECIAL ASSESSMENT

C-4 Consideration of a Resolution Approving Amendments to the Fiscal Year 2018-2019 Capital Projects Budget Appropriating Funds to Specified Accounts for Work Related to the Acceptance of a Donation of Land for a Future Municipal Park (Report by Mary Anne Seay)

Director of Parks and Community Services Mary Anne Seay presented the report. In response to Council Member Foley Gallegos, staff will look into forming a Parks and Recreation Committee.

ON MOTION BY COUNCIL MEMBER FOLEY GALLEGOS, AND SECONDED BY COUNCIL MEMBER ROBINSON, ITEM C-4, RES. NO. 18-162, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

RES. NO. 18-162 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING AMENDMENTS TO THE FISCAL YEAR 2018-2019

**CAPITAL PROJECTS BUDGET APPROPRIATING FUNDS TO SPECIFIED
ACCOUNTS FOR WORK RELATED TO THE ACCEPTANCE OF A DONATION
OF LAND FOR A FUTURE MUNICIPAL PARK**

D. WRITTEN COMMUNICATIONS

There are no items for this section.

E. ADMINISTRATIVE REPORTS

**E-1 Consideration of Demolition of the “D” Street Water Tower and Request for Direction
(Report by Keith Helmuth)**

Jimmy Monreal, Administrative Analyst for Engineering, presented the report.

Maria Chavin, representing the Historical Society, stated they are opposed to removing the water tower but understand it may not be financially feasible.

Council direction was given to follow option 1, evaluation to remove the tower and/or to preserve as a historical landmark.

**E-2 Consideration of a Request to Designate a Voting Delegate and Alternate for the
League of California Cities Annual Conference and Direct the City Clerk to Submit
the Voting Delegate Form to the League (Report by Sonia Alvarez)**

City Clerk Sonia Alvarez presented the report.

Council consensus was reached to appoint Council Member Robinson as the primary and Council Member Rigby as the alternate.

F. COUNCIL REPORTS

Council Member Robinson reported that he attended the Quad Knopf open house.

Council Member Foley Gallegos commended front line staff out in the community for top notch customer service.

Council Member Foley Gallegos shared that she shipped her daughter off to an internship at Disney.

Council Member Rigby invited his colleagues to attend the upcoming EDC Opportunity Zone Workshop.

Council Member Rigby requested an item be agendaized to discuss water conservation, the reserve and projects they can look at including medians.

Council Member Rigby reported that he met with PG&E to discuss AB 33 and the State of California's decision to charge PG&E for portions of some of the fires that occurred last year.

Council Member Holley reported that David Boyle was pleased with staff's help with the bus stops.

Council Member Holley thanked the Planning Manager Chris Boyle for helping the tenant regarding property at Olive and I Street.

Council Member Holley reported that he attended the Big Brothers Big Sisters Soccer Clinic on Saturday.

Council Member Rodriguez thanked the Director of Parks and Community Services for responding to citizen concerns regarding trees.

Council Member Rodriguez thanked the City Engineer Keith Helmuth for answering his question ahead of time.

Council Member Rodriguez thanked audience members in attendance for being here.

Council Member Oliver thanked everyone involved in making National Night Out a great success.

Council Member Oliver thanked Madera Sunrise Rotary President Dan Riley and Andy's Sports and Design for donating over \$500 and embroidery for backpacks for children residing at the Housing Authority facility.

Council Member Oliver thanked Lou Donaldson, Christina Herrera and the whole Revitalization team for a terrific job at National Night Out.

Council Member Oliver thanked staff for a job well done in responding to a citizen concern regarding fire hazards along the Fresno River.

Mayor Medellin praised the City's open door policy and availability to constituents.

Mayor Medellin recognized employee Kendra Nevarez, Parking Enforcement Officer, present at the meeting.

Mayor Medellin spoke regarding the great things happening in Madera including National Night Out.

In response to Council Member Holley, Mayor Medellin stated that National Night Out will continue even after the dissolution of the RDA (Redevelopment Agency).

Mayor Medellin shared that through MCTC (Madera County Transportation Commission) they now have the money procured to put a third lane in on Highway 99. He will also be traveling to Washington, D.C. to ask for additional monies.

G. CLOSED SESSION

G-1 Closed Session Announcement – City Attorney

The Council adjourned to closed session at 8:39 p.m. to discuss item G-2 through G-4 as listed on the agenda. The City Attorney advised that item G-2 shows two cases in error; it should only be one case.

G-2 Conference with Legal Counsel - Anticipated Litigation. Significant exposure to litigation pursuant to Government Code §54956.9(d)(2): 2 cases *[Only one case.]*

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

Agency Designated Representatives: Steve Frazier, Wendy Silva, Ron Manfredi

Unrepresented Positions:

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

G-4 Conference with Legal Counsel – Pending Litigation pursuant to Government Code §54956.9(d)(1): Charles Chick ADJ11253477 (1 case)

G-5 Closed Session Report – City Attorney

The Council returned from closed session at 11:15 p.m. with all members present. Council Member Holley left at 10:46 p.m. prior to the conclusion of closed session.

There was no reportable action for items G-2, G-3 and G-4.

ADJOURNMENT - The meeting was adjourned at 11:17 p.m. Next regular meeting September 5, 2018

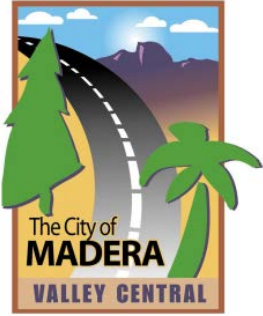
CONSISTENCY WITH THE VISION MADERA 2025 PLAN

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

SONIA ALVAREZ, City Clerk

ANDREW J. MEDELLIN, Mayor

Return to Agenda



Item:	B-1
Minutes for:	08/18/18
Adopted:	09/05/18

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

**Saturday, August 18, 2018
8:30 a.m.**

**Council Chambers
City Hall**

CALL TO ORDER – The meeting was called to order at 8:33 a.m.

ROLL CALL:

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

Others present were City Attorney Brent Richardson, City Clerk Sonia Alvarez, and Director of Human Resources Wendy Silva.

INVOCATION: Council Member Holley

PLEDGE OF ALLEGIANCE: Mayor Medellin 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.

1. Closed Session

a) Closed Session Announcement – City Attorney

The Council adjourned to closed session at 8:34 a.m. to discuss item 1b as listed on the agenda. Lunch recess 12:00 p.m. – 1:00 p.m.

b) PUBLIC EMPLOYEE APPOINTMENT – Pursuant to Government Code Section 54957(b)(1)

Title: City Manager

c) Closed Session Report – City Attorney

The Council returned from closed session at 4:57 p.m. with all members present.

There was no reportable action for item 1b.

2. Council Reports

There were no Council Reports.

ADJOURNMENT - The meeting was adjourned at 4:58 p.m. Next regular meeting September 5, 2018.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

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

SONIA ALVAREZ, City Clerk

ANDREW J. MEDELLIN, Mayor

City of Madera

Council Meeting Of September 05, 2018
Agenda Item No. B-2

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

From: Office of the Director of Finance

Subject: Listing of Warrants Issued

Date: 09/05/2018

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

August 8th, 2018 to August 28th, 2018

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

General Warrant:	18810 - 19098	\$	2,144,134.74
Wire Transfer	Union Bank Payroll and Taxes	\$	614,232.18
Wire Transfer	SDI	\$	2,216.79
Wire Transfer	Cal Pers	\$	125,096.61

Respectfully submitted,



Tim Przybyla
Financial Services Director

CITY OF MADERA
REGISTER OF AUDITED DEMANDS FOR BANK #1-UNION BANK GENERAL ACCOUNT
September 5th, 2018

CHECK	PAY DATE	ISSUED TO	DESCRIPTION	AMOUNT
18810	08/10/2018	JASON PRAYTER	Replumb sewer line to new city connection at street	4,800.00
18811	08/10/2018	ADMINISTRATIVE SOLUTIONS INC.	MEDICAL & CHILD CARE EXPENSE ACCT 08/10/18 PAYROLL	41,306.71
18812	08/10/2018	AEGIS GROUNDWATER CONSULTING	WATER WELL CONSULTING	960.00
18813	08/10/2018	MILTON RAY POORE	RODENT CONTROL SVS AT PARKS	2,350.00
18814	08/10/2018	AMERICAN MOBILE SHREDDING	SHREDDING SERVICES	280.00
18815	08/10/2018	ANDY'S SPORTS AND DESIGN	GLO STICK - MADERAS NATIONAL NIGHT OUT	4,939.76
18816	08/10/2018	CRAIG, ELAINE	REFUND ALARM PERMIT #6021 FEE	50.00
18817	08/10/2018	AT&T	07/18 CALNET 3 SVS	1,183.88
18818	08/10/2018	BANK OF THE WEST	LATE CHARGE FOR THE MONTH OF NOV 2017	9,149.13
18819	08/10/2018	GVP VENTURES INC.	Executive Recruitment for City Manager	5,864.54
18820	08/10/2018	BSK ASSOCIATES	WATER SAMPLES	912.00
18821	08/10/2018	CA DEPARTMENT OF CHILD SUPPORT	CHILD SUPPORT DEDUCTIONS FOR 08/10/18 PAYROLL	2,365.80
18822	08/10/2018	CAL VALLEY PRINT	PD VEHICLE DECALS	38.97
18823	08/10/2018	DIVISION OF AERONAUTICS	SHARED MAINTENANCE 7/10/18	116.16
18824	08/10/2018	CEDAR VETERINARY HOSPITAL, INC	VETERINARY SVS 05/11/18	159.97
18825	08/10/2018	CENTER FOR EDUCATION & EMPLOYMENT LAW	ONE YEAR SUBSCRIPTION	254.95
18826	08/10/2018	CITY OF MADERA	TOILETS REBATE APPLY TO ACCT 9923629	169.98
18827	08/10/2018	COLONIAL LIFE & ACCIDENT INSURANCE CO	#E700482-3 FOR 08/08/2018 PAYROLL	994.79
18828	08/10/2018	COMCAST	07/14- 08/13 SVS 8155500320092096	128.68
18829	08/10/2018	COMMUNITY MEDICAL CENTER	JUN 2018 LEGAL BLOOD DRAW	175.00
18830	08/10/2018	CREATIVE COPY	NOTICE OF CORRECTION CITATIONS	954.24
18831	08/10/2018	CROXEN ADVERTISING	KIDS CAMP SHIRTS	1,566.00
18832	08/10/2018	CUMMINS PACIFIC LLC	WWTP BACK UP POWER EMERG GEN SVS	1,920.86
18833	08/10/2018	CWEA	ERIC BROOKS-COLL SYSTEMS MAINT GRADE 1 CERT	87.00
18834	08/10/2018	DATAPROSE, LLC	ENVELOPES W/RETURN ADDRESSES-PLNG DEPT	586.72
18835	08/10/2018	DEPARTMENT OF MOTOR VEHICLES	REPLACEMENT LICENSE PLATES-FIRE ENGINE VIN #80905	21.00
18836	08/10/2018	DIAMOND COMMUNICATIONS	PAN AM ALARM MONITORING JUL 2018	813.07
18837	08/10/2018	ECN POLYGRAPH AND INVESTIGATIONS	POLYGRAPH FOR PD RECRUITMENTS - JUL 2018	1,200.00
18838	08/10/2018	EWING IRRIGATION PRODUCTS	IRRIGATION CONTROLLER	321.69
18839	08/10/2018	IDENTITY AUTOMATION, LP	POLICE 2FA LICENSE	1,163.78
18840	08/10/2018	JAM SERVICES INC	TRAFFIC SIGNAL PARTS	1,650.81
18841	08/10/2018	JORGENSEN COMPANY	FIRE EXT SERVICE	781.27
18842	08/10/2018	LEE, KENG	PER DIEM - HACH WASTEWATER COURSES	144.00
18843	08/10/2018	LINCOLN AQUATICS INC.	CHLORINE FOR POOL	1,295.43
18844	08/10/2018	LOTUS COMMUNICATIONS	OIL & FILTER RECYCLING RADIO ANNOUNCEMENT	933.00
18845	08/10/2018	LYNN PEAVEY COMPANY	EVIDENCE SUPPLIES	157.50
18846	08/10/2018	MADERA ANIMAL HOSPITAL	VETERINARY SVS	419.15
18847	08/10/2018	MADERA CLEANERS AND LAUNDRY INC.	MAT RENTAL	32.30
18848	08/10/2018	MADERA COUNTY TREASURER	JUNE 2018 PARKING PENALTIES	126.00
18849	08/10/2018	MADERA TRIBUNE	PUBLISH ORD. 952 C.S.	1,469.47
18850	08/10/2018	MADERA UNIFIED SCHOOL DISTRICT	JULY 2018 - CNG FUEL USAGE	1,871.57
18851	08/10/2018	MADERA UNIFORM & ACCESSORIES	MOTOR BOOT LUG SOLE FOR J VELASQUEZ	514.19
18852	08/10/2018	MOLINA, HUMBERTO	PER DIEM - ADVANCED MNGMNT & SUPERVISOR LDRSHP PRG	206.50
18853	08/10/2018	N.P.C.-ORCHARD TRUST COMPANY	PLAN #340227-02 FOR 08/10/2018 PAYROLL	12,580.01
18854	08/10/2018	ONTRAC	OVERNIGHT MAIL SVS	15.04
18855	08/10/2018	CASTILLO, CARLOS	TURF REPLACEMENT REBATE (18-04)	3,000.00
18856	08/10/2018	CORDERO, DION & STACY	TURF REPLACEMENT REBATE (17-57)	2,177.50
18857	08/10/2018	OVERHEAD DOOR CO. OF FRESNO, LLP	ROLLUP DOOR REPAIRS	1,445.04
18858	08/10/2018	PACIFIC GAS & ELECTRIC	07/18 SVS 8126770647-1	606.72
18859	08/10/2018	ARMIENTO, CHRISTINA	PARK DEPOSIT REFUND - LTC	50.00
18860	08/10/2018	CASTILLO, GRACIE	PARK DEPOSIT REFUND - ROTARY	50.00
18861	08/10/2018	CHRISTOPHERSON, JESSENIA	PARK DEPOSIT REFUND - POOL	100.00
18862	08/10/2018	CONTRERAS, CECILIA	PARK DEPOSIT REFUND - POOL	100.00
18863	08/10/2018	COVARRUBIAS, DIANE	PARK DEPOSIT REFUND - POOL	100.00
18864	08/10/2018	DE SUTTER, TORI	PARK DEPOSIT REFUND - LTC	50.00
18865	08/10/2018	FOSTER, ESTELA	PARK DEPOSIT REFUND - ROTARY	50.00
18866	08/10/2018	GALLARDO-BARRIENTOS, FILGAR	PARK DEPOSIT REFUND - PAN AM PARK	50.00
18867	08/10/2018	GARIBAY, CARLOS	PARK DEPOSIT REFUND - LTC	50.00
18868	08/10/2018	GONZALEZ, SOCORRO	REFUND SWIM LESSON REGISTRATION - CANCELLED	212.50
18869	08/10/2018	HALL, SERENA	PARK DEPOSIT REFUND - POOL	100.00
18870	08/10/2018	MEDINA, BEN	PARK DEPOSIT REFUND - POOL	100.00
18871	08/10/2018	MONGE, JASMINE	PARK DEPOSIT REFUND - YOUTH HUT	50.00
18872	08/10/2018	NEW HARVEST CHRISTIAN FELLOWSHIP	PARK DEPOSIT REFUND - POOL	100.00
18873	08/10/2018	PEREZ, ELISA	PARK DEPOSIT REFUND - LTC PAVILLION	50.00
18874	08/10/2018	REYES, PAULINO	PARK DEPOSIT REFUND - POOL	100.00
18875	08/10/2018	SALGADO, ROXANE	PARK DEPOSIT REFUND - LTC	50.00
18876	08/10/2018	SOTO, NICOLE	PARK DEPOSIT REFUND - LTC	50.00
18877	08/10/2018	TURNER, DIANA	PARK DEPOSIT REFUND - ROTARY	50.00
18878	08/10/2018	VALENCIA, ANSELMO	PARK DEPOSIT REFUND - POOL	100.00
18879	08/10/2018	PHOENIX GROUP INFO SYS	CITATIONS FOR JUNE 2018	233.60
18880	08/10/2018	POLYDYNE INC.	WATER AND WASTEWATER TREATING	5,328.07
18881	08/10/2018	PRAXAIR DISTRIBUTION, INC.	CYLINDER DEMURRAGE 4/20/18-5/20/18	1,003.80

18882	08/10/2018	RON'S TOWING & ROAD SERVICE	TOW SVS 5/25/18	400.00
18883	08/10/2018	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICES AUG 2018	15,013.86
18884	08/10/2018	SPARKLETTES	LAB & DRINKING WATER	291.13
18885	08/10/2018	STANTEC ARCHITECTURE INC.	PROFESSIONAL ARCHITECTURAL & ENGINEERING SVS	7,063.93
18886	08/10/2018	STATE OF CALIFORNIA	FRANCHISE TAX DEDUCTIONS FOR 08/10/18 PAYROLL	1,275.28
18887	08/10/2018	STATE WATER RESOURCES CONTROL BOARD	ERIC BROOKS-TREATMENT 2 OPERATOR CERT RENEWAL	60.00
18888	08/10/2018	TERRAFORM POWER, LLC.	ELECTRIC UTILITY JULY 2018	25,177.68
18889	08/10/2018	SYMBOL ARTS	BADGES	595.00
18890	08/10/2018	TESEI PETROLEUM INC.	FUEL	21,338.31
18891	08/10/2018	TESEI PETROLEUM, INC.	FUEL 6/21/18 - 6/30/18	14,353.72
18892	08/10/2018	THYSSENKRUPP ELEVATOR CORPORATION	YOUTH CENTER ELEVATOR SERVICE	258.96
18893	08/10/2018	TRANSUNION RISK & ALTERNATIVE DATA SOL.	DATABASE ACCESS JULY 2018	111.00
18894	08/10/2018	UNITED RENTALS, INC	Misc Equipment rental- Sweeper	10,900.78
18895	08/10/2018	VANTAGEPOINT TRANSFER AGENTS-457	PLAN #302351 CONTRIBS FOR 08/10/18 PAYROLL	24,033.77
18896	08/10/2018	VERIZON WIRELESS	PD AIR CARDS JUN 11 - JUL 10	228.06
18897	08/10/2018	VILLA GARDENING SERVICE INC	JULY 2018 ACCORNERO PARK LAWN SVS	275.00
18898	08/10/2018	WEST COAST RUBBER RECYCLING	Tire hauling for TA4 Amnesty Grant	2,500.00
18899	08/10/2018	HARRY D. WILSON INC.	HELMET FOR OFFICER BURNS	576.95
18900	08/17/2018	ACRO SERVICE CORPORATION	TEMPORARY CONSTRUCTION MANAGER-WILLIAM R BELL	3,890.00
18901	08/17/2018	ADMINISTRATIVE SOLUTIONS INC.	MONTHLY ADMIN FEE AUGUST 2018	4,622.50
18902	08/17/2018	AKEL ENGINEERING GROUP, INC.	PROFESSIONAL ENGINEERING SERVICE	3,072.92
18903	08/17/2018	AMERICAN BUSINESS MACHINES	COPIER SERVICE 08/18 - ENGINEERING DEPT	90.00
18904	08/17/2018	AMERICAN MOBILE SHREDDING	SHREDDING SERVICES	280.00
18905	08/17/2018	AMERITAS LIFE INSURANCE CORP.	SEPTEMBER 2018 DENTAL INSURANCE	15,222.44
18906	08/17/2018	ANTHEM BLUE CROSS	CITY PAID RETIREE MEDICAL BILL SEPTEMBER 2018	1,730.64
18907	08/17/2018	ANTHEM BLUE CROSS	CITY PAID RETIREE PRESC BILL SEP - OCT 2018 SKEELS	169.80
18908	08/17/2018	ARAMARK UNIFORM SERVICES	07/18 UNIFORM INVOICES	5,349.64
18909	08/17/2018	AT&T	07/18 CALNET 3 SVS 9391026414	582.90
18910	08/17/2018	BIANCHI, BRANDON	REIMBURSEMENT FOR RIPPED PANTS	59.38
18911	08/17/2018	AIR PRO HEATING & COOLING	CANCEL PERMIT #20181535 - 114 CLINTON ST REFUND	58.59
18912	08/17/2018	BONANDER, DONALD EMORY & DELISE, WENDY	DOWNTOWN INCENTIVE DISCOUNT	201.68
18913	08/17/2018	ROMEO'S FURNITURE	CANCEL PERMIT FOR SITE PLAN REVIEW	237.50
18914	08/17/2018	CALIFORNIA DEPARTMENT OF JUSTICE	DOJ FINGERPRINT APPS	32.00
18915	08/17/2018	CANON FINANCIAL SERVICES	METER USAGE APR 2018 & CONTRACT SVS MAY 2018	4,315.09
18916	08/17/2018	CITY OF MADERA	TOILETS REBATE APPLY TO ACCT 9906333	100.00
18917	08/17/2018	CITY OF MADERA	MULCH & DELIVERY REBATE APPLY TO ACCT 9905501	148.20
18918	08/17/2018	CITY OF MADERA	SMART IRR CNTRL (2) REBATE APPLY TO ACCT 9915880	400.00
18919	08/17/2018	CITY OF MADERA	TOILETS REBATE APPLY TO ACCT 9891548	400.00
18920	08/17/2018	COLGAN CONSULTING CORPORATION	Professional Services Related-Impact Fee Study July 2018	900.00
18921	08/17/2018	CONCENTRA MEDICAL CENTERS	RANDOM EMPLOYEE TESTINGS	237.00
18922	08/17/2018	COOK'S COMMUNICATIONS	DISPATCH ASF SVS	305.00
18923	08/17/2018	CORELOGIC INFORMATION SOLUTIONS INC	METRO SCAN JULY 2018	150.00
18924	08/17/2018	CREATIVE COPY	ENVELOPES FOR PD	238.15
18925	08/17/2018	CROWN SERVICES CO.	PORTABLE RESTROOM RENTAL	230.00
18927	08/17/2018	CUMMINS PACIFIC LLC	#272 ECM replacement parts	8,135.11
18928	08/17/2018	DOWNTOWN FORD SALES	Ford F250 regular cab pickup - Service	25,577.55
18929	08/17/2018	EMMETT'S EXCAVATION, INC.	WATER MAIN INSTALLATIONS VARIOUS PMT #4 JUNE 2018	108,037.52
18930	08/17/2018	FIRE SAFETY SOLUTIONS, LLC	FIRE PROTECTION ENG SVS 08/01/18-08/15/18	9,487.50
18931	08/17/2018	GALLEGOS, PETER	PER DIEM - ADVANCE MNGMNT/SPRVSR LDRSHPRGM	206.50
18932	08/17/2018	HALE, DAVID P	PROFESSIONAL SERVICES 7/16/18 - 7/30/18	1,340.00
18933	08/17/2018	HERC RENTALS	Misc. Equipment rental	1,586.95
18934	08/17/2018	LANGUAGE LINE SERVICES, INC.	OVER THE PHONE INTERPRETATION SVS	35.00
18935	08/17/2018	LAW & ASSOCIATES	EMPLOYMENT BACKGROUND - REESE	700.00
18936	08/17/2018	LEHR AUTO ELECTRIC	CF-33 DOCK	1,541.38
18937	08/17/2018	LOTUS COMMUNICATIONS	OIL & FILTER RECYCLING BROADCAST 7/1-7/7/18	2,067.00
18938	08/17/2018	LUTHEY, JOHN	PER DIEM - ADVANCE MNGMNT/SPRVSR LDRSHPRGM	206.50
18939	08/17/2018	LYNN PEAVEY COMPANY	EVIDENCE SUPPLIES	139.56
18940	08/17/2018	MACHADO, ALEX	PER DIEM - HACH WASTEWATER COURSES	144.00
18941	08/17/2018	MADERA ANIMAL HOSPITAL	VETERINARY SERVICES	186.15
18942	08/17/2018	MADERA COUNTY SHERIFF DEPT.	SVS WRIT OF POSSESSION MARK HANSEN #MCV077238	145.00
18943	08/17/2018	MADERA COUNTY SHERIFF DEPT.	SVS WRIT OF POSSESSION WHITEBIRD RANCH #MCV077240	145.00
18944	08/17/2018	MADERA COUNTY SHERIFF DEPT.	SVS WRIT OF POSSESSION A01 MANTEQ ELECT #MCV077239	145.00
18945	08/17/2018	MADERA DOWNTOWN ASSOC.	FY 17/18 4TH QTR ASSESSMENTS PAYABLE	4,345.57
18946	08/17/2018	MADERA TRIBUNE	AUG PC NOTICE AD #00011928 7/21/18	737.75
18947	08/17/2018	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL SERVICE JUNE 2018	315,139.19
18948	08/17/2018	MOTOROLA SOLUTIONS INC.	2 radios	10,932.37
18949	08/17/2018	HERNANDEZ, BAILEY FAGAN	CANCELLED SWIM LESSONS - 1003323.001	77.50
18950	08/17/2018	PECK'S PRINTERY	12" WIRES FOR GAS TAGS	35.72
18951	08/17/2018	PIERCE CONSTRUCTION	Remove and Replace damaged Asphalt	5,273.15
18952	08/17/2018	PROFORCE	.223 Ammunition	9,760.36
18953	08/17/2018	RRM DESIGN GROUP, A CALIFORNIA CORPORATION	PROFESSIONAL ENGINEERING DESIG	25,120.21
18954	08/17/2018	STANTEC CONSULTING SERVICES INC.	CONSULTING SERVICES	16,214.80
18955	08/17/2018	TESEI PETROLEUM INC.	FUEL 07/21/18 - 07/31/18	14,954.35
18956	08/17/2018	THE ARC FRESNO	CITY CAN ORDERS JULY 2018	2,874.14
18957	08/17/2018	AHMAD TANVER	Utility Billing Deposit Refund	18.64
18958	08/17/2018	ATENCIO AUSTIN AND ANAIDA	Utility Billing Deposit Refund	138.67

18959	08/17/2018	AVILA CATALINA	Utility Billing Credit Refund	124.23
18960	08/17/2018	BARRANCO GABRIELA	Utility Billing Credit Refund	208.73
18961	08/17/2018	BATES ANN	Utility Billing Deposit Refund	143.35
18962	08/17/2018	BERRA LAURA	Utility Billing Deposit Refund	69.14
18963	08/17/2018	BETTINI TIPHANIE	Utility Billing Credit Refund	55.24
18964	08/17/2018	CANDIA ANNA M AND NORRIS LANE	Utility Billing Credit Refund	48.78
18965	08/17/2018	CANNON GARY T	Utility Billing Credit Refund	114.03
18966	08/17/2018	CHAVEZ JUAN MANUEL OR CITY OF MADERA	Utility Billing Credit Refund	152.58
18967	08/17/2018	CITY OF MADERA OR QUINTERO LORENA	Utility Billing Credit Refund	152.74
18968	08/17/2018	CITY OF MADERA ORSANCHEZ LILIA IRENE	Utility Billing Credit Refund	126.79
18969	08/17/2018	CORONA LISA	Utility Billing Deposit Refund	101.72
18970	08/17/2018	DAZA FAVIOLA OR CITY OF MADERA	Utility Billing Credit Refund	194.68
18971	08/17/2018	DKM CONSULTING AND INVESTMENTS INC C/O WALLACE CHA	Utility Billing Deposit Refund	204.03
18972	08/17/2018	ESCHIEK FARIS	Utility Billing Credit Refund	117.03
18973	08/17/2018	FRANCO SERGIO	Utility Billing Credit Refund	222.39
18974	08/17/2018	GARCIA GREGORIO PABLO	Utility Billing Credit Refund	113.36
18975	08/17/2018	HERNANDEZ MARIA MARCELA	Utility Billing Credit Refund	350.78
18976	08/17/2018	HERNANDEZ SEBASTIAN ANTONIO	Utility Billing Credit Refund	234.15
18977	08/17/2018	HERNANDEZ-RODRIGUEZ CRISOFORO	Utility Billing Credit Refund	17.68
18978	08/17/2018	JACKSON STEVEN	Utility Billing Credit Refund	95.52
18979	08/17/2018	JAMES DEWEY	Utility Billing Credit Refund	252.20
18980	08/17/2018	JORDEN SANDRA LEE	Utility Billing Credit Refund	210.69
18981	08/17/2018	JUAREZ PEDRO LUIS OR CITY OF MADERA	Utility Billing Credit Refund	152.27
18982	08/17/2018	KLAIR JASPAL	Utility Billing Deposit Refund	87.57
18983	08/17/2018	KONDAMURI CHANDRA SEKHAR	Utility Billing Credit Refund	174.67
18984	08/17/2018	LARA AGUSTIN OR CITY OF MADERA	Utility Billing Credit Refund	37.12
18985	08/17/2018	LOPEZ JUANA	Utility Billing Credit Refund	122.64
18986	08/17/2018	MACIEL JUAN	Utility Billing Credit Refund	12.50
18987	08/17/2018	MENDOZA LIRMA	Utility Billing Credit Refund	311.84
18988	08/17/2018	MENDOZA SALVADOR M AND NORMA	Utility Billing Deposit Refund	213.47
18989	08/17/2018	MIDEIROS JULIA OR CITY OF MADERA	Utility Billing Credit Refund	153.52
18990	08/17/2018	MONZON REGINA	Utility Billing Deposit Refund	3.04
18991	08/17/2018	MONZON REGINA	Utility Billing Deposit Refund	76.19
18992	08/17/2018	MORALES PALEMON CORTES	Utility Billing Deposit Refund	139.18
18993	08/17/2018	ORIOLE HOMES IN	Utility Billing Credit Refund	179.72
18994	08/17/2018	ORTIZ FLORENTINA G	Utility Billing Credit Refund	80.95
18995	08/17/2018	RAJA & AMAL TANAS C/O NEWTON PROPERTY MGMT INC	Utility Billing Deposit Refund	3.31
18996	08/17/2018	RODRIGUEZ JOSE AND MARY	Utility Billing Credit Refund	111.00
18997	08/17/2018	SANDHU MUKHTAR	Utility Billing Credit Refund	90.87
18998	08/17/2018	SHORES STEPHANIE	Utility Billing Credit Refund	137.40
18999	08/17/2018	SMITH PATRICK DOUGLAS SMITH ARACELY PELAYO	Utility Billing Credit Refund	75.85
19000	08/17/2018	STRATEGIC REI C/O KASSANDRA COONEY	Utility Billing Credit Refund	121.03
19001	08/17/2018	TUCK N ROLLERS C/O JACQUES SAMUEL	Utility Billing Deposit Refund	7.56
19002	08/17/2018	VARGAS JOSE AND RAMIREZ VERONICA	Utility Billing Credit Refund	354.86
19003	08/17/2018	VILLA ROSA OR CITY OF MADERA	Utility Billing Credit Refund	150.91
19004	08/17/2018	WARNER KEVIN	Utility Billing Credit Refund	124.76
19005	08/17/2018	ZARAGOZA JOHN C	Utility Billing Credit Refund	161.84
19006	08/17/2018	VERIZON WIRELESS	CITY CELL PHONE CHARGES JUN 11 - JUL 10	5,794.05
19007	08/17/2018	ZEE MEDICAL SERVICE CO.	FIRST AID SUPPLIES	54.67
19008	08/24/2018	ACRO SERVICE CORPORATION	TEMPORARY CONST MANAGER-WILLIAM R BELL 7/1/18	9,786.00
19009	08/24/2018	ADMINISTRATIVE SOLUTIONS INC.	ADMIN FEES FOR AUGUST 2018	183.00
19010	08/24/2018	ADMINISTRATIVE SOLUTIONS INC.	MEDICAL & CHILD CARE EXPENSE ACCT 08/24/18 PAYROLL	1,274.21
19011	08/24/2018	AM CONSERVATION GROUP, INC.	OUTREACH GIVEAWAYS - HOSE NOZZLES 7 SPRAY	2,221.29
19012	08/24/2018	AMERICAN REFUSE, INC.	FINANCE CHARGES FOR MAY & JUNE 2018 INVOICES	196.06
19013	08/24/2018	ARROW ELECTRIC MOTOR INC	REPLACE BEARINGS/MOTOR REPAIR	2,227.98
19014	08/24/2018	AT&T	07/18 SVS 8310006408576	5,757.08
19015	08/24/2018	AT&T	07/18 CALNET 3 SVS 9391031564	1,448.11
19016	08/24/2018	AT&T	07/18 CALNET 3 SVS 9391031579	1,285.59
19017	08/24/2018	JOHN ROBERTO	SCUBA DIVER REPLACED POOL COVERS	200.00
19018	08/24/2018	JAQUE AND COMPANY INC	INCENTIVE PROGRAM DISCOUNT FOR PRMT #SPR 2018-29	712.50
19019	08/24/2018	BSK ASSOCIATES	WATER SAMPLES	456.00
19020	08/24/2018	CA DEPARTMENT OF CHILD SUPPORT	CHILD SUPPORT DEDUCTIONS FOR 08/24/18 PAYROLL	2,319.65
19021	08/24/2018	CABLE LINKS CONSTRUCTION GROUP, INC.	Sunrise Rotary Sports Complex-PK13-2018 JUL-AUG 18	53,971.40
19022	08/24/2018	CENTRAL VALLEY VETERINARY CLINIC	VETENARY SVS 7/18/18 & 7/19/18	303.00
19023	08/24/2018	CHIARAMONTE, GIACHINO	PER DIEM - CHIEFS EXECUTIVE WORKSHOP	192.00
19024	08/24/2018	CITY OF MADERA	FAUCET LOCKS (2) REBATE APPLY TO ACCT 9902648	40.00
19025	08/24/2018	CITY OF MADERA	08/18 UTILITIES ACCT# 003040421-6	75.35
19026	08/24/2018	CITY OF MADERA	08/18 UTILITIES ACCT# 003040431-8	76.30
19027	08/24/2018	CITY OF MADERA	TOILET REBATE APPLY TO ACCT 5812061	100.00
19028	08/24/2018	CITY OF MADERA	TOILET REBATE APPLY TO ACCT 9922121	100.00
19029	08/24/2018	CITY OF MADERA	TOILETS/INSTALLATION REBATE APPLY TO ACCT 6245002	185.00
19030	08/24/2018	CITY OF MADERA	08/18 UTILITIES ACCT# 003040441-0	188.71
19031	08/24/2018	CITY OF MADERA	DISHWASHER REBATE APPLY TO ACCT 9913202	200.00
19032	08/24/2018	COLONIAL LIFE & ACCIDENT INSURANCE CO	#E700482-3 FOR 0/84/2018 PAYROLL	925.59
19033	08/24/2018	COMCAST	CITY INTERNET CONNECTION 08/015/18 - 09/14/18	1,372.25
19034	08/24/2018	CORELOGIC INFORMATION SOLUTIONS INC	REALQUEST 07/18	175.00

19035	08/24/2018	CSJVRMA	CSJVRMA 1ST QTR DEPOSIT FY 18/19	858,246.00
19036	08/24/2018	CUSHMAN CONTRACTING CORPORATION	WWTP REHAB PROJECT 18-02 PMT 1 JUL-AUG 2018	250,705.00
19037	08/24/2018	EPPLER TOWING	TOW AWAY BURNED RV FROM 1692 CARDWELL ST	1,250.00
19038	08/24/2018	FOSS, DAN	PER DIEM CHIEFS EXECUTIVE WORKSHOP	192.00
19039	08/24/2018	FRESNO BEE, THE	CONSTRUCTION INSPECTOR II AD FOR APR 2018	702.45
19040	08/24/2018	GUARDIAN WESTERN SWEEPING INC.	JULY 2018 STREET SWEEPING SVS - DOWNTOWN	569.00
19041	08/24/2018	KERTEL COMMUNICATIONS, INC.	INTERMODAL OPERATING	155.00
19042	08/24/2018	KRAZAN & ASSOCIATES, INC.	LAB SVS FOR WELL 27 PIPELINE OUTFALL PMT #2 05/18	991.50
19043	08/24/2018	LAWSON, DINO	PER DIEM CHIEFS EXECUTIVE WORKSHOP	192.00
19044	08/24/2018	LIEBERT CASSIDY WHITMORE	LEGAL FEES FOR JULY 2018	1,610.00
19045	08/24/2018	M A C E A	AUGUST 2018 MONTHLY DUES	1,990.00
19046	08/24/2018	M P O A	AUGUST 2018 MONTHLY DUES	7,510.48
19047	08/24/2018	M.C.E.A.	AUGUST 2018 MONTHLY DUES	365.00
19048	08/24/2018	MADERA CLEANERS AND LAUNDRY INC.	YOUTH CENTER MAT SERVICE	32.30
19049	08/24/2018	MARIN, RICHARD	REIMB FOR GRADE 1 CERTIFICATION	125.00
19050	08/24/2018	MID-MGMT EMPLOYEE GROUP	AUGUST 2018 MONTHLY DUES	700.00
19051	08/24/2018	MUNOZ, ANTHONY	REIMBURSE FOR GRADE 1 CERT & WWTP COURSE PCKG	241.55
19052	08/24/2018	N.P.C.-ORCHARD TRUST COMPANY	PLAN #340227-02 FOR 08/24/2018 PAYROLL	2,296.72
19053	08/24/2018	N.P.C.-ORCHARD TRUST COMPANY	PLAN #340227-01 FOR 08/24/2018 PAYROLL	9,307.16
19054	08/24/2018	PACIFIC GAS & ELECTRIC	07/18 SVS 5225647713-5	316.44
19055	08/24/2018	ACOSTA, MARIA	PARK DEPOSIT REFUND - LTC	50.00
19056	08/24/2018	CHAHAL, TAJINDER	PARK DEPOSIT REFUND - POOL	100.00
19057	08/24/2018	CONTRERAS, ERIKA	PARK DEPOSIT REFUND - ROTARY	50.00
19058	08/24/2018	GARCIA, GABRIEL CARMONA	PARK DEPOSIT REFUND - PAN AM SHELTER	50.00
19059	08/24/2018	JOAQUIN, SALVADOR	PARK DEPOSIT REFUND - POOL	100.00
19060	08/24/2018	NUNEZ, RACEL	CANCELLED CLASS RCPT #1003296.001	157.50
19061	08/24/2018	PLUNKETT, ALICIA	PARK DEPOSIT REFUND - LTC	50.00
19062	08/24/2018	RAMIREZ, GRACE	PARK DEPOSIT REFUND - LTC PAVILION	50.00
19063	08/24/2018	SANDOVAL, ALICIA	PARK DEPOSIT REFUND - LTC	50.00
19064	08/24/2018	SIMMONS, THOMAS	PARK DEPOSIT REFUND - POOL	100.00
19065	08/24/2018	TRINIDAD-DIAZ, NORMA	PARK DEPOSIT REFUND - ROTARY	50.00
19066	08/24/2018	UNITED DOMESTIC WORKERS OF AMERICA	PARK DEPOSIT REFUND - ROTARY	50.00
19067	08/24/2018	PIERCE CONSTRUCTION	Remove and Replace damaged Asphalt	9,688.88
19068	08/24/2018	REGENCE BLUECROSS BLUESHIELD OF UTAH	CITY PD RETIREE PRESCRIPTION BILL-CHUMLEY SEP 2018	148.50
19069	08/24/2018	REGENCE BLUECROSS BLUESHIELD OF UTAH	CITY PD RETIREE MEDICAL BILL - CHUMLEY SEP 2018	198.00
19070	08/24/2018	RRM DESIGN GROUP, A CALIFORNIA CORPORATION	PROFESSIONAL ENGINEERING FIRE STATIONS #8 DESIGN	4,409.31
19071	08/24/2018	SALINAS, NICHOLAS	PER DIEM - CACEO M2 ACADEMY COURSE	320.00
19072	08/24/2018	STATE OF CALIFORNIA	FRANCHISE TAX DEDUCTIONS FOR 08/24/18 PAYROLL	979.05
19073	08/24/2018	STATE WATER RESOURCES CONTROL BOARD	T2 OPERATOR EXAM FEE FOR JOEY TYLER	65.00
19074	08/24/2018	SUPERIOR VISION INC.	SEPTEMBER 2018 VISION INSURANCE	2,507.37
19075	08/24/2018	TAG/AMS, INC.	SEWER MAINTENANCE RANDOM TESTING	126.00
19076	08/24/2018	TAMARACK PEST CONTROL	AUGUST 2018 PEST CONTROL SVS	510.00
19077	08/24/2018	TOTER INC.	PARTS FOR TOTERS	6,143.07
19078	08/24/2018	AFB FUTURE INVESTMENTS	Utility Billing Credit Refund	130.09
19079	08/24/2018	ATABBI ALI	Utility Billing Credit Refund	19.68
19080	08/24/2018	BAKER KELLY	Utility Billing Credit Refund	77.97
19081	08/24/2018	BARRERA MARICELA OR CITY OF MADERA	Utility Billing Credit Refund	48.85
19082	08/24/2018	DESANTIS PAT	Utility Billing Credit Refund	185.51
19083	08/24/2018	DI CHRISTINA KIMBERLY	Utility Billing Deposit Refund	31.00
19084	08/24/2018	GONZALEZ DULCE M	Utility Billing Credit Refund	44.42
19085	08/24/2018	KIMURA ROBERT	Utility Billing Credit Refund	194.70
19086	08/24/2018	LOPEZ JOSEPHINE OR CITY OF MADERA	Utility Billing Credit Refund	227.99
19087	08/24/2018	MALAMPHY KELLIE S	Utility Billing Credit Refund	100.34
19088	08/24/2018	MARTINELLI PROPERTIES	Utility Billing Deposit Refund	36.59
19089	08/24/2018	MORENO LISA	Utility Billing Credit Refund	47.39
19090	08/24/2018	PHILLIPS MAURICE C AND ELIZABETH H	Utility Billing Credit Refund	38.45
19091	08/24/2018	RAMIREZ JUAREZ SAGRARIO M	Utility Billing Credit Refund	42.27
19092	08/24/2018	RAMIREZ MONICA	Utility Billing Credit Refund	93.07
19093	08/24/2018	SANDHU MUKHTAR	Utility Billing Deposit Refund	11.86
19094	08/24/2018	SILVA RENE H	Utility Billing Credit Refund	249.08
19095	08/24/2018	TARLTON ESTATE AND ASSET MANAGEMENT	Utility Billing Deposit Refund	21.97
19096	08/24/2018	VANTAGEPOINT TRANSFER AGENTS-457	PLAN #302351 CONTRIBS FOR 08/24/18 PAYROLL	23,914.30
19097	08/24/2018	VERIZON WIRELESS	COUNCIL IPAD SVC JUL 11 - AUG 10	304.08
19098	08/24/2018	WEST COAST ARBORISTS, INC.	TREE & STUMP REMOVAL ZONE 6A-WOODLANDS DR MEDIAN	1,337.00
Bank # 1 - Union Bank General Account Total				2,144,134.74

REPORT TO CITY COUNCIL

MEETING DATE: September 5, 2018

AGENDA ITEM NUMBER: B-3

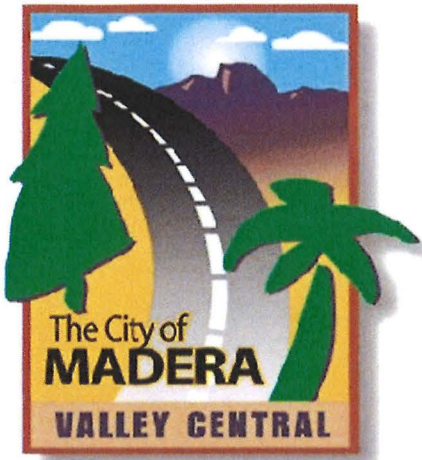
Approved By:



INTERIM PUBLIC WORKS DIRECTOR



For CITY ADMINISTRATOR

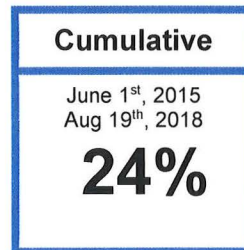
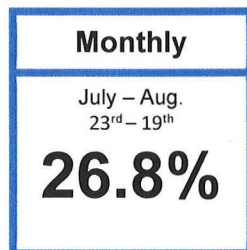


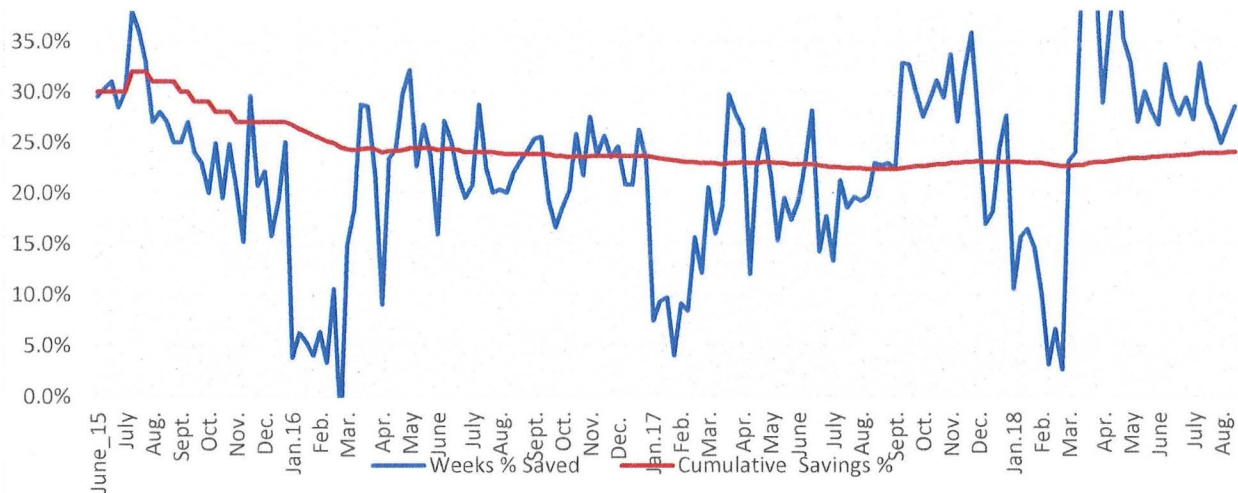
SUBJECT: Water Conservation Report for July 23rd through August 19th

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

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

WATER CONSERVATION: As illustrated in the chart, the City's average monthly water conservation rate for the period from July 23rd – August 19th is increased at 26.8% from 20.82% for the same period in 2017. Below is the most current water conservation data.





CONSERVATION OUTREACH: As part of our local outreach and education, water conservation presentations were made at the following events. The Water Conservation Department invites you to visit our informational outreach booth at the Madera District Fair September 6th through 9th.

Conservation Outreach

Facebook Posting
Watering schedule, regulations reminders

Utility Billing Newsletter-August Billing
Watering Schedule and articles on conservation tips

WATER CONSERVATION CITATIONS: The water conservation citation staff made a total of 367 individual public contacts. Below is the most current enforcement data.

ENFORCEMENT

Individual Contacts	367	1st offenses (\$75)	134
Verbal Warnings	69	2nd offenses (\$200)	7
Correction Notices	48	3rd or more offense (\$500)	1

WATER METERS: In addition to the monthly reading of the manual read meters and the service interruptions due to delinquency during this reporting period, the water meter staff performed various repair and/or meter programming at 103 properties. Customer concern investigations were conducted and the investigations resulted in discovery of leaks at 8 properties and need for irrigation adjustments at 15 properties. Notification of possible leaks were sent out to 48 additional properties.

SYSTEM CAPACITY: The system has continued to produce adequate flows to meet our peak demand and maintain reserve fire flow capacity. See report below.

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

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

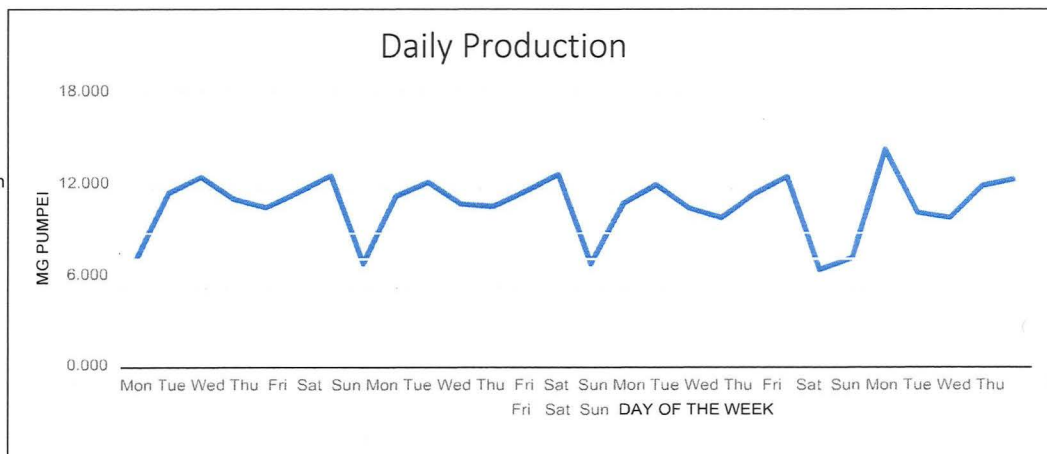
**STATUS REPORT July 23rd – August 19th, 2018
WATER PRODUCTION AND RESERVE FIRE FLOW CAPABILITY**

Dates	Day	Peak Temp	MG Pumped	Peak Hour	Lowest Pressure*	Lowest Tank Storage **	Wells Available	Wells On During Peak Hours	Wells in Reserve During Peak Hours	Reserve GPM at Peak	Reserves Meets Fire flow for			
											Residential 1,500 GPM	Commercial 2,500 GPM	Industrial 3,500 GPM	Hospital 4,500 GPM
7/23/2018	Mon	99	7.692	9pm-10pm	40	380,000	16	8	8	8985	Yes	Yes	Yes	Yes
7/24/2018	Tue	103	11.813	9pm-10pm	38	600,000	16	14	2	2726	Yes	Yes	Yes	Yes
7/25/2018	Wed	105	12.785	9pm-10pm	37	600,000	16	15	1	1745	Yes	Yes	Yes	Yes
7/26/2018	Thu	102	11.437	9pm-10pm	40	780,000	16	12	4	4215	Yes	Yes	Yes	Yes
7/27/2018	Fri	101	10.909	9pm-10pm	39	680,000	16	12	4	4005	Yes	Yes	Yes	Yes
7/28/2018	Sat	100	11.845	9pm-10pm	38	600,000	16	12	4	4005	Yes	Yes	Yes	Yes
7/29/2018	Sun	102	12.873	9pm-10pm	35	600,000	16	14	2	2735	Yes	Yes	Yes	Yes
7/30/2018	Mon	95	7.415	8pm-9pm	46	600,000	16	8	8	8775	Yes	Yes	Yes	Yes
7/31/2018	Tue	101	11.592	10pm-11pm	35	520,000	16	14	2	2647	Yes	Yes	Yes	Yes
8/1/2018	Wed	103	12.472	10pm-11pm	38	600,000	16	14	2	2647	Yes	Yes	Yes	Yes
8/2/2018	Thu	100	11.126	10pm-11pm	40	680,000	16	12	4	3917	Yes	Yes	Yes	Yes
8/3/2018	Fri	100	10.965	9pm-10pm	41	780,000	16	11	5	5117	Yes	Yes	Yes	Yes
8/4/2018	Sat	99	11.913	10pm-11pm	39	680,000	16	12	4	4828	Yes	Yes	Yes	Yes
8/5/2018	Sun	97	12.939	9pm-10pm	38	680,000	16	13	3	3847	Yes	Yes	Yes	Yes
8/6/2018	Mon	96	7.386	9pm-10pm	34	600,000	16	9	7	7657	Yes	Yes	Yes	Yes
8/7/2018	Tue	98	11.156	10pm-11pm	36	680,000	16	13	3	3847	Yes	Yes	Yes	Yes
8/8/2018	Wed	102	12.308	9pm-10pm	40	680,000	16	13	3	3975	Yes	Yes	Yes	Yes
8/9/2018	Thu	103	10.859	9pm-10pm	40	780,000	16	10	6	6445	Yes	Yes	Yes	Yes
8/10/2018	Fri	103	10.245	10pm-11pm	41	680,000	16	11	5	5117	Yes	Yes	Yes	Yes
8/11/2018	Sat	99	11.719	10pm-11pm	41	680,000	16	12	4	4828	Yes	Yes	Yes	Yes
8/12/2018	Sun	102	12.786	9pm-10pm	39	680,000	16	13	3	3847	Yes	Yes	Yes	Yes
8/13/2018	Mon	99	7.011	10pm-11pm	46	600,000	16	8	8	9227	Yes	Yes	Yes	Yes
8/14/2018	Tue	97	7.757	9pm-10pm	41	520,000	16	10	6	6815	Yes	Yes	Yes	Yes
8/15/2018	Wed	95	14.482	9pm-10pm	40	300,000	16	13	3	4217	Yes	Yes	Yes	Yes
8/16/2018	Thu	101	10.571	10pm-11pm	39	450,000	16	13	3	4296	Yes	Yes	Yes	Yes
8/17/2018	Fri	105	10.253	8pm-9pm	40	520,000	16	11	5	5913	Yes	Yes	Yes	Yes
8/18/2018	Sat	105	12.247	10pm-11pm	39	520,000	16	12	4	5496	Yes	Yes	Yes	Yes
8/19/2018	Sun	105	12.654	10pm-11pm	35	300,000	16	14	2	3315	Yes	Yes	Yes	Yes

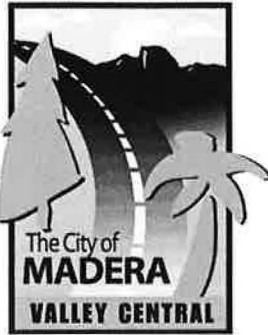
* Goal is to keep system above 30 psi., below 20 cause regulatory issue.

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

- 19 **Total Wells**
- 3 **Wells Not Available**
 - #16 Being Retrofitted for Submersible Pump to Gain 500 gpm
 - #20 Air intrusion
 - #27 Redevelopment in process
- 16 **Number of Wells Available**



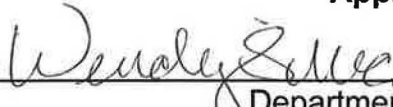
Report to City Council



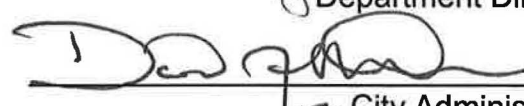
Council Meeting of September 5, 2018

Agenda Item Number B-4

Approved by:



 Department Director



 For City Administrator

Informational Report on Personnel Activity

REQUESTED ACTION

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

SUMMARY OF PERSONNEL ACTIVITY

The Civil Service Commission met on August 7, 2018 and approved eligibility lists for the following classifications:

- Police Lieutenant
- Police Sergeant
- Police Corporal
- Police Officer Trainee

The following individuals began employment with the City since our last report:

Name	Position	Department	Effective Date
Monica Estrada	Program Leader I	Parks & Community Services	8/22/18

The following promotions occurred since our last report:

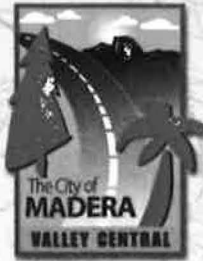
Name	Old Position	New Position	Effective Date
Josiah Arnold	Police Sergeant	Police Lieutenant	8/18/18
Nicholas Webster	Police Corporal	Police Sergeant	8/18/18
Steven Boehm	Police Officer II	Police Corporal	8/18/18

The following transfers occurred since our last report:

Name	Old Position	New Position	Effective Date
Michelle Avalos	Solid Waste/Recycling Assistant	Grants Specialist	8/18/18
Noemi Avalos	Part Time Maintenance Worker/Solid Waste	Part Time Accounting Technician I/Finance	8/6/18

The following employees separated from employment with the City since our last report.

Name	Position	Department	Effective Date
Jorge Alcaraz	Park Aide	Parks & Community Services	8/1/18
Kassandra Mendoza	Program Leader I	Parks & Community Services	8/7/18
Hallie Page	Program Leader I	Parks & Community Services	8/7/18
Miguel Romero	Program Leader I	Parks & Community Services	8/7/18



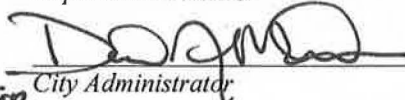
REPORT TO CITY COUNCIL

Approved By:


Department Director

Council Meeting of September 5, 2018

Agenda Item Number B-5


City Administrator

FDZ

SUBJECT: CONSIDERATION OF A RESOLUTION APPROVING FOUR AGREEMENTS FOR PURCHASE AND SALE OF REAL PROPERTY WITH THE PROPERTY OWNERS, ACCEPTANCE OF FOUR EASEMENT DEEDS FOR THE OLIVE AVENUE WIDENING AND RECONSTRUCTION PROJECT BETWEEN GATEWAY DRIVE AND KNOX STREET, AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENTS AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THE PURCHASE

RECOMMENDATION:

That the City Council approves Resolution No. 18 - _____:

1. Approving the four Agreements for Purchase and Sale of Real Property.
2. Authorizing the Mayor to execute the Agreements.
3. Accepting the four Easement Deeds.
4. Authorizing the City Clerk to prepare the Certificates of Acceptance of the Easement Deeds.
5. Authorizing the City Engineer to open Escrow Services to process the purchase and recording of the Easement Deeds by the County Clerk/Recorder.
6. Authorizing the City Administrator to sign the escrow documents.

SUMMARY:

Right of Way acquisition from twelve parcels of land is necessary for the Olive Avenue Widening and Reconstruction Project. Agreements from four of the property owners have been executed and are recommended for approval. The value of the land and improvements of the four parcels is \$354,500. Funds for right of way acquisition were included in the City's FY 2017/18 Budget and have been carried forward to the FY 2018/19 Budget.

Engineering

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

www.cityofmadera.ca.gov

DISCUSSION:

Right of Way acquisition is necessary from owners of eight parcels and from four parcels owned by the Southern Pacific Railroad (SPRR). Agreements for Purchase and Sale and Easements of four of the parcels have been executed by the property owners.

The land acquisition and improvements from the first parcel, APN 011-182-002, consists of 3370 square feet for a strip of land along the north side of Olive Avenue and for the value of an existing building that must be removed and for the value of the loss of tenant income and severance for the loss of value of the remainder of the parcel for a combined total amount of \$194,000.

The land acquisition from the second parcel, APN 011-203-005, consists of 2218 square feet for a strip of land along the north side of Olive Avenue and along Roosevelt Avenue from a vacant parcel in the amount of \$15,000.

The land acquisition from the third parcel, APN 011-300-011, consists of 19,948 square feet for a strip on land along the south side of Olive Avenue and along Roosevelt Avenue from a vacant parcel in the amount of \$130,000.

The land acquisition and improvements from the fourth parcel, APN 011-300-010, consists of 1217 square feet of land along the south side of Olive Avenue and for existing site improvements in the total amount of \$15,500.

The project will consist of widening and reconstructing Olive Avenue between Gateway Drive and Roosevelt Street to Arterial Street Standards with four travel lanes with a median and completing the arterial street standard improvements on Olive Avenue between Roosevelt Street and Knox Street. The Project will include a new UPRR crossing protection and signal, installation of a traffic signal at Roosevelt Street and intersection improvements at Knox Street that include many aspects of an anticipated future traffic that includes electrical conduits and traffic poles without arms. The project also includes street widening improvements to meet Collector Street Standards on Knox Street between Neplus Way and Olive Avenue.

Land acquisition procedures include appraisals, purchase offers, negotiation, agreements, deeds and escrow services. Offer Letters have been sent to all property owners that we will need to acquire right of way for the project. The offer letters include a Purchase and Sale Agreement and Easement Deed, along with a Valuation/Appraisal Summary for the land and improvements to be acquired. The owner is given at least 30 days to consider the offer and up to 60 days if they choose to obtain their own appraisal before they respond to the City's offer. The property owners and tenants that must be relocated will receive relocation assistance and a minimum of 90 days to relocate.

In April 1996, the City of Madera adopted a Mitigated Negative Declaration for the East Olive Plan Line and Building Setback Project (East Olive Avenue Plan Line) for the widening of Olive Avenue to a 100 foot right of way arterial standard street. The Mitigated Negative Declaration was certified based on an Initial Study in conformance with the California Environmental Quality Act (CEQA). On November 10, 2015, the City of Madera Planning Commission approved an Addendum to the Mitigated Negative Declaration for the Adoption of the East Olive Plan Line to include Olive Avenue between Gateway Drive and Knox Street. The approval of the addendum was based on an analysis of the proposed project within the Environmental Assessment, Initial Study and Mitigated Negative Declaration prepared by staff pursuant to the CEQA Section 15164.

FISCAL IMPACT:

There will be no impact to the City's General Fund for the right of way and construction costs for this project. Regional Surface Transportation Program (RSTP) funds will be used for right of way acquisition and these funds are included in the City's 2018/19 Budget, Account No: 41315320-7050.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

Strategy 126 - This project supports this strategy for providing clean, attractive streets that are safe and aesthetically pleasing.

Strategy 138 – This project supports this strategy to establish and enforce ADA standards throughout the community.

RESOLUTION NO. 18-_____

**A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, APPROVING FOUR AGREEMENTS FOR PURCHASE
AND SALE OF REAL PROPERTY WITH THE PROPERTY OWNERS
AND ACCEPTANCE OF FOUR EASEMENT DEEDS FOR THE OLIVE
AVENUE WIDENING AND RECONSTRUCTION PROJECT**

WHEREAS, the City Council of the City of Madera has approved the Olive Avenue Widening and Reconstruction Project between Gateway Drive and Knox Street and Knox Street between Neplus Way and Olive Avenue (the Project); and

WHEREAS, the Project requires the acquisition of right of way from twelve parcels of land to widen Olive Avenue for Arterial Street standards and to widen Knox Street for Collector Street standards; and

WHEREAS, the four property owners of record, listed in Exhibit A attached hereto, have offered for sale to the City of Madera the interest in real property necessary for the widening and reconstruction of the Project; and

WHEREAS, the property to be acquired is more specifically described in the legal description included in the Agreements for Purchase and Sale of Real Property and attached to the Easement Deeds; and

WHEREAS, the purchase price offered for the properties has been established as just compensation in accordance with the appraised market value of the property; and

WHEREAS, in April 1996, the City of Madera adopted a Mitigated Negative Declaration for the East Olive Avenue Plan Line and Building Set Back Project (East Olive Avenue Plan Line) for the widening of Olive Avenue to a 100 foot right of way arterial standard street. The Mitigated Negative Declaration was certified based on an Initial Study in conformance with the California Environmental Quality Act (CEQA). The Addendum to the Mitigated Negative Declaration for the widening of East Olive Avenue to 100 feet right of way arterial standard was approved by the Madera Planning Commission on November 10, 2015; and

WHEREAS, the four agreements and four easement deeds recommended for approval and acceptance are on file in the office of the City Clerk.

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

1. The above recitals are true and correct.

2. The City Council of the City of Madera approves the four Agreements for Purchase and Sale of Real Property and accepts the four Easement Deeds, copies of which are on file in the Office of the City Clerk and referred to for particulars.
3. The Mayor is authorized to execute the four Agreements.
4. The City Clerk is authorized to prepare the Certificates of Acceptance for the Easement Deeds.
5. The Finance Director is authorized to make the payment for the land acquisition in the amounts shown in the attached Exhibit A plus Escrow closing costs.
6. The City Engineer is authorized to initiate Escrow Services for processing the purchase process and recording the Easement Deeds by the County of Madera Clerk/Recorder.
7. The City Administrator is authorized to execute any and all documents necessary to effectuate the purchase of the easements.
8. This resolution is effective immediately upon adoption.

* * * * *

EXHIBIT A

PROPERTY OWNER LIST

RIGHT OF WAY ACQUISITION

For

Olive Avenue Widening & Reconstruction Project

<u>APN</u>	<u>PROPERTY OWNER ADDRESS</u>	<u>AMOUNT</u>
011-182-002	Stephen J. Allen [REDACTED] Madera, CA 93637	\$194,000.00
011-203-005	Francisco Nunez Martha Leon Caro [REDACTED] [REDACTED]	\$15,000.00
011-300-011	John & Beatrice Gonzalez [REDACTED] Madera, CA 93637	\$130,000.00
011-300-010	SJR, LLC c/o Stanley G. Silva, Jr. [REDACTED] [REDACTED]	\$15,500.00

OWNER: Stephen J. Allen

PROJECT: Olive Avenue, Gateway Drive to Knox Street, Widening & Reconstruction Project

ADDRESS: [REDACTED] APN: 011-182-002
Madera, CA 93637

SITUS: 909 S. Gateway Drive
Madera, CA 93637

**AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY
AND ESCROW INSTRUCTIONS**

Stephen J. Allen, hereinafter called the "Seller", without regard to number or gender, hereby offers to sell to the CITY OF MADERA, a municipal corporation, hereinafter called the "CITY", the hereinafter described real property on the following terms and conditions:

1. The real property which is the subject of this Agreement, and which is hereunder for convenience referred to as the "Offered Property", is all that real property situated in the City of Madera, County of Madera, State of California, more particularly described in the Legal Description and Drawing attached hereto.
2. The purchase price for the Offered Property shall be the sum of One Hundred Ninety-Four Thousand Dollars and No Cents (\$194,000.00) as just compensation therefor for land, improvements and severance.
3. Seller warrants that the Offered Property is being acquired under threat of condemnation.
4. Seller represents and warrants that it has the authority to make the offer herein made, and that it holds fee title to the Offered Property.
5. The sale shall be completed by and through this Agreement upon the following terms and conditions, and Seller and City by their signature to this Agreement make this paragraph their purchase instructions:
 - a. City shall pay the sums specified in Clause 2 of this Agreement upon receipt and recording of the Easement Deed.
 - b. There shall be no proration of taxes and insurance.
 - c. Disbursements to be in the amounts, at the times, and in all respects in accordance with the terms and conditions and subject to the limitations of this Agreement.

6. Seller shall certify that there is a tenant on the Offered Property pursuant to any rental agreement.

7. It is agreed and confirmed by the parties hereto that, notwithstanding other provisions in this contract, the right of possession and use of the subject property by the City (including, but not limited to, the right to construct and install new improvements and to replace, repair, restore, remove, and/or dispose of existing improvements) shall commence upon execution of this agreement, and that the amount shown in Clause 2 herein includes, but is not limited to, full payment for such possession and use, including damages if any, from said date.

8. Grantor grants to the City, its permittees, contractors, agents or assigns, a right to enter upon, over, across, and under Grantor's property during the period of construction for the purpose of removal and replacement of existing owner improvements on the remaining parcel and for the purpose of facilitating the construction of the public improvement and accomplishing all necessary incidence thereto, including, but not limited to, the repair, replacement, restoration, removal, and/or disposal of existing improvements. Any actual damage or substantial interference with the possession of use of the adjacent land caused by City, its permittees, contractors, agents, or assigns shall be cured by same.

9. The obligation of the City to purchase the Offered Property is contingent upon the finding by City that there is no evidence that there may be hazardous or toxic materials located on the Offered Property. The cost of this determination is the sole expense of the City.

10. Time is of the essence of each and every term, condition, and covenant hereof.

11. It is understood and agreed that this Agreement shall become a contract for the purchase and sale of real property and improvements on the remaining parcel binding upon Seller and City, their heirs, executors, administrators, successors in interest, and assigns.

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12. This Agreement is executed by the City of Madera, by and through Mayor of the City of Madera pursuant to authority granted by the Council of the City of Madera on _____.


CITY OF MADERA,
A municipal corporation

By: _____
Andrew J. Medellin, Mayor

APPROVED AS TO FORM:
By: _____
Brent Richardson, City Attorney

ATTEST:
By: _____
Sonia Alvarez, City Clerk

SELLER



Stephen J. Allen

Tax I 

Right-of-Way Acquisition

Olive Avenue

Legal Description

APN 011-182-002, Owner Stephen J. Allen

All that portion of the southwest quarter of Section 19, Township 11 South, Range 18 East, Mount Diablo Base and Meridian, according to the map of Lankershim Addition, Book 4, Page 31, Fresno County Records, and Record of Survey, Book 46, Page 106, Madera County Records, being more particularly described as follows:

Commencing at the south quarter corner of said Section 19; thence N89° 05' 19"W, along the south line of said Section 19, a distance of 1,225.50 feet, to the point of intersection of said section line with the southwesterly right-of-way line of the Union Pacific Railroad; thence N 39° 53' 32" W, a distance of 39.63, along said Railroad right-of-way line, to its point of intersection with the north right-of-way line of Olive Avenue, said point being THE TRUE POINT OF BEGINNING;

Thence N 89° 05' 19" W, along said right-of-way line of Olive Avenue, a distance of 161.58 feet to its intersection with the northeasterly right-of-way line of Gateway Avenue; thence, along said Gateway right-of-way line, on a non-tangent curve, concave to the northeast, having a radius of 1460.00 feet, through a central angle of 1° 48' 42", and an arc length of 46.16 feet; thence S 69° 24' 34" E, a distance 26.36 feet to a point on a line parallel with, and 50.00 feet north of, said

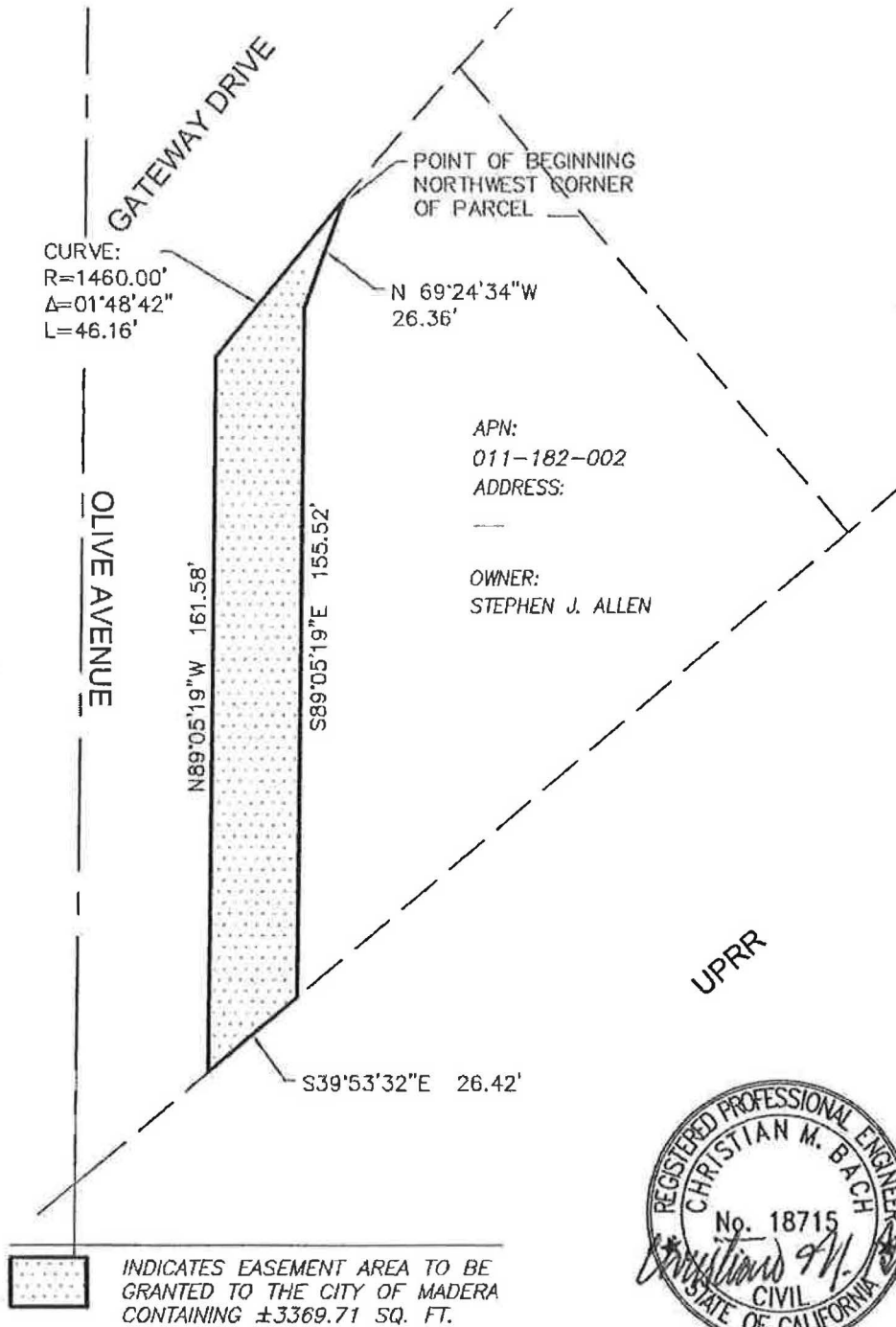
south line of Section 19; thence S 89° 05' 19" E, along said parallel line, a distance of 155.52 feet to a point on said southwesterly right-of-way line of the Union Pacific Railroad; thence S 39° 53' 32" E, along said railroad right-of-way line, a distance of 26.42 feet to THE TRUE POINT OF BEGINNING.

Containing 3370 square feet, more or less.

APN 011-182-002



EXHIBIT "E"



SCALE: 1"=40'



INDICATES EASEMENT AREA TO BE GRANTED TO THE CITY OF MADERA CONTAINING ±3369.71 SQ. FT.



CITY OF MADERA - ENGINEERING DEPARTMENT

CITY: CITY OF MADERA
 ADDRESS: 205 W. 4TH STREET
 MADERA, CA 93637
 SURVEYOR: CHRISTIAN M. BACH
 R.C.E. NO. 18715
 TELEPHONE: (559) 661-5418

REAL PROPERTY TO BE GRANTED TO THE CITY OF MADERA BEING A PORTION OF...

F.B. NO _____
 Dr. By: _____
 Ch. By: _____
 Date: _____

SCALE 1" = 40'

RECORDING REQUESTED BY:

City of Madera

AFTER RECORDING RETURN TO:

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

Fee waived per Section 27383 of the Government Code
APN: 011-182-002

No Fee Due _____
No Doc Tax Due R&T 11922 _____

Fee waived per Section 27388.1 (a) (2) (D) of the Government Code

EASEMENT DEED

FOR A VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, **STEPHEN J. ALLEN**, DOES HEREBY GRANT TO **THE CITY OF MADERA**, A MUNICIPAL CORPORATION OF THE STATE OF CALIFORNIA

An easement for street, sewer, water, storm drain, public utility and any and all other municipal purposes over, under, through and across, on and in the following described real property in the City of Madera, County of Madera, State of California, being more particularly described in the **LEGAL DESCRIPTION** attached hereto and made a part hereof:

By: 
Stephen J. Allen

Date: 8-9-18

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT CIVIL CODE #1189

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

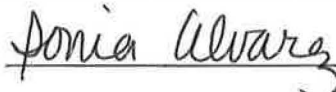
State of California)
County of Madera)

On 8/9/18 before me, Sonia Alvarez, Notary Public, personally appeared Stephen J. Allen

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)

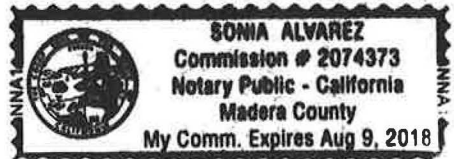


EXHIBIT "E"

GATEWAY DRIVE

CURVE:
R=1460.00'
Δ=01°48'42"
L=46.16'

POINT OF BEGINNING
NORTHWEST CORNER
OF PARCEL

N 69°24'34"W
26.36'

APN:
011-182-002
ADDRESS:
—

OWNER:
STEPHEN J. ALLEN

OLIVE AVENUE

N89°05'19"W 161.58'

S89°05'19"E 155.52'

S39°53'32"E 26.42'

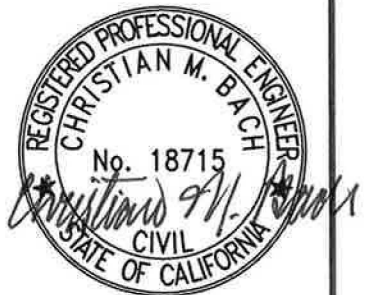
UPRR



SCALE: 1"=40'



INDICATES EASEMENT AREA TO BE GRANTED TO THE CITY OF MADERA CONTAINING ±3369.71 SQ. FT.



CITY OF MADERA - ENGINEERING DEPARTMENT

CITY: CITY OF MADERA
ADDRESS: 205 W. 4TH STREET
MADERA, CA 93637
SURVEYOR: CHRISTIAN M. BACH
R.C.E. NO. 18715
TELEPHONE: (559) 661-5418

REAL PROPERTY TO BE GRANTED TO THE CITY OF MADERA BEING A PORTION OF...

F.B. NO _____
Dr. By: _____
Ch. By: _____
Date: _____

SCALE 1" = 40'

SHEET 1 OF 1

Right-of-Way Acquisition

Olive Avenue

Legal Description

APN 011-182-002, Owner Stephen J. Allen

All that portion of the southwest quarter of Section 19, Township 11 South, Range 18 East, Mount Diablo Base and Meridian, according to the map of Lankershim Addition, Book 4, Page 31, Fresno County Records, and Record of Survey, Book 46, Page 106, Madera County Records, being more particularly described as follows:

Commencing at the south quarter corner of said Section 19; thence $N89^{\circ} 05' 19''W$, along the south line of said Section 19, a distance of 1,225.50 feet, to the point of intersection of said section line with the southwesterly right-of-way line of the Union Pacific Railroad; thence $N 39^{\circ} 53' 32'' W$, a distance of 39.63, along said Railroad right-of-way line, to its point of intersection with the north right-of-way line of Olive Avenue, said point being THE TRUE POINT OF BEGINNING;

Thence $N 89^{\circ} 05' 19'' W$, along said right-of-way line of Olive Avenue, a distance of 161.58 feet to its intersection with the northeasterly right-of-way line of Gateway Avenue; thence, along said Gateway right-of-way line, on a non-tangent curve, concave to the northeast, having a radius of 1460.00 feet, through a central angle of $1^{\circ} 48' 42''$, and an arc length of 46.16 feet; thence $S 69^{\circ} 24' 34'' E$, a distance 26.36 feet to a point on a line parallel with, and 50.00 feet north of, said

south line of Section 19; thence S 89° 05' 19" E, along said parallel line, a distance of 155.52 feet to a point on said southwesterly right-of-way line of the Union Pacific Railroad; thence S 39° 53' 32" E, along said railroad right-of-way line, a distance of 26.42 feet to THE TRUE POINT OF BEGINNING.

Containing 3370 square feet, more or less.

APN 011-182-002



OWNER: Francisco Nunez & Martha Leon Caro

PROJECT: Olive Avenue, Gateway Drive to Knox Street, Widening & Reconstruction Project

ADDRESS: [REDACTED] APN: 011-203-005

SITUS: Vacant Land at NE Corner of Olive Avenue & Roosevelt Street

**AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY
AND ESCROW INSTRUCTIONS**

Francisco Nunez & Martha Leon Caro, hereinafter called the "Seller", without regard to number or gender, hereby offers to sell to the CITY OF MADERA, a municipal corporation, hereinafter called the "CITY", the hereinafter described real property on the following terms and conditions:

1. The real property which is the subject of this Agreement, and which is hereunder for convenience referred to as the "Offered Property", is all that real property situated in the City of Madera, County of Madera, State of California, more particularly described in the Legal Description and Drawing attached hereto.
2. The purchase price for the Offered Property shall be the sum of Fifteen Thousand Dollars and No Cents (\$15,000.00) as just compensation therefor for land, improvements.
3. Seller warrants that the Offered Property is being acquired under threat of condemnation.
4. Seller represents and warrants that it has the authority to make the offer herein made, and that it holds fee title to the Offered Property.
5. The sale shall be completed by and through this Agreement upon the following terms and conditions, and Seller and City by their signature to this Agreement make this paragraph their purchase instructions:
 - a. City shall pay the sums specified in Paragraph 2 of this Agreement upon receipt and recording of the Easement Deed.
 - b. There shall be no proration of taxes and insurance.
 - c. Disbursements to be in the amounts, at the times, and in all respects in accordance with the terms and conditions and subject to the limitations of this Agreement.

6. Seller warrants that there will be no tenants on the Offered Property pursuant to any lease agreement.

7. It is agreed and confirmed by the parties hereto that, notwithstanding other provisions in this contract, the right of possession and use of the subject property by the City (including, but not limited to, the right to construct and install new improvements and to replace, repair, restore, remove, and/or dispose of existing improvements) shall commence upon execution of this agreement, and that the amount shown in Clause 2 herein includes, but is not limited to, full payment for such possession and use, including damages if any, from said date.

8. Grantor grants to the City, its permittees, contractors, agents or assigns, a right to enter upon, over, across, and under Grantor's property during the period of construction for the purpose of removal and replacement of existing owner improvements on the remaining parcel and for the purpose of facilitating the construction of the public improvement and accomplishing all necessary incidence thereto, including, but not limited to, the repair, replacement, restoration, removal, and/or disposal of existing improvements. Any actual damage of substantial interference with the possession of use of the adjacent land caused by City, its permittees, contractors, agents, or assigns shall be cured by same.

9. The obligation of the City to purchase the Offered Property is contingent upon the finding by City that there is no evidence that there may be hazardous or toxic materials located on the Offered Property. The cost of this determination is the sole expense of the City.

10. Time is of the essence of each and every term, condition, and covenant hereof.

11. It is understood and agreed that this Agreement shall become a contract for the purchase and sale of real property and improvements on the remaining parcel binding upon Seller and City, their heirs, executors, administrators, successors in interest, and assigns.

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12. This Agreement is executed by the City of Madera, by and through Mayor of the City of Madera pursuant to authority granted by the Council of the City of Madera on _____.

CITY OF MADERA,
A municipal corporation

SELLER

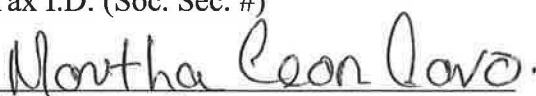
By: _____
Andrew J. Medellin, Mayor



Francisco Nunez

Tax I.D. (Soc. Sec. #)

APPROVED AS TO FORM:
By: _____
Brent Richardson, City Attorney



Martha Leon Caro

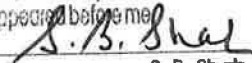
Tax I.D. (Soc. Sec. #)

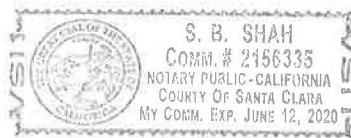
ATTEST:
By: _____
Sonia Alvarez, City Clerk

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 Santa Clara

State of California, County of Santa Clara
Subscribed and sworn to (or affirmed) before me on this
2nd day of Aug, 2018, by Martha Leon Caro & Francisco Nunez
proved to me on the basis of satisfactory evidence
to be the person(s) who appeared before me.


S. B. Shah



My Commission Expires
12th June 2020

Right-of-Way Acquisition, Olive Avenue

Legal Description

APN 011-203-005, Owner Nunez & Caro

All that portion of the southwest quarter of Section 19, Township 11 South, Range 18 East, Mount Diablo Base and Meridian, according to the map of Lankershim Addition, Book 4, Page 31, Fresno County Records, and map of Sierra Vista Homes II subdivision, Book 47, Page 109, Madera County Records, being more particularly described as follows:

Commencing at the south quarter corner of said Section 19; thence, along the south line of said Section 19, N 89° 05' 19" W, a distance of 40.00 feet; thence, at a right angle, N 0° 54' 41" E, a distance of 30.00 feet; thence N 0° 17' 36" W, a distance of 7.23 feet, to a point at the southeast corner of the Sierra Vista Homes II subdivision boundary, being THE TRUE POINT OF BEGINNING.

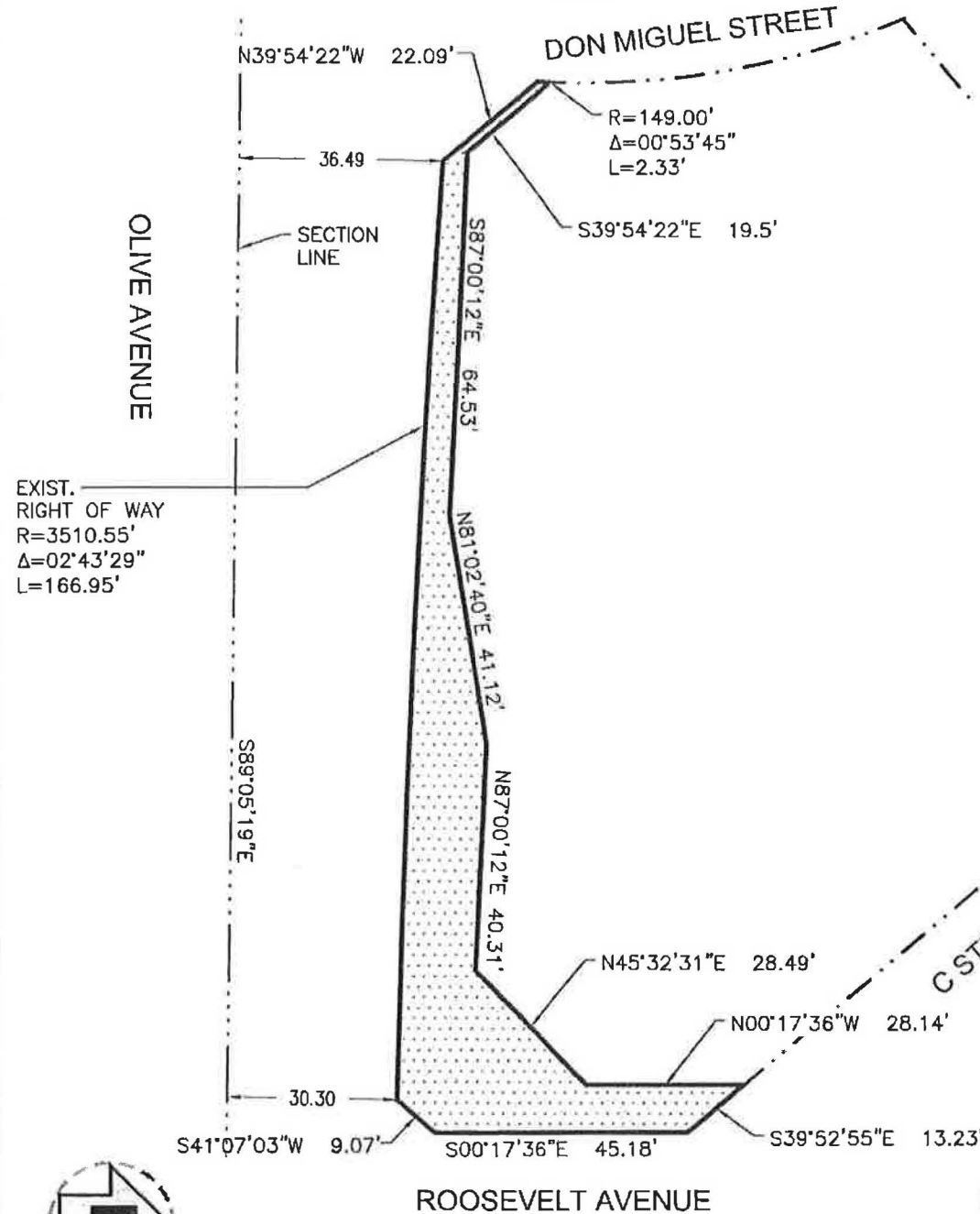
Thence, along the boundary of said subdivision, being the north right-of-way line for Olive Avenue, S 41° 07' 03" W, a distance of 9.07 feet; thence northwesterly along a curve, concave to the northeast, having a radius of 3510.55 feet, through a central angle of 2° 43' 29", an arc length of 166.95 feet to the point of intersection of said Olive Avenue north right-of-way line with the east Don Miguel Street right-of-way line; thence, along said Don Miguel Street right-of-way line, N 39° 54' 22" W a distance of 22.09 feet; thence, following said right-of-way, north along a curve,

concave to the west, having a radius of 149.00 feet, through a central angle of $0^{\circ} 53' 45''$, an arc length of 2.33 feet; thence, leaving said Don Miguel Street right-of-way, $S 39^{\circ} 54' 22'' E$, a distance of 19.50 feet; thence $S 87^{\circ} 00' 12'' E$, a distance of 64.53 feet; thence $N 81^{\circ} 02' 40'' E$, a distance of 41.12 feet; thence $N 87^{\circ} 00' 12'' E$, a distance of 40.31 feet; thence $N 45^{\circ} 32' 31'' E$, a distance of 28.49 feet; thence $N 0^{\circ} 17' 36'' W$, a distance of 28.14 feet to a point on the westerly right-of-way line of 'C' Street; thence, along said 'C' Street right-of-way, $S 39^{\circ} 52' 55'' E$, a distance of 13.23 feet to a point of intersection with the westerly right-of-way line of Roosevelt Avenue; thence, along said Roosevelt Avenue right-of-way line, $S 0^{\circ} 17' 36'' E$, a distance of 45.18 feet to THE TRUE POINT OF BEGINNING.

Containing 2218 square feet, more or less.


Christian M. Bach 3-22-18

EXHIBIT "I"



APN:
011-203-005
ADDRESS:

OWNER:
NUNEZ & CARO

EXIST.
RIGHT OF WAY
R=3510.55'
Δ=02°43'29"
L=166.95'



SCALE: 1" = 30'



INDICATES EASEMENT AREA TO BE GRANTED TO THE CITY OF MADERA CONTAINING ±2218 SQ. FT.



CITY OF MADERA - ENGINEERING DEPARTMENT

CITY: CITY OF MADERA
ADDRESS: 205 W. 4TH STREET
MADERA, CA 93637
SURVEYOR: CHRISTIAN M. BACH
R.C.E. NO. 18715
TELEPHONE: (559) 661-5418

REAL PROPERTY TO BE GRANTED TO THE CITY OF MADERA BEING A PORTION OF...

F.B. NO _____
Dr. By: _____
Ch. By: _____
Date: _____

SCALE 1" = 30'

SHEET 1 OF 1

RECORDING REQUESTED BY:

City of Madera

AFTER RECORDING RETURN TO:

City of Madera

205 W. 4th Street

Madera, CA 93637

Attn: City Clerk

Fee waived per Section 27383 of the Government Code

No Fee Due

APN: 011-203-005

No Doc Tax Due R&T 11922

EASEMENT DEED

Fee waived per Section 27383.1 (a) (2) (D) of the Government Code.

FOR A VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, **FRANCISCO NUNEZ AND MARTHA LEON CARO**, DOES HEREBY GRANT TO **THE CITY OF MADERA**, A MUNICIPAL CORPORATION OF THE STATE OF CALIFORNIA

An easement for street, sewer, water, storm drain, public utility and any and all other municipal purposes over, under, through and across, on and in the following described real property in the City of Madera, County of Madera, State of California, being more particularly described in the **LEGAL DESCRIPTION** attached hereto and made a part hereof:

Date: 8/2/2018

Date: 8/2/2018

By: [Signature]
Francisco Nunez

By: [Signature]
Martha Leon Caro

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT CIVIL CODE #1189

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

State of California) ~~State of California~~
County of ~~Madera~~) ~~County of Santa Clara~~

S.B. Shah
Notary Public

On 8/2/18 before me, _____, Notary Public,
personally appeared Martha Leon Caro & Francisco Nunez

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: S. B. Shah (Seal)



My Commission Expires
12th June 2020

Right-of-Way Acquisition, Olive Avenue

Legal Description

APN 011-203-005, Owner Nunez & Caro

All that portion of the southwest quarter of Section 19, Township 11 South, Range 18 East, Mount Diablo Base and Meridian, according to the map of Lankershim Addition, Book 4, Page 31, Fresno County Records, and map of Sierra Vista Homes II subdivision, Book 47, Page 109, Madera County Records, being more particularly described as follows:

Commencing at the south quarter corner of said Section 19; thence, along the south line of said Section 19, N 89° 05' 19" W, a distance of 40.00 feet; thence, at a right angle, N 0° 54' 41" E, a distance of 30.00 feet; thence N 0° 17' 36" W, a distance of 7.23 feet, to a point at the southeast corner of the Sierra Vista Homes II subdivision boundary, being THE TRUE POINT OF BEGINNING.

Thence, along the boundary of said subdivision, being the north right-of-way line for Olive Avenue, S 41° 07' 03" W, a distance of 9.07 feet; thence northwesterly along a curve, concave to the northeast, having a radius of 3510.55 feet, through a central angle of 2° 43' 29", an arc length of 166.95 feet to the point of intersection of said Olive Avenue north right-of-way line with the east Don Miguel Street right-of-way line; thence, along said Don Miguel Street right-of-way line, N 39° 54' 22" W a distance of 22.09 feet; thence, following said right-of-way, north along a curve,

concave to the west, having a radius of 149.00 feet, through a central angle of $0^{\circ} 53' 45''$, an arc length of 2.33 feet; thence, leaving said Don Miguel Street right-of-way, $S 39^{\circ} 54' 22'' E$, a distance of 19.50 feet; thence $S 87^{\circ} 00' 12'' E$, a distance of 64.53 feet; thence $N 81^{\circ} 02' 40'' E$, a distance of 41.12 feet; thence $N 87^{\circ} 00' 12'' E$, a distance of 40.31 feet; thence $N 45^{\circ} 32' 31'' E$, a distance of 28.49 feet; thence $N 0^{\circ} 17' 36'' W$, a distance of 28.14 feet to a point on the westerly right-of-way line of 'C' Street; thence, along said 'C' Street right-of-way, $S 39^{\circ} 52' 55'' E$, a distance of 13.23 feet to a point of intersection with the westerly right-of-way line of Roosevelt Avenue; thence, along said Roosevelt Avenue right-of-way line, $S 0^{\circ} 17' 36'' E$, a distance of 45.18 feet to THE TRUE POINT OF BEGINNING.

Containing 2218 square feet, more or less.



EXHIBIT "I"

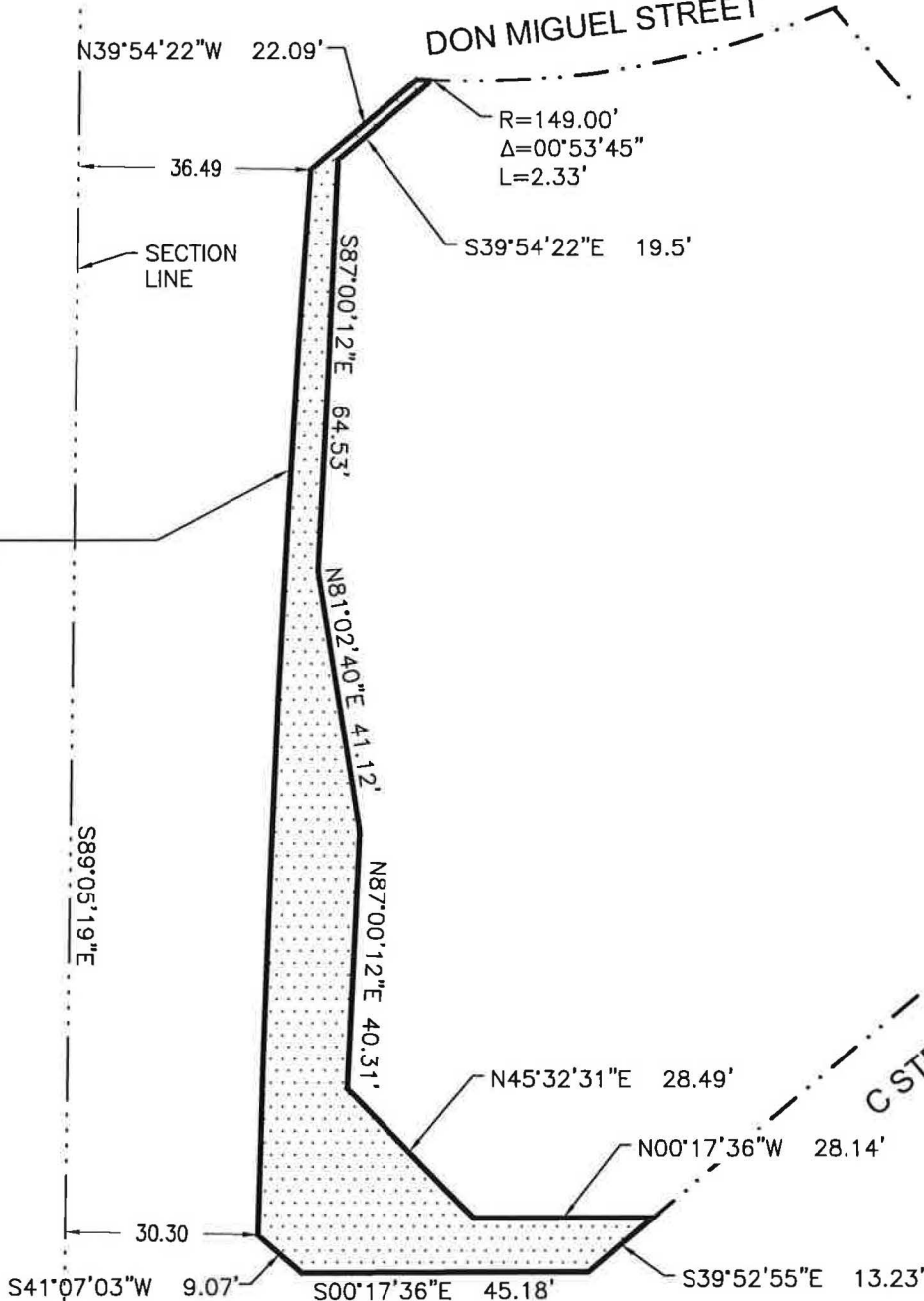
OLIVE AVENUE

DON MIGUEL STREET

EXIST. RIGHT OF WAY
 $R=3510.55'$
 $\Delta=02^{\circ}43'29''$
 $L=166.95'$

APN:
 011-203-005
 ADDRESS:

OWNER:
 NUNEZ & CARO



C STREET

ROOSEVELT AVENUE



SCALE: 1"=30'



INDICATES EASEMENT AREA TO BE GRANTED TO THE CITY OF MADERA CONTAINING ±2218 SQ. FT.



CITY OF MADERA - ENGINEERING DEPARTMENT

CITY: CITY OF MADERA
 ADDRESS: 205 W. 4TH STREET
 MADERA, CA 93637
 SURVEYOR: CHRISTIAN M. BACH
 R.C.E. NO. 18715
 TELEPHONE: (559) 661-5418

REAL PROPERTY TO BE GRANTED TO THE CITY OF MADERA BEING A PORTION OF...

F.B. NO. _____
 Dr. By: _____
 Ch. By: _____
 Date: _____

SCALE 1" = 30'

SHEET 1 OF 1

OWNER: Juan aka John Gonzalez and Beatrice Gonzalez
PROJECT: Olive Avenue, Gateway Drive to Knox Street, Widening & Reconstruction Project
ADDRESS: [REDACTED] APN: 011-300-011
Madera, CA 93637
SITUS: Vacant Land at SW Corner of Olive Avenue & Roosevelt Street

**AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY
AND ESCROW INSTRUCTIONS**

JUAN aka JOHN GONZALEZ AND BEATRICE GONZALEZ, hereinafter called the "Seller", without regard to number or gender, hereby offers to sell to the CITY OF MADERA, a municipal corporation, hereinafter called the "CITY", the hereinafter described real property on the following terms and conditions:

1. The real property which is the subject of this Agreement, and which is hereunder for convenience referred to as the "Offered Property", is all that real property situated in the City of Madera, County of Madera, State of California, more particularly described in the Legal Description and Drawing attached hereto.
2. The purchase price for the Offered Property shall be the sum of One Hundred Thirty Thousand Dollars and No Cents (\$130,000.00) as just compensation therefor for land and improvements.
3. Seller warrants that the Offered Property is being acquired under threat of condemnation.
4. Seller represents and warrants that it has the authority to make the offer herein made, and that it holds fee title to the Offered Property.
5. The sale shall be completed by and through this Agreement upon the following terms and conditions, and Seller and City by their signature to this Agreement make this paragraph their purchase instructions:
 - a. City shall pay the sums specified in Paragraph 2 of this Agreement upon receipt and recording of the Easement Deed.
 - b. There shall be no proration of taxes and insurance.
 - c. Disbursements to be in the amounts, at the times, and in all respects in accordance with the terms and conditions and subject to the limitations of this Agreement.

6. Seller warrants that there will be no tenants on the Offered Property pursuant to any lease agreement.

7. It is agreed and confirmed by the parties hereto that, notwithstanding other provisions in this contract, the right of possession and use of the subject property by the City (including, but not limited to, the right to construct and install new improvements and to replace, repair, restore, remove, and/or dispose of existing improvements) shall commence upon execution of this agreement, and that the amount shown in Clause 2 herein includes, but is not limited to, full payment for such possession and use, including damages if any, from said date.

8. Grantor grants to the City, its permittees, contractors, agents or assigns, a right to enter upon, over, across, and under Grantor's property during the period of construction for the purpose of removal and replacement of existing owner improvements on the remaining parcel and for the purpose of facilitating the construction of the public improvement and accomplishing all necessary incidence thereto, including, but not limited to, the repair, replacement, restoration, removal, and/or disposal of existing improvements. Any actual damage or substantial interference with the possession of use of the adjacent land caused by City, its permittees, contractors, agents, or assigns shall be cured by same.

9. The obligation of the City to purchase the Offered Property is contingent upon the finding by City that there is no evidence that there may be hazardous or toxic materials located on the Offered Property. The cost of this determination is the sole expense of the City.

10. Time is of the essence of each and every term, condition, and covenant hereof.

11. It is understood and agreed that this Agreement shall become a contract for the purchase and sale of real property and improvements on the remaining parcel binding upon Seller and City, their heirs, executors, administrators, successors in interest, and assigns.

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12. This Agreement is executed by the City of Madera, by and through Mayor of the City of Madera pursuant to authority granted by the Council of the City of Madera on

_____.


CITY OF MADERA,
A municipal corporation


By: _____
Andrew J. Medellin, Mayor

APPROVED AS TO FORM:
By: _____
Brent Richardson, City Attorney

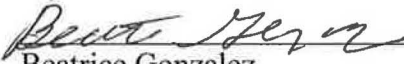
ATTEST:
By: _____
Sonia Alvarez, City Clerk

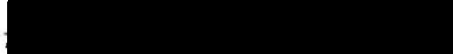
SELLER



Juan AKA John Gonzalez


Tax I.D. (Soc. Sec. #)



Beatrice Gonzalez


Tax I.D. (Soc. Sec. #)

Right-of-Way Acquisition

Olive Avenue

Legal Description

APN 011-300-011, Owner Gonzalez

All that portion of the northeast quarter of the northwest quarter of Section 30, Township 11 South, Range 18 East, Mount Diablo Base and Meridian, according to Record of Survey, recorded April 17, 1986 in Book 32, Page 20, Madera County Records, being more particularly described as follows:

Commencing at the north quarter corner of said Section 30; thence S 0° 22' 35" E, along the quarter section line of said Section 30, a distance of 15.00 feet, to the a point on the south right-of-way line of Olive Avenue; thence N 89° 05' 19" W, a distance of 20.00 feet to the point of intersection of the south right-of-way line of Olive Avenue and the west right-of-way line of Roosevelt Avenue, being THE TRUE POINT OF BEGINNING;

Thence, S 0° 22' 35" E, along said quarter section line, a distance of 140.32 feet; thence S 89° 37' 28" W, a distance of 15.50 feet; thence N 0° 22' 35" W, a distance of 59.18 feet; thence N 43° 41' 23" W, a distance of 26.31 feet; thence N 87° 00' 12" W, a distance of 60.33 feet; thence N 75° 14' 51" W, a distance of 51.54 feet; thence N 87° 00' 12" W, a distance of 225.48 feet, to a point on the easterly boundary of Parcel APN 011-300-010, depicted in said Record of Survey;

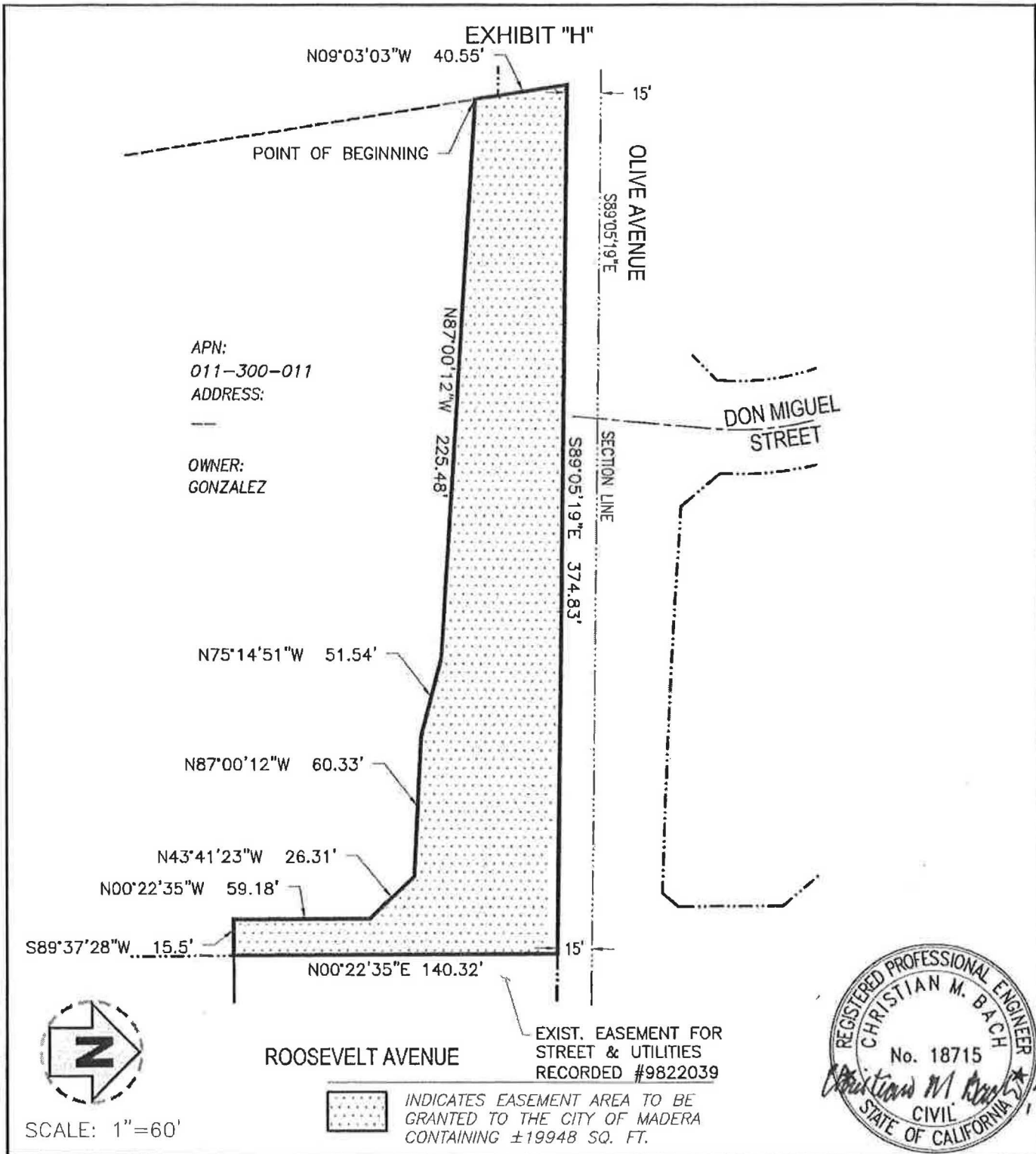
thence N 9° 03' 03" W, along said easterly boundary, a distance of 40.55 feet to a point on the south right-of-way of Olive Avenue; thence S 89° 05' 19" E, along said Olive Avenue right-of-way line, a distance of 374.83 feet to THE TRUE POINT OF BEGINNING.

Containing 19,948 square feet, more or less.

APN 011-300-011



Christian M. Bach 3-22-18



CITY OF MADERA - ENGINEERING DEPARTMENT

CITY: CITY OF MADERA
 ADDRESS: 205 W. 4TH STREET
 MADERA, CA 93637
 SURVEYOR: CHRISTIAN M. BACH
 R.C.E. NO. 18715
 TELEPHONE: (559) 661-5418

REAL PROPERTY TO BE GRANTED TO THE
 CITY OF MADERA BEING A PORTION OF...

F.B. NO _____
 Dr. By: _____
 Ch. By: _____
 Date: _____
 SCALE 1" = 60'
 SHEET 1 OF 1

RECORDING REQUESTED BY:

City of Madera

AFTER RECORDING RETURN TO:

City of Madera

205 W. 4th Street

Madera, CA 93637

Attn: City Clerk

Fee waived per Section 27383 of the Government Code

No Fee Due

APN: 011-203-005

No Doc Tax Due R&T 11922

EASEMENT DEED

Fee waived per Section 27388.1(a)(2)(D) of the Government Code.

FOR A VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, **JUAN aka JOHN GONZALEZ AND BEATRICE GONZALEZ, TRUSTEES OF THE JUAN AND BEATRICE GONZALEZ 2013 TRUST**, DOES HEREBY GRANT TO **THE CITY OF MADERA**, A MUNICIPAL CORPORATION OF THE STATE OF CALIFORNIA

An easement for street, sewer, water, storm drain, public utility and any and all other municipal purposes over, under, through and across, on and in the following described real property in the City of Madera, County of Madera, State of California, being more particularly described in the **LEGAL DESCRIPTION** attached hereto and made a part hereof:

Date: 8-16-18
By: [Signature]
Juan AKA John Gonzalez

Date: 8-16-18
By: [Signature]
Beatrice Gonzalez

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT CIVIL CODE #1189

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

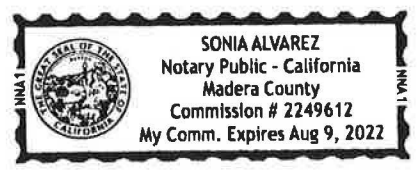
State of California)
County of Madera)

On 8/16/18 before me, Sonia Alvarez, Notary Public, personally appeared Juan Gonzalez and Beatrice Gonzalez

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: Sonia Alvarez (Seal)



Right-of-Way Acquisition

Olive Avenue

Legal Description

APN 011-300-011, Owner Gonzalez

All that portion of the northeast quarter of the northwest quarter of Section 30, Township 11 South, Range 18 East, Mount Diablo Base and Meridian, according to Record of Survey, recorded April 17, 1986 in Book 32, Page 20, Madera County Records, being more particularly described as follows:

Commencing at the north quarter corner of said Section 30; thence S 0° 22' 35" E, along the quarter section line of said Section 30, a distance of 15.00 feet, to the a point on the south right-of-way line of Olive Avenue; thence N 89° 05' 19" W, a distance of 20.00 feet to the point of intersection of the south right-of-way line of Olive Avenue and the west right-of-way line of Roosevelt Avenue, being THE TRUE POINT OF BEGINNING;

Thence, S 0° 22' 35" E, along said quarter section line, a distance of 140.32 feet; thence S 89° 37' 28" W, a distance of 15.50 feet; thence N 0° 22' 35" W, a distance of 59.18 feet; thence N 43° 41' 23" W, a distance of 26.31 feet; thence N 87° 00' 12" W, a distance of 60.33 feet; thence N 75° 14' 51" W, a distance of 51.54 feet; thence N 87° 00' 12" W, a distance of 225.48 feet, to a point on the easterly boundary of Parcel APN 011-300-010, depicted in said Record of Survey;

thence N 9° 03' 03" W, along said easterly boundary, a distance of 40.55 feet to a point on the south right-of-way of Olive Avenue; thence S 89° 05' 19" E, along said Olive Avenue right-of-way line, a distance of 374.83 feet to THE TRUE POINT OF BEGINNING.

Containing 19,948 square feet, more or less.

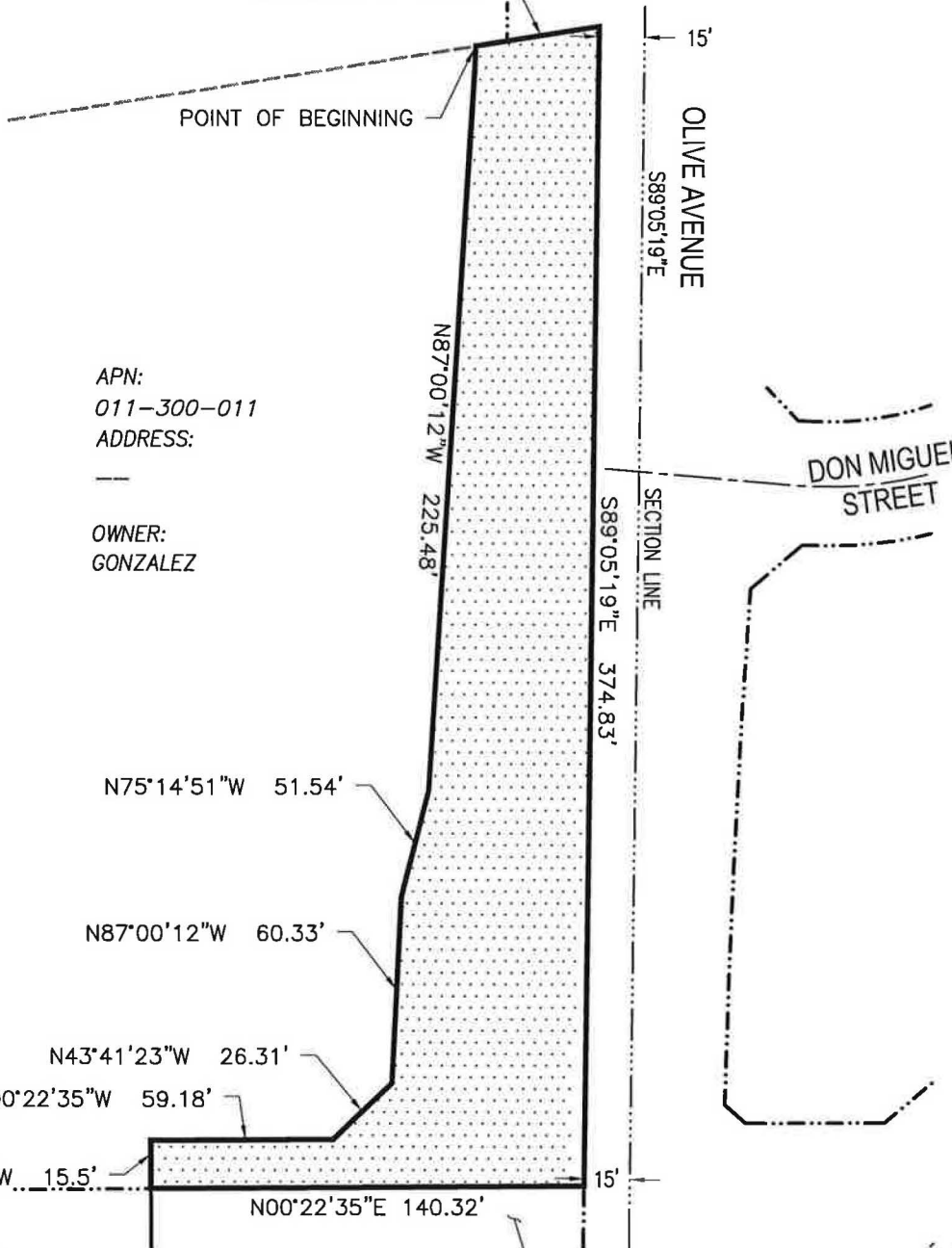
APN 011-300-011



Christian M. Bach 3-22-18

EXHIBIT "H"

N09°03'03"W 40.55'



APN:
011-300-011
ADDRESS:

OWNER:
GONZALEZ



SCALE: 1"=60'

ROOSEVELT AVENUE

EXIST. EASEMENT FOR
STREET & UTILITIES
RECORDED #9822039



INDICATES EASEMENT AREA TO BE
GRANTED TO THE CITY OF MADERA
CONTAINING ±19948 SQ. FT.



CITY OF MADERA - ENGINEERING DEPARTMENT

CITY: CITY OF MADERA
ADDRESS: 205 W. 4TH STREET
MADERA, CA 93637
SURVEYOR: CHRISTIAN M. BACH
R.C.E. NO. 18715
TELEPHONE: (559) 661-5418

REAL PROPERTY TO BE GRANTED TO THE
CITY OF MADERA BEING A PORTION OF...

F.B. NO _____
Dr. By: _____
Ch. By: _____
Date: _____

SCALE 1" = 60'

SHEET 1 OF 1

OWNER: SJR LLC, a California Limited Liability Company
PROJECT: Olive Avenue, Gateway Drive to Knox Street, Widening &
Reconstruction Project
ADDRESS: [REDACTED] APN: 011-300-010
SITUS: 644 E. Olive Avenue
Madera, CA 93638

**AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY
AND ESCROW INSTRUCTIONS**

SJR LLC a California Limited Liability Company, hereinafter called the “Seller”, without regard to number or gender, hereby offers to sell to the CITY OF MADERA, a municipal corporation, hereinafter called the “CITY”, the hereinafter described real property on the following terms and conditions:

1. The real property which is the subject of this Agreement, and which is hereunder for convenience referred to as the “Offered Property”, is all that real property situated in the City of Madera, County of Madera, State of California, more particularly described in Exhibit ‘A’ attached hereto.

2. The purchase price for the Offered Property shall be the sum of Fifteen Thousand, Five Hundred Dollars and No Cents (\$15,500.00) as just compensation therefor for land and improvements.

3. Seller warrants that the Offered Property is being acquired under threat of condemnation.

4. Seller represents and warrants that it has the authority to make the offer herein made, and that it holds fee title to the Offered Property.

5. The sale shall be completed by and through this Agreement upon the following terms and conditions, and Seller and City by their signature to this Agreement make this paragraph their purchase instructions:

a. City shall pay the sums specified in Paragraph 2 of this Agreement upon receipt and recording of the Easement Deed.

b. There shall be no proration of taxes and insurance.

c. Disbursements to be in the amounts, at the times, and in all respects in accordance with the terms and conditions and subject to the limitations of this Agreement.

6. Seller warrants that there will be no tenants on the Offered Property pursuant to any lease agreement.

7. It is agreed and confirmed by the parties hereto that, notwithstanding other provisions in this contract, the right of possession and use of the subject property by the City (including, but not limited to, the right to construct and install new improvements and to replace, repair, restore, remove, and/or dispose of existing improvements) shall commence upon execution of this agreement, and that the amount shown in Clause 2 herein includes, but is not limited to, full payment for such possession and use, including damages if any, from said date.

8. Grantor grants to the City, its permittees, contractors, agents or assigns, a right to enter upon, over, across, and under Grantor's property during the period of construction for the purpose of removal and replacement of existing owner improvements on the remaining parcel and for the purpose of facilitating the construction of the public improvement and accomplishing all necessary incidence thereto, including, but not limited to, the repair, replacement, restoration, removal, and/or disposal of existing improvements. Any actual damage of substantial interference with the possession of use of the adjacent land caused by City, its permittees, contractors, agents, or assigns shall be cured by same.

9. The obligation of the City to purchase the Offered Property is contingent upon the finding by City that there is no evidence that there may be hazardous or toxic materials located on the Offered Property. The cost of this determination is the sole expense of the City.

10. Time is of the essence of each and every term, condition, and covenant hereof.

11. It is understood and agreed that this Agreement shall become a contract for the purchase and sale of real property and improvements on the remaining parcel binding upon Seller and City, their heirs, executors, administrators, successors in interest, and assigns.

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12. This Agreement is executed by the City of Madera, by and through Mayor of the City of Madera pursuant to authority granted by the Council of the City of Madera on _____.

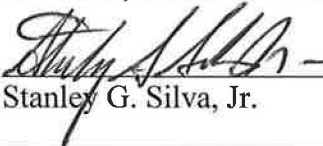
CITY OF MADERA,
A municipal corporation

By: _____
Andrew J. Medellin, Mayor

APPROVED AS TO FORM:
By: _____
Brent Richardson, City Attorney

ATTEST:
By: _____
Sonia Alvarez, City Clerk

SELLER
SJR LLC, a California Limited Liability Co.



Stanley G. Silva, Jr.

Tax I.D. (Soc. Sec. #)

Tax I.D. (Soc. Sec. #)

Exhibit 'A'

Right-of-Way Acquisition

Olive Avenue

Legal Description

APN 011-300-010, Owner SJR LLC

All that portion of the northeast quarter of the northwest quarter of Section 30, Township 11 South, Range 18 East, Mount Diablo Base and Meridian, in the City of Madera, County of Madera, State of California, according to Record of Survey, recorded April 17, 1986, in Book 32, Page 20, Madera County Records, being more particularly described as follows:

Commencing at the north quarter corner of said Section 30; thence S 0° 22' 35" E, along the quarter section line of said Section 30, a distance of 15.00 feet, to a point on the south right-of-way line of Olive Avenue; thence N 89° 05' 19" W, parallel with, and 15.00 feet south of, the north line of said Section 30, along said Olive Avenue right-of-way line, a distance of 394.78 feet to a point on the projection of the easterly boundary of Parcel APN 011-300-010, depicted in said Record of Survey; thence S 9° 03' 03" E, along the easterly boundary of said parcel, a distance of 41.04 feet to THE TRUE POINT OF BEGINNING;

Thence N 86° 34' 51" W, a distance of 238.31 feet to a point on the south right-of-way line of Olive Avenue; thence S 89° 05' 19" E, along said south right-of-way line, parallel with, and 45.00 feet south of, the north line of said Section 30, a distance of 236.25 feet, to a point on the easterly boundary of said Parcel APN

011-300-010; thence S 9° 03' 03 E, along the easterly boundary of said parcel, a distance of 10.58 feet, to THE TRUE POINT OF BEGINNING.

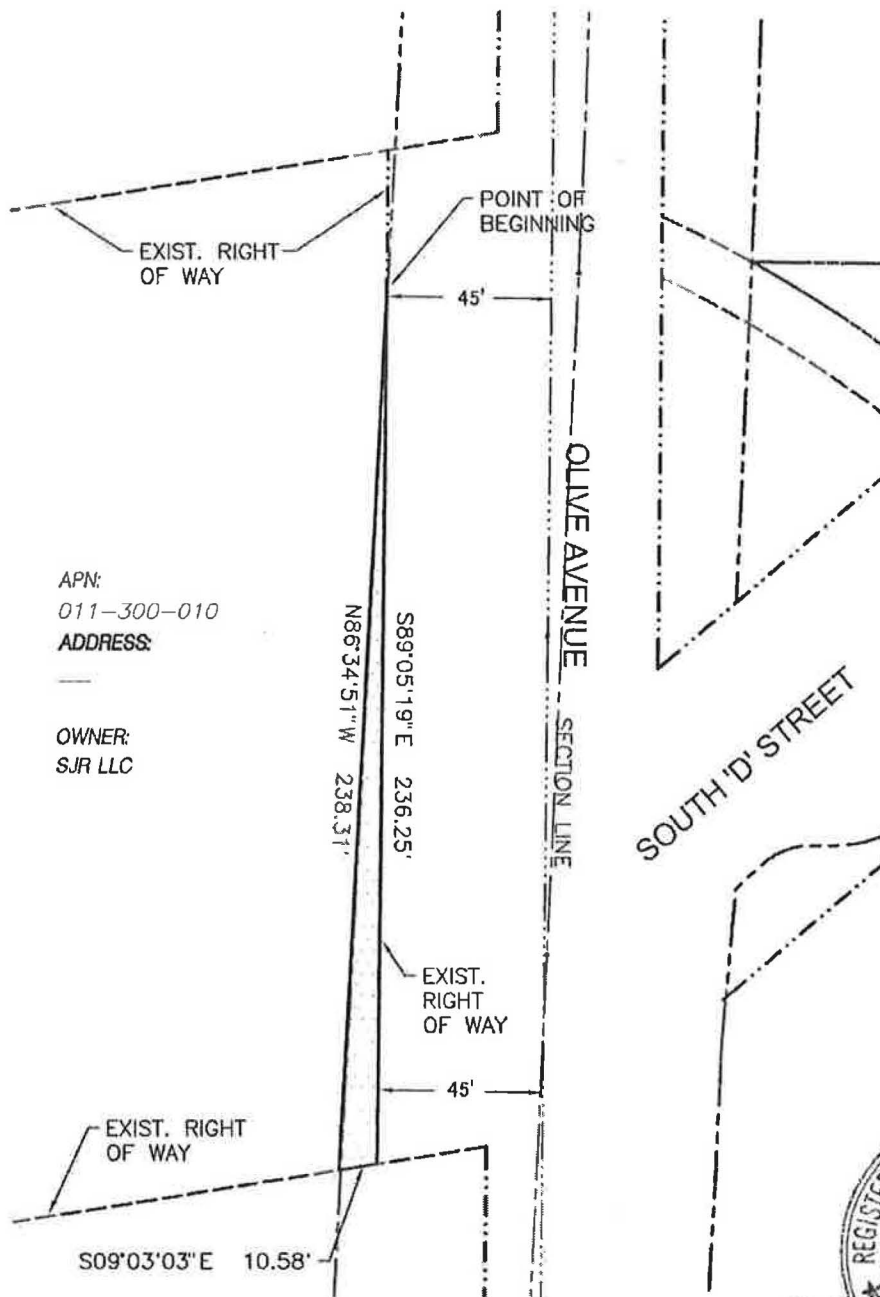
Containing 1271 square feet, more or less.

APN 011-300-010



Christian M. Bach 9-22-18

EXHIBIT "G"



APN:
011-300-010
ADDRESS:

OWNER:
SJR LLC



SCALE: 1"=50'



INDICATES REAL PROPERTY AREA TO BE GRANTED TO THE CITY OF MADERA CONTAINING ±1271 SQ. FT.

CITY OF MADERA - ENGINEERING DEPARTMENT

CITY: CITY OF MADERA
ADDRESS: 205 W. 4TH STREET
MADERA, CA 93637
SURVEYOR: CHRISTIAN M. BACH
R.C.E. NO. 18715
TELEPHONE: (559) 661-5418

REAL PROPERTY TO BE GRANTED TO THE CITY OF MADERA BEING A PORTION OF...

F.B. NO. _____
Dr. By: _____
Ch. By: _____
Date: _____

SCALE 1" = 50'

SHEET 1 OF 1

RECORDING REQUESTED BY:

City of Madera

AFTER RECORDING RETURN TO:

City of Madera

205 W. 4th Street

Madera, CA 93637

Attn: City Clerk

Fee waived per Section 27383 of the Government Code

No Fee Due

APN: 011-300-010

No Doc Tax Due R&T 11922

EASEMENT DEED

Fee waived per Section 27388.1(a)(2)(D) of the Government Code.

FOR A VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, **SJR LLC, A CALIFORNIA LIMITED LIABILITY COMPANY**, DOES HEREBY GRANT TO **THE CITY OF MADERA, A MUNICIPAL CORPORATION OF THE STATE OF CALIFORNIA**

An easement for street, sewer, water, storm drain, public utility and any and all other municipal purposes over, under, through and across, on and in the following described real property in the City of Madera, County of Madera, State of California, being more particularly described in the **LEGAL DESCRIPTION** attached hereto and made a part hereof:

Date: 8/14/18

Date: _____

By: [Signature]
Stanley G. Silva, Jr.

By: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

CIVIL CODE #1189

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

State of California)

County of ~~Madera~~ Monterey

On Aug. 14, 2018 before me, Lorena Miranda, Notary Public, personally appeared Stanley G. Silva Jr.

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: [Signature] (Seal)



Exhibit 'A'

Right-of-Way Acquisition

Olive Avenue

Legal Description

APN 011-300-010, Owner SJR LLC

All that portion of the northeast quarter of the northwest quarter of Section 30, Township 11 South, Range 18 East, Mount Diablo Base and Meridian, in the City of Madera, County of Madera, State of California, according to Record of Survey, recorded April 17, 1986, in Book 32, Page 20, Madera County Records, being more particularly described as follows:

Commencing at the north quarter corner of said Section 30; thence S 0° 22' 35" E, along the quarter section line of said Section 30, a distance of 15.00 feet, to a point on the south right-of-way line of Olive Avenue; thence N 89° 05' 19" W, parallel with, and 15.00 feet south of, the north line of said Section 30, along said Olive Avenue right-of-way line, a distance of 394.78 feet to a point on the projection of the easterly boundary of Parcel APN 011-300-010, depicted in said Record of Survey; thence S 9° 03' 03" E, along the easterly boundary of said parcel, a distance of 41.04 feet to THE TRUE POINT OF BEGINNING;

Thence N 86° 34' 51" W, a distance of 238.31 feet to a point on the south right-of-way line of Olive Avenue; thence S 89° 05' 19" E, along said south right-of-way line, parallel with, and 45.00 feet south of, the north line of said Section 30, a distance of 236.25 feet, to a point on the easterly boundary of said Parcel APN

011-300-010; thence S 9° 03' 03 E, along the easterly boundary of said parcel, a distance of 10.58 feet, to THE TRUE POINT OF BEGINNING.

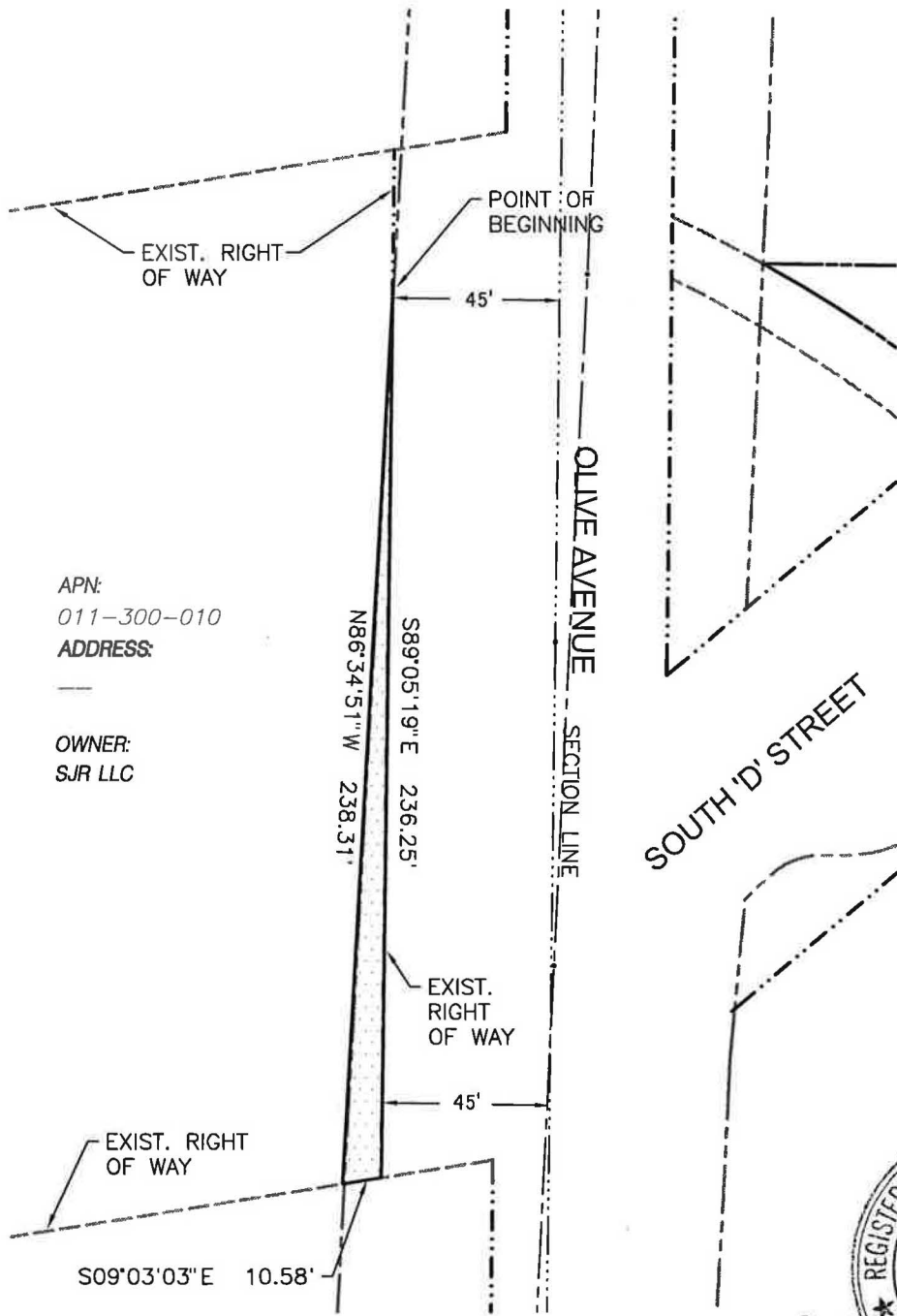
Containing 1271 square feet, more or less.

APN 011-300-010



Christian M. Bach 3-22-18

EXHIBIT "G"



SCALE: 1"=50'



INDICATES REAL PROPERTY AREA TO BE GRANTED TO THE CITY OF MADERA CONTAINING ±1271 SQ. FT.



CITY OF MADERA - ENGINEERING DEPARTMENT

CITY: CITY OF MADERA
ADDRESS: 205 W. 4TH STREET
MADERA, CA 93637
SURVEYOR: CHRISTIAN M. BACH
R.C.E. NO. 18715
TELEPHONE: (559) 661-5418

REAL PROPERTY TO BE GRANTED TO THE CITY OF MADERA BEING A PORTION OF...

F.B. NO. _____
Dr. By: _____
Ch. By: _____
Date: _____
SCALE 1" = 50'



REPORT TO THE CITY COUNCIL


COUNCIL MEETING OF September 5, 2018

AGENDA ITEM NUMBER B-6

APPROVED BY



GRANTS ADMINISTRATOR



CITY ADMINISTRATOR

For

SUBJECT:

CONSIDERATION OF A RESOLUTION APPROVING THE 2018 TRANSIT ASSET MANAGEMENT PLAN

RECOMMENDATION:

Staff recommends Council approve the 2018 Transit Asset Management Plan which will be presented to the Madera County Transportation Commission per state and federal requirements.

DISCUSSION:

The Moving Ahead for Progress in the 21st Century Act (MAP-21) is federal legislation with provisions intended to help the Federal Motor Carrier Safety Administration (FMCSA) in its important mission to reduce crashes, injuries and fatalities involving large trucks and buses. MAP-21 required the US Secretary of Transportation to develop rules to establish a system to monitor and manage public transportation assets to improve safety and increase reliability and performance, and to establish performance measures. The Fixing America's Surface Transportation (FAST) Act, which provides long-term funding certainty for surface transportation infrastructure planning and investment, reaffirmed this requirement.

As part of implementing MAP-21 with FAST Act funding, on July 26, 2016, FTA published the Transit Asset Management (TAM) Final Rule. The purpose of the Final Rule is to help achieve and maintain a state of good repair (SGR) for the nation's public transportation assets. SGR means maintaining the condition of our transit infrastructure such as the buses and maintenance facilities. Transit asset management is a business model that uses transit asset condition to guide the optimal prioritization of funding. The regulations apply to all Transit Providers that are recipients or subrecipients of Federal financial assistance under 49 U.S.C. Chapter 53 and which own, operate,

or manage transit capital assets used in the provision of public transportation. This includes the City of Madera.

A TAM plan must be updated in its entirety at least every 4 years, and it must cover a horizon period of at least 4 years. Staff have developed an initial TAM plan (see Exhibit A) which must be approved by Council and presented to Madera County Transportation Commission by October 1, 2018. The TAM Plan was developed by staff and reviewed by MCTC staff in addition to the Transit Advisory Board. With 7 of the 17 buses (or 41%) in the current fleet more than 8 years old, the average age of our fleet is 7.1 years. Our buses typically having a useful life of 7 years. This is primarily due to environmental factors, road conditions, and the City's diligent fleet maintenance staff that are experts in the types of buses we have and are able to keep them running. Staff has set a target to reduce the aged fleet to 26% of the total by next fiscal year and will revisit the target annually as capital funding and planning allows.

FINANCIAL IMPACT:

There is no fiscal impact to the General Fund or Transportation budgets.

VISION MADERA 2025 ACTION PLAN CONSISTENCY:

The projects and programs discussed in this report advance the following Vision Plan objectives: Strategy 121 of the Vision 2025 Plan to develop a city-wide multi-modal transportation plan to ensure safe, affordable and convenient transportation modes for residents and businesses within Madera.

RESOLUTION NO. 18 - _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA APPROVING THE 2018 TRANSIT ASSET MANAGEMENT PLAN**

Whereas on July 26, 2016, Federal Transit Administration published the Transit Asset Management (TAM) Final Rule; and

Whereas The purpose of the FTA Final Rule for Transit Asset Management is to help achieve and maintain a state of good repair (SGR) for all Transit Providers that are recipients or subrecipients of Federal financial assistance under 49 U.S.C. Chapter 53 and own, operate, or manage transit capital assets used in the provision of public transportation; and

Whereas City of Madera Transit Division as operators of public transit services is a direct recipient of FTA 5307 financial assistance in California subject to the FTA Final Rule; and

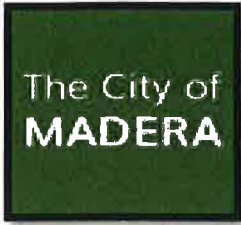
Whereas to collaborate with the Madera County Transportation Commission (MCTC) in development of the 2018 Madera TAM Plan, the City of Madera seeks to present an approved TAM Plan to MCTC.

**THE COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, HEREBY FINDS,
RESOLVES AND ORDERS AS FOLLOWS:**

1. The above recitals are true and correct.
2. The 2018 Transit Assessment Management Plan of the Madera Area Express public transit service, a copy of which is on file in the Office of the City Clerk, is hereby approved.
3. The 2018 TAM Plan will be presented to MCTC on October 1, 2018.
4. The resolution shall be effective immediately upon adoption.

.....

Exhibit A



2018 Transit Asset Management Plan



City of Madera Transit Asset Management Plan

Introduction

The City of Madera is located in central California in a region known as the San Joaquin Valley. The population, just over 66,000 is part of Madera County's population 155,000 and is the largest provider of transit services in the County with over 130,000 annual boardings on a fleet of 17 active vehicles. MAX operates three fixed routes with the main hub located at the Downtown Intermodal Facility. The City also operates Dial-A-Ride, a demand-response system.

Performance Targets & Measures

Asset Category - Performance Measures						
	Asset Class					
		2019 Target	2020 Target	2021 Target	2022 Target	2023 Target
REVENUE VEHICLES Age - % of revenue vehicles within a particular asset class that have met or exceeded their Useful Life Benchmark (ULB)	CU - Cutaway Bus	41%	26%	26%	26%	26%
		=7 of 17	=7 of 19			
	Non Revenue/Service Automobile	N/A				
EQUIPMENT Age - % of vehicles that met or exceeded their ULB	Steel Wheel Vehicles	N/A				
	Trucks and other Rubber Tire Vehicles	N/A				
	Administration	5%	2%	2%	2%	2%
FACILITIES Condition - % of facilities with a condition rating below 3.0 on the FTA Transit Economic Requirements Model (TERM) Scale	Maintenance	10%	10%	10%	10%	10%
	Parking Structures	N/A				
	Passenger Facilities	N/A				

Target Setting Methodology

City of Madera owns its assets and has a Fleet Maintenance Plan, Facilities Maintenance Plan, and Vehicle Replacement Schedule (as part of inventory list) in place. By FY2019, 41% of revenue vehicles will have met or exceeded the Useful Life Benchmark (ULB). Madera Transit Division (MTD) does not have equipment as defined by FTA, and current facilities are decades old with the majority not having a condition rating below 3.0 on the FTA Transit Economic Requirements Model (TERM) Scale.

TAM Vision

City of Madera's TAM Vision establishes the basis for long-term financial planning that reconciles both objectives of operations and maintenance. The broader goal is to collectively contribute to extend the useful life of assets. Ultimately investments in capital assets will be systematic, data driven, and support the highest level of customer service.

TAM and SGR Policy

The MTD State of Good Repair Policy is to operate all fleet and facilities assets at their full level of performance while maintaining economical, sustainable, and safe operating functionality.

TAM Goals and/or Objectives

GOALS	OBJECTIVES
Replace vehicles within no more than one year of their industry standard useful life benchmark	Obtain timely funding for vehicle replacement
	Conduct ULB evaluation at 7 years and properly dispose of all retired fleet assets as needed
Maintain 90% vehicle availability for service standard	Conduct on time and proactive Preventive Maintenance standards for all fleet vehicles
Maintain like new condition (TERM Score of 4 or better) of all facilities, infrastructure and non-fleet capital assets	Conduct on time inspections of all non-fleet capital assets in accordance with the Facilities Maintenance Policy
	Conduct facility repair and replacement on an as needed basis

About the TAM Plan

The TAM Plan covers a 4-year horizon period and will be reviewed annually in July for updates.

Roles and Responsibilities

Department/ Individual	Role (Title and/or Description)	Subrecipient
Ivette Iraheta	Grants Administrator - Accountable Executive	
Debra McKenzie	Program Manager - Asset Management	
Rosa Hernandez	Program Manager - Procurement	
Randy Collin	Fleet Operations Manager	
Phil Johnson	Facilities Manager	
Contract Administrator	Transit Operator	First Transit

City of Madera 2018 Transit Asset Management Plan

Capital Asset Inventory

Please see Appendix A (Asset Register) for the asset inventory listing.

Asset Inventory Summary

Asset Category	Total Number	Avg Age	Avg Mileage	Avg Value	% At or Past ULB
Revenue Vehicles	17	7.1	174,627	\$122,313	-
<i>BU - Bus</i>	0	-	-	-	-
<i>CU - Cutaway Bus</i>	17	7.1	174,627	\$122,313	-
Equipment	N/A	N/A	N/A	N/A	N/A
Facilities	5	43.5	N/A	\$266,943	N/A
<i>Administration</i>	3	51.3	N/A	\$284,565	N/A
<i>Maintenance</i>	2	20.0	N/A	\$214,079	N/A
<i>Parking Structures</i>	0	-	N/A	-	N/A
<i>Passenger Facilities</i>	0	-	N/A	-	-

Condition Assessment

Please see Appendix B (Asset Condition Data) for individual asset condition listing.

Asset Condition Summary

Asset Category	Total Number	Avg Age	Avg TERM Condition	Avg Value	% At or Past ULB
Revenue Vehicles	0	-	N/A	-	-
<i>CU - Cutaway Bus</i>	0	-	N/A	-	-
Equipment	0	-	N/A	-	-
Facilities	5	43.5	3.0	\$266,943	N/A
<i>Administration</i>	3	51.3	3.0	\$284,565	N/A
<i>Maintenance</i>	2	20.0	3.0	\$214,079	N/A
<i>Parking Structures</i>	0	-	-	-	N/A
<i>Passenger Facilities</i>	0	-	-	-	N/A

Decision Support

Investment Prioritization

Review of asset age, mileage, and/or condition.

Decision Support Tools

The following tools are used in making investment decisions:

Process/Tool	Brief Description
Bus Preventive Maintenance Schedule	PM standard schedule based on vehicle miles and OEM recommendations as outlined in Fleet Maintenance Policy. A and B inspection type standards used.
PM Program for facilities	Maintenance Policy and schedule for conducting facility PM and service on key facility buildings.

Risk Management

Risk	Mitigation Strategy
insufficient state/local funding for match on capital expenditures.	Confer with other departments on use of TDA funds; extend the anticipated date for vehicle replacement and facility improvements.

Maintenance Strategy

Asset Category	Asset Class	Maintenance Activity	Frequency	Avg Duration (Hrs)	Cost
RevenueVehicles	CU - Cutaway Bus	OEM recommended PM schedule	45 day inspection	2	\$90
RevenueVehicles	CU - Cutaway Bus	A Level Service	3000 miles	4	\$330
RevenueVehicles	CU - Cutaway Bus	B Level Service	6000 miles	6	\$490
Facilities	Administration	Inspections and routine maintenance	Annual		
Facilities	Maintenance	Inspections and routine maintenance	Annual		

Unplanned Maintenance Approach

Repairs outside of the scheduled preventive maintenance are conducted as requested and determined by Fleet Operations Manager and/or Facilities Manager.

Overhaul Strategy

Asset Category	Asset Class	Overhaul Strategy
RevenueVehicles	CU - Cutaway Bus	Overhaul Strategy is in line with FTA guidance. Rolling stock must have accumulated at least 40% of its useful life, and the overhaul is to ensure it reaches its maximum ULB.

Disposal Strategy

Asset Category	Asset Class	Disposal Strategy
RevenueVehicles	CU - Cutaway Bus	Cutaway Buses, once ULB is met or exceeded, are disposed of using the following method: 1) Approval received from both FTA and City Council to initiate disposal procedures (declared surplus by City); 2) Vehicles are inspected, and a vehicle condition form is completed by the maintenance department; 3) Vehicles are placed out to bid via online auction site; 4) Vehicle is sold to the highest bidder; 5) The Fleet Operations Manager documents sale; 6) The asset is written off the books by the City's finance department and removed from Tyler/Munis tracking; and 6) The highest bidder receives title, and removes the vehicle from the property.

Acquisition and Renewal Strategy

Asset Category	Asset Class	Acquisition and Renewal Strategy
RevenueVehicles	CU - Cutaway Bus	State directives and funding to reduce green gas house emissions and vehicle miles traveled as such over 50% of fleet are compressed natural gas vehicles. Cutaway ULB is 7 years and replacement can be forecasted up to four years in advance as part of the FTIP.

Appendix A: Asset Condition Data

A1: Revenue Vehicle Assets

Asset Category	Asset Class	Asset Name	Count	ID/Serial No.	Age (Yrs)	Vehicle Mileage	Replacement Cost/Value	Useful Life Benchmark (Yrs)	Past Useful Life Benchmark
Revenue Vehicle	Cutaway Bus	DAR-25-B30-18-2	1	1FD4E45S48DA59752	9	152021	\$95,543.00	7	Yes
Revenue Vehicle	Cutaway Bus	DAR-25-B31-18-2	1	1FD4E45S18DB29515	9	224461	\$93,433.00	7	Yes
Revenue Vehicle	Cutaway Bus	MAX-30-B32-18-2	1	1GBG5V1G99F404258	8	204906	\$130,911.00	7	Yes
Revenue Vehicle	Cutaway Bus	MAX-30-B33-22-2	1	1GBG5V1G49F405060	8	295701	\$117,109.00	7	Yes
Revenue Vehicle	Cutaway Bus	MAX-30-B34-22-2	1	1GBG5V1G39F405146	8	270717	\$117,109.00	7	Yes
Revenue Vehicle	Cutaway Bus	MAX-25-B35-22-2	1	1FD4E45S48DB57292	8	291416	\$65,000.00	7	Yes
Revenue Vehicle	Cutaway Bus	DAR-25-B36-18-2	1	1FD4E45S78DB57285	8	269119	\$66,216.00	7	Yes
Revenue Vehicle	Cutaway Bus	MAX-B37-18-2	1	1FD4E45S48DB57285	5	155340	\$128,548.00	7	No
Revenue Vehicle	Cutaway Bus	MAX-B38-18-2	1	1FD4E45S48DB57285	5	159845	\$128,548.00	7	No
Revenue Vehicle	Cutaway Bus	DAR-B39-18-2	1	1FD4E45S48DB57285	5	198105	\$72,514.00	7	No
Revenue Vehicle	Cutaway Bus	DAR-B40-18-2	1	1FD4E45S48DB57285	5	107415	\$115,052.00	7	No
Revenue Vehicle	Cutaway Bus	DAR-B41-18-2	1	1FD4E45S48DB57285	5	117216	\$115,052.00	7	No
Revenue Vehicle	Cutaway Bus	MAX-B42-18-2	1	1FD4E45S48DB57285	3	113726	\$244,591.00	7	No
Revenue Vehicle	Cutaway Bus	MAX-B43-18-2	1	1FD4E45S48DB57285	4	120267	\$244,591.00	7	No
Revenue Vehicle	Cutaway Bus	DAR-B44-18-2	1	1FD4E45S48DB57285	4	120838	\$114,389.00	7	No
Revenue Vehicle	Cutaway Bus	DAR-B45-18-2	1	1FD4E45S48DB57285	4	107223	\$115,361.00	7	No
Revenue Vehicle	Cutaway Bus	DAR-B46-18-2	1	1FD4E45S48DB57285	4	107592	\$115,361.00	7	No

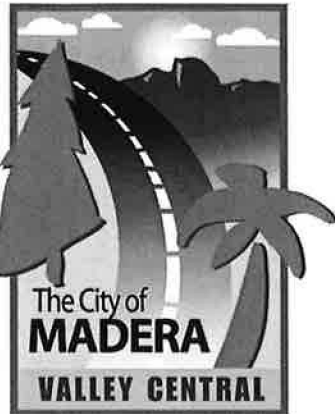
A2: Facilities Assets

Asset Category	Asset Class	Asset Name	Count	ID/Serial No.	Age (Yrs)	TERM Scale Condition	Replacement Cost/Value
Facilities	Administration	Intermodal Building	1	205 W. 4th Street	43.5	3	\$ 284,655
Facilities	Administration	City Hall	1	205 W. 4th Street	51.3	3	
Facilities	Administration	PW Offices	1	1030 S. Gateway	20	3	
Facilities	Maintenance	Bus Garage	2	1030 S. Gateway	20	3	\$ 214,079

Appendix B: Proposed Investment Project List				
Project Year	Project Name	Asset/Asset Class	Cost	Priority
2019	MAX Bus Acquisition (8 vehicles)	RevenueVehicles	\$1,409,000.00	High
2019	DAR Bus Acquisition (1 vehicles)	RevenueVehicles	\$115,000.00	High
2019	Madera Transit Center	Facilities	\$5,347,391.00	Medium
2020	DAR Bus Acquisition	RevenueVehicles	\$253,000.00	Medium
2021	DAR Bus Acquisition	RevenueVehicles	\$309,000.00	Medium

Appendix C: Fleet Replacement Module Output											
Total in Current Year \$		\$475,625		\$482,238		\$257,096		\$0		\$0	
Total in Year of Expenditure \$		\$475,625		\$482,238		\$257,096		\$0		\$0	
		2019		2020		2021		2022		2023	
Fleet Type (Year/Make/Model)	Number	Cost in 2018 \$	Number	Cost in 2018 \$	Number	Cost in 2018 \$	Number	Cost in 2018 \$	Number	Cost in 2018 \$	
2008 Starcraft Allstar-CNG											
2009 El Dorado Type VII	0		1	\$130,911.00							
2009 Chevy Aero-Elite	0		3	\$351,327.00							
2009 Starcraft Allstar	3	\$196,824.00									
2012 Ford E-450 Elkhart - CNG	1	\$111,942.80									
2013 Ford E-450 Starcraft - CNG	1	\$166,858.60									
2012 Ford E-450 Elkhart - CNG					2	\$257,096.00					

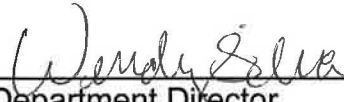
REPORT TO CITY COUNCIL



Council Meeting of September 5, 2018

Agenda Item Number B-7

Approved by:



Department Director



City Administrator

Consideration of a Minute Order Rejecting a Claim filed by Gene Turner

RECOMMENDATION

It is recommended Council reject the claim filed by Gene Turner. The City will send a rejection notice to Mrs. Turner.

HISTORY

A claim was filed on August 6th, 2018, by Mrs. Turner. The claimant is alleging damages to her vehicle's tire due to a pothole on the corner of Yosemite and Tozer. Mrs. Turner is seeking \$284.69 in damages.

SITUATION

The claimant alleges on August 2nd, 2018, she was driving on the corner of Yosemite and Tozer when she struck a pothole. According to Mrs. Turner this caused damages to her tire and alignment. Subsequently, she stated the pothole was repaired.

Suzanne Johnson, AIMS, investigated the claim. She spoke with Public Works and Engineering. According to both departments, the subject pothole was in the middle of Highway 145 and not on Tozer. Since the subject pothole was located on the SR-145 right-of-way, Cal Trans would be responsible for maintenance. Therefore, the City would not be responsible. Bob Mack, Streets Manger, confirmed that the City did not repair the pothole.

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

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

Rejection of claims filed under Government Code §910 is not addressed in the Vision or Action Plan; the requested action is also not in conflict with any of the actions or goals contained in that plan.

Jan 82 this was very hard on me and my wife. Also live on
very few of incomes, we get help from state to survive,
this is devastating to us, Our tire had alot of rubber,
please, this was responsibility of City we were told by others
that pothole had been there for some time.

Also this made us upset after we had other
~~to~~ tow guy put on spare tire. We went
to see pothole it had been ~~fixed~~. So
we know ~~at~~ some one must have called it in
I took pictures of our tire & repair to ~~street~~
street!

please read back of photo's



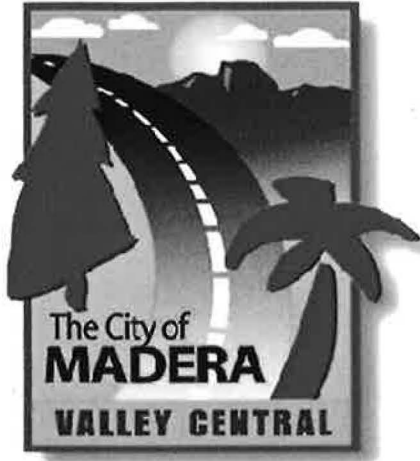
Imagery ©2018 Google, Map data ©2018 Google 100 ft

Set a home address

Set a work address

*Almost corner of
Yavapai
& Tanager*

Updated just now

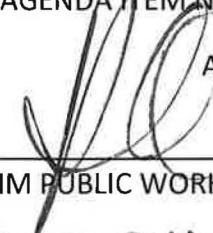


REPORT TO CITY COUNCIL

MEETING DATE: September 5, 2018

AGENDA ITEM NUMBER: B-8

Approved By:



INTERIM PUBLIC WORKS DIRECTOR



FBL CITY ADMINISTRATOR

SUBJECT:

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

RECOMMENDATION:

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

SUMMARY:

In April 2018, Council approved a month-to-month hangar Lease Agreement with the Madera County Sheriff's Department (County). The County has been utilizing this hangar for the past four months. Just prior to executing the original Agreement, the County requested that City staff notify them should a larger hangar become available. A larger hangar that meets the County's criteria has recently been made available and the County has indicated they wish to enter into a month-to-month Lease Agreement with the City. Historically, hangar leases such as this are signed internally by the Public Works Director; however, since this contract was brought to the Board of Supervisors for their approval on August 7th, staff felt City Council should be included in the approval of the Agreement.

FINANCIAL IMPACT:

The lease will generate \$2,400.00 revenue annually for the Airport. This monthly rental amount of \$200.00 is consistent with the T-hangar rental rate set by Council by Resolution on May 7, 2008. There will be no financial impact to the General Fund.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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

RESOLUTION NO. _____

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

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

WHEREAS, the City of Madera (City) has a vacancy in airplane hangar no. 89 at the Madera Municipal Airport; and

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

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

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

* * * * *

HANGAR LEASE AGREEMENT

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

RECITALS

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

NOW, THEREFORE, City leases Hangar No. 89, upon the following terms and conditions:

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

2. **RENTAL:** Lessee agrees to pay City a monthly rental in an amount set by the City Council. The initial rental amount is \$ 200.00 per month, payable on or before the first day of each month to the City's address as provided in Paragraph 25. The rental amount is subject to change annually as approved by the City Council.

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

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

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

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

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

7. ALTERATIONS AND MODIFICATIONS: Lessee shall not:

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

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

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

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

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

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

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

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

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

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

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

18. DEFAULT:

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

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

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

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

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

20. INSURANCE: Tenant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Tenant's operation and use of the rented premises. The cost of such insurance shall be borne by the Tenant.

Minimum Scope and Limits of Insurance

Tenant shall maintain limits no less than:

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

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

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

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

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

Waiver of Subrogation

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

Acceptability of Insurers

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

Verification of Coverage

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

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

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

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

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

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

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

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

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

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

Office: (559) 675-7770

Email: tpogue@co.madera.ca.gov

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

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

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

CITY OF MADERA

COUNTY OF MADERA

By: Andrew J. Medellin, Mayor



By: Tom Wheeler, Chairman, Board of Supervisors

ATTEST:

ATTEST:

Sonia Alvarez, City Clerk



Clerk, Board of Supervisors

APPROVED AS TO FORM
CITY ATTORNEY

APPROVED AS TO LEGAL FORM
COUNTY COUNSEL

By: Joel Brent Richardson

Mary E.
Binning

By: Mary E. Binning

Digitally signed by: Mary E. Binning
DN: CN = Mary E. Binning email =
mbinning@lozanosmith.com, C = US O = Lozano
Smith
Date: 2018.07.20 13:50:46 -0800



Exhibit A

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

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

Exhibit B

HANGAR INSPECTION LIST

Hanger # ___ Inspected ___/___/___

Walls:

Paint _____

Dents or Damage _____

Doors:

Paint _____

Dents or Damage _____

Rolling, opening & Locking _____

Floor:

Condition _____

Damage _____

Ceiling:

Paint _____

Sky Lights _____

Dents or Damage _____

Electrical:

Switch & Light _____

Any Other Wiring _____

Permitted Storage of flammable liquids:

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

Other Noted Items:

Exhibit C

AIRCRAFT INFORMATION FORM

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

Make: _____ Model: _____

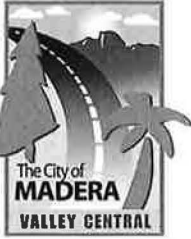
No. of Engines: _____ No. of Seats: _____

Registered Owner: _____

Principal Pilot if other than Owner: _____

Address: _____

Email: _____ Ph# (____) _____-_____

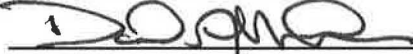


REPORT TO CITY COUNCIL

Approved by:



Department Director



For City Administrator

Council Meeting of: 9/05/18

Agenda Number: B-9

SUBJECT: Consideration of a Minute Order Authorizing Submittal of the Parade Entry Form and Authorizing the Mayor to Sign the Hold Harmless Agreement for Council Participation in the Old Timers Day Parade

RECOMMENDATION: Staff requests approval of a minute order authorizing submittal of the entry form and authorizing the Mayor to sign on behalf of the City the Hold Harmless Agreement for Council participation in the Old Timers Day Parade scheduled 9/29/18.

DISCUSSION: The City Council has traditionally participated in the Old Timer's Day Parade. The parade is a popular community event which draws City and County residents alike to downtown Madera. The Council has used a variety of vehicles over the years as their parade entry with fire engines and police vehicles being the most common.

Staff requests Council approve the recommended action as stated above.

FINANCIAL IMPACT: The parade entry fee of \$75 is a budgeted expense.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN: While this action is not specifically identified in the Vision and Action Plan; it is closely aligned with Strategy 317.4, develop and encourage gatherings, festivals, and events.

Old Timers Day Parade

In submitting this application, the Applicant and its agents and assigns, _____ agrees to release and hold the, Madera Downtown Association, City of Madera, and Madera Kiwanis Club, and their directors, Members employees, and other representatives harmless, and to promptly indemnify same from and against any and all claims, actions, damages, liability of every type and nature, including all costs and legal expenses incurred by the applicant or any other party, by reason of any activity arising under or in connection with the applicant's participation in the Old Timers' Day Parade, including but not limited to loss of life, personal injury and/or damage to property arising from or out of any occurrence, omission or activity to such participation. In the event the Madera Downtown Association, City of Madera, and Madera Kiwanis Club of shall be made a party to any litigation commenced by or against the Applicant, then the Applicant shall hold the Madera Downtown Association, City of Madera, and Madera Kiwanis Club, harmless and shall pay all costs, expenses and attorney's fees incurred or paid by them in connection with such litigation. In signing below, I verify that in consideration of your accepting this entry, I intend to be legally bound for myself, my heirs, executors & administrators, waive and release any & all rights I may have against the Madera Downtown Association, City of Madera, and Madera Kiwanis Club, and all other associated sponsors, promoters and agents for any & all injuries suffered by me in conjunction with and/or arising in and out of my traveling to, participation in , and returning from Madera Old Timers' Day Parade.

By signing this document, the applicant certifies that they have read, understand and will comply with the Old Timers' Day Parade Rules and Regulations. The applicant further certifies that all members participating in the unit identified in the application have been advised of and are knowledgeable of said rules and regulations and have agreed to comply with them. The applicant further agrees to hold harmless, the Madera Downtown Accusation, City of Madera, and Madera Kiwanis Club and its designated representatives, volunteers and sponsors, for all claims, damages and liability arising from any injury associated with the parade in any manner.

Signed: _____ Date: _____

THIS HOLD HARMLESS AGREEMENT MUST BE SIGNED OR THE APPLICATION cannot be submitted.

I agree to the Hold Harmless Agreement.

Name of AUTHORIZED REPRESENTATIVE TO GIVE CONSENT (Please Print):

SIGNATURE OF AUTHORIZED REPRESENTATIVE TO GIVE CONSENT:

_____ Date: _____

Old Timers' Day Parade Committee
c/o Madera Downtown Association
P.O. Box 812
Madera, CA 93639



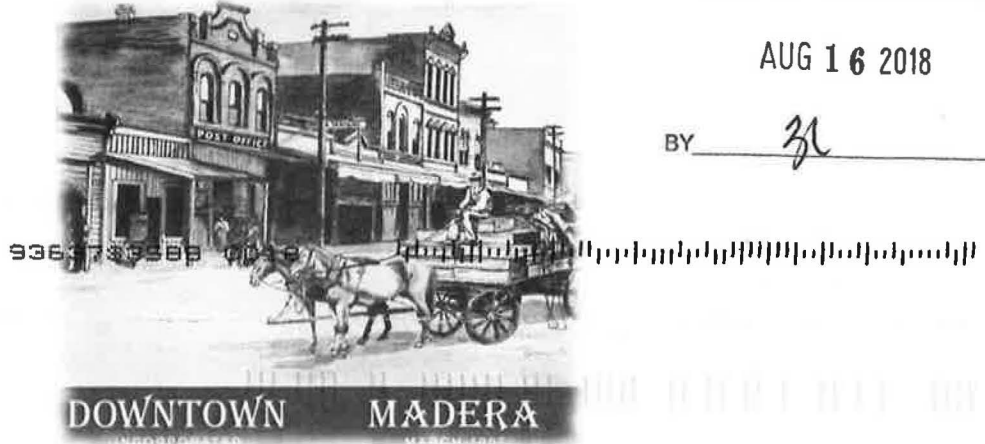
**The Madera Downtown Association
Presents the 2018
Old Timers Day Parade
Saturday, September 29, 2018 at 10:00 a.m.
Entries due by September 19, 2018**

RECEIVED
OFFICE OF THE CITY CLERK

AUG 16 2018

BY *JK*

CITY OF MADERA
CITY COUNCIL
205 W. 4TH ST
MADERA CA 93637



Publicity Information:

Please tell us a little about your entry, your past awards, and other parades you've been involved in. If yours is a float, please tell us who built it, the name of your sponsors, etc. This information will be read aloud by the parade announcer, and will be used in pre-parade publicity. Please limit your scrip to 50 words. It will be complete once payment is received. We will edit your script if necessary. You can mail your scripts in to the Madera Downtown Association P.O. Box 812 Madera CA 93639. You may also drop off your applications at Peck's Printery - 201 South Pine Street. Please include your email so we can get in contact with you if there are any questions.

Please include your email: _____

Mail To: Madera Downtown Association- P.O. Box 812, Madera, CA 93639

Drop Off: Peck's Printery

201 S. Pine St., Madera, CA 93637

NO RECEIPT GIVEN

FOR YOUR RECORD

Categories of Entry

Class 1: Floats

1. Commercial
2. Youth Groups
3. Organizations

Class 2: Military Units

1. Drill Teams
2. Color Guard

Class 3: Bands

1. High School (over 1600 Students)
2. High School (700-1599 Students)
3. High School (100-699 Students)
4. Junior High School

Class 4: Drill Teams (Non Military)

1. Auxiliary – Jr
2. Auxiliary – Sr

Class 5: Majorette/Drum Majors

1. Majorette, Peewee Group (3 or more)
2. Majorette, Single Junior
3. Majorette, Single Senior
4. Majorette, Jr. Group (3 or more)
5. Majorette, Sr. Group (3 or more)
6. Drum Major, Junior High
7. Drum Major, Senior High

Class 6: Open Classes

1. Future Horseman (1 thru 8) Costume or Western
2. Junior Equestrian (9 thru 12)

Class 7: Divided Classes

(Male & Female)

1. Mounted Group
2. Color Guard
3. Charro/Charra
4. Parade Horse or Pony
5. Charro/Charra Costume
6. Working Western (Jr.)
7. Working Western (Sr.)
8. Fancy Dressed Western (Jr.)
9. Fancy Dressed Western (Sr.)
10. Plain Western (Jr.)
11. Plain Western (Sr.)
12. Novelty-Fiesta (Jr. & Sr.)

Class 8: Hitch Classes

1. Horse
2. Pony
3. Mule

Class 9: Special Groups

1. Antique Auto
2. Antique Auto Group (3 or more)
3. Classic Auto
4. Classic Auto Group (3 or more)
5. Decorated Auto, Truck, Car or Boat
6. Dune Buggy or 4-Wheel Drive
7. Comic
8. Street Rods
9. Motorcycle
10. Old Fire Trucks

Class 10: Youth Groups

1. Dance Group
2. Performing Gymnastic Group
3. Youth Comic
4. Scout Troops
5. Bike Group/Club
6. Cheer
7. Youth Activities-Other

Class 11: Non-Judged

1. Commercial
2. Political Group /Individual
3. Miscellaneous

Parade Rules

1. Parade starts at 10:00 a.m. SHARP!
2. Forward motion at all times. Units will be penalized for delay.
3. Maintain approx. 50 ft. between units.
4. No throwing or distributing of objects to spectators.
5. Junior Units are age 13 and under.
6. Senior Units are age 14 and older.
7. Band should play often along parade route.
8. Identification numbers are to be placed in view of the judges.
9. Entries involving vehicles or animals must maintain control of same at all times.
10. An entry may enter only one parade category.
11. Units with sound or unusual noise must indicate so on entry form.
12. Only one trophy awarded per entry.

13. Children under age 6 may not enter unless accompanied by a person 18 or older.
14. Parade officials will be clearly identified. Follow any directions they give.
15. Parade goes on, rain or shine.

Awards

- First-Trophy
Second – Trophy
Third - Trophy

Bands: In addition to 1st, 2nd and 3rd place trophies, the school who places first overall (band, aux. and drum major) will receive \$200.00.

Equestrian: The top overall equestrian will receive \$150.00, 2nd overall will receive \$100.00 and 3rd overall will receive \$50.00. Trophies will be awarded for all equestrian entries.

Parade awards will be presented on parade day at Courthouse Park at 1:00 p.m.
"Day in the Park" activities to commence at 12:00 noon to include a B.B.Q. and craft and food booths.

Parade Date: September 29, 2018

Entries Close on Sept. 19, 2018

Political & Commercial	\$75.00
All Others	\$45.00
Late fee after 09/19/18	\$20.00

No fee for Bands
Equestrians will be judged by a CSHA judge.

Completed applications can be mailed to:
Madera Downtown Association
P.O. Box 812
Madera CA 93639
Or dropped off at Pecks Printery 201 S. Pine St.
Madera, CA 93637

**NO RECEIPT GIVEN
MAKE COPY FOR YOUR RECORDS**

Entry Form
2018 Old Timers' Day Parade
Saturday September 29, 2018
Entries Close September 19, 2018

Type of Entry Jr. _____ Sr. _____

Class # _____ Category # _____

Organization Name _____

Your name _____

Address _____

City _____ Zip _____

Phone _____

of Participants _____ # of Vehicles _____

Does the entry have sound? _____

Approx length of entry _____

My signature certifies the category of entry in which I wish to be judged. In entering this event, I agree to accept the decision of the duly appointed judges and to abide by all the rules and regulations of the event. I agree to release the Old Timer's Day Committee and their associates from any and all responsibility for loss, damage and/or injury to any person or property from any participation in this event.

Signature of Authorized Rep _____ Date _____

Make Checks Payable to:
Madera Downtown Association
Please include attached script!

Mail to: Parade Committee
PO Box 812
Madera CA 93639

Amount of Check Enclosed \$ _____
NO MONEY NO ENTRY

Note for judging - each entry must be listed on a separate form.

REPORT TO THE CITY COUNCIL

COUNCIL MEETING OF September 5, 2018

AGENDA ITEM NUMBER B-10

APPROVED BY



DEPARTMENT HEAD



CITY ADMINISTRATOR

SUBJECT: CONSIDERATION OF A WRITTEN REQUEST BY THE ORIGINAL MADERA KIWANIS CLUB SEEKING COUNCIL APPROVAL TO COVER THE COST OF POLICE AND PUBLIC WORKS FEES IN CONJUNCTION WITH THE OLD TIMERS' DAY PARADE

RECOMMENDATION:

Staff recommends Council approve the participation of police and public works for traffic and clean-up at no cost to the Kiwanis Club in association with Old Timers' Day Parade.

SUMMARY:

The Original Madera Kiwanis Club will be sponsoring the annual Old Timers' Day Parade on September 29, 2018 from 10:00 am to 12:00 pm. Historically, the Council has recognized this function as a community event and has covered the cost associated with traffic control and clean-up.

DISCUSSION:

The Madera Kiwanis Club has requested the City Council cover the costs associated with Police Department, Public Works, and Parks involvement with the event. Costs include traffic and crowd control, as well as clean-up. Each Department is prepared, to provide these services at the direction of Council.

The Kiwanis Club will be required to obtain the appropriate encroachment permits for use of City streets as part of the parade route.

As is City policy, insurance binders (Special Events Insurance) to transfer liability and property damage claims from the City to parade sponsors are to be provided by the Madera Kiwanis Club.

FINANCIAL IMPACT:

The cost of providing City services to assist with traffic and crowd control is estimated at \$1,498 to pay for overtime and straight time for four officers. Public Works expenses for the day are anticipated at \$600 and the Parks Department's costs are estimated at \$721. These figures represent the cost of personnel's time that would be on duty already, except for the police officer who will be brought in on overtime., The total amount that the Madera Kiwanis Club is petitioning Council for relief is \$2,819.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

- Strategy 317: "Develop and encourage festival, gatherings, and events..."
- Strategy 313: "Provide year-round programs fostering community pride..."

MADERA KIWANIS CLUB

p o Box 1122

Madera CA 93639

City of Madera

City Clerk,

On behalf of the the Madera Downtown Association, the Madera Kiwanis Club is requesting to go before City Council at the September 5th Council meeting for the purpose of requesting a waiver of the fees for services for the Madera Police Department at the Old Timers Day Parade on September 29th

Respectfully,

Dennis Smith

Madera Kiwanis Club

559 232 7777

Madera City Clerk

RECEIVED

By: Alvarez

Date: 8/16/18

C. City Administrator
City Attorney
Chief of Police
Comm. Dev. Dir.



REPORT TO THE CITY COUNCIL

COUNCIL MEETING OF Sept. 5, 2018

AGENDA ITEM NUMBER B-11

APPROVED BY


GRANTS ADMINISTRATOR


For CITY ADMINISTRATOR

SUBJECT: CONSIDERATION OF A RESOLUTION AUTHORIZING THE CITY TO MAKE AN APPLICATION FOR AWARD TO THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM FY 2018 LOCAL SOLICITATION

RECOMMENDATION

Staff recommends Council approve a resolution authorizing submission of application to the Edward Byrne Memorial Justice Assistance Grant program.

DISCUSSION

The U.S. Department of Justice makes allocations of Edward Byrne Memorial Justice Assistance Grant (JAG) funds to state and local governments on a formula basis. JAG funds support all components of the criminal justice system, from multi-jurisdictional drug and gang task forces to crime prevention and domestic violence programs. In general, the FY 2018 JAG program is designed to provide additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice. The Bureau of Justice Assistance (BJA) estimates that it will make up to 1,147 local awards totaling an estimated \$84,500,000. The City of Madera received notification on July 20, 2018 that it has been allocated \$34,141 as part of the JAG program's FY 2018 solicitation.

Staff has evaluated the needs of the Madera Police Department and considering the City's current economic circumstances believes our community should make use of these JAG funds for the annual lease payment for the existing in-car camera system and the acquisition of a new body-worn camera system for our officers. Given the substantial resources this program provides and the City's law enforcement needs, Staff urges Council to approve a resolution authorizing submission of an application and authorizing

City Administrator to sign all documents relating to the submittal of the application and the implementation of the JAG FY 2018 Local Solicitation grant award, to fund these proposed expenditures. This award will be 4 years in length, and the performance period will be from October 1, 2017 through September 30, 2021.

FISCAL IMPACT

Submission of a JAG application and subsequent award of this grant may provide the City with \$34,141 in federal grant funding to support local law enforcement. As a result, it will not adversely affect the General Fund and may actually benefit it by defraying costs within the Police Department.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

Receipt of JAG funding directly supports the following Vision Plan strategies:

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

Strategy 115.3 – Develop a financial plan to provide appropriate infrastructure to carry out the General Plan update, seek and retain grants, support appropriate bonds.

Strategy 421– First Response Emergency Services: Ensure the safety and protection of Madera and its community members through adequate first response to emergencies. Maintain sufficient resources to expand protection as the community grows.

RESOLUTION NO. 18-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, AUTHORIZING THE CITY TO MAKE AN APPLICATION FOR AWARD TO THE 2018 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM

WHEREAS, the City of Madera Police Department (MPD) is responsible for the safety of the citizens of the community; and

WHEREAS, the MPD expends considerable resources in its efforts to provide frontline law enforcement services to the community; and

WHEREAS, the MPD requires adequate equipment in order to perform its responsibilities; and

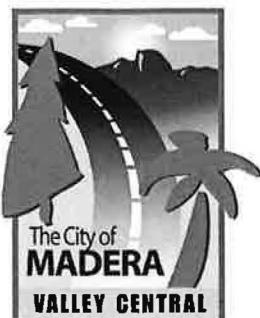
WHEREAS, the City Council of the City of Madera supports the efforts of the Madera Police Department to secure resources by the most efficient means possible; and

WHEREAS, the Congress of the United States has allocated \$34,141 through the Edward Byrne Memorial Justice Assistance Grant (JAG) program to the City of Madera to be used for front line law enforcement services.

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

1. The above recitals are true and correct.
2. The Grants Department is directed to submit an application to obtain all available JAG funding.
3. The City Administrator, or his/her designee, is hereby authorized to execute all documents required for the application and implementation of the grant award.
4. This resolution shall be effective immediately upon adoption.

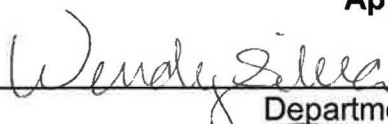
REPORT TO CITY COUNCIL



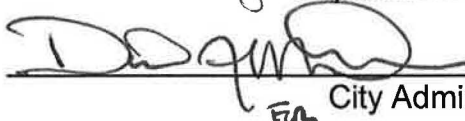
Council Meeting of September 5, 2018

Agenda Item Number B-12

Approved by:



Department Director



City Administrator

Consideration of a Resolution Approving a Memorandum of Understanding between the City of Madera and the Madera Affiliated City Employees' Association and Authorizing the City Administrator to Sign the Memorandum

RECOMMENDATION

It is recommended Council approve the Memorandum of Understanding (MOU) between the City of Madera (City) and the Madera Affiliated City Employees' Association (MACEA) representing the General Bargaining Unit and authorize the City Administrator to sign the memorandum.

HISTORY

The existing MOU between the City and the General Bargaining Unit expired June 30, 2018. Representatives of the City and MACEA met and conferred in good faith through the collective bargaining process and have reached agreement on the terms of a new MOU. The meet and confer process included participation in mediation overseen by the State Mediation and Conciliation Service, a division of the Public Employee Relations Board (PERB). The mediator met with the City and with MACEA representatives individually and drafted a "Mediator's Proposal" that he believed was in the best interests of both parties after hearing all proposals and reasoning by the parties.

SITUATION

The proposed MOU is based on the Mediator's Proposal and provides for the following:

- A one year agreement, effective through June 30, 2019.
- There will be no changes to the existing salary schedule nor will there be any cost of living adjustments. However, each employee represented by

MACEA will receive a one time payment of \$500 after the MOU has been approved.

- Language was added regarding MACEA notification of new hires and access to new employee orientation consistent with the requirements of AB119 and SB866. This also includes language regarding dues deduction authorizations and notification, also consistent with SB866.
- The City's contribution toward medical, dental and vision insurance will be equal to the premium for said plan based on enrollment level (employee only, employee + 1, or employee + family).
- The amount of education reimbursement for college expenses will be increased from up to \$1,800/fiscal year to \$2,400/fiscal year. This reimbursement is for college coursework with a grade of C or better and any required text books.
- Employees represented by MACEA will be eligible for education or certificate pay of 3% for obtaining a Bachelor's degree related to their field of work or obtaining specific certificates for specific positions as outlined in the proposed MOU. If the City pays for study courses, study materials or testing to obtain the certificate, then the employee must sign an agreement requiring them to remain employed for two years following the start of the certificate pay or they will reimburse the City the cost of the study course/materials/testing process.
- Standby pay requirements were modified to indicate that Wastewater Treatment Plant Standby personnel must be able to respond within one (1) hour of call-out; all other standby personnel will remain at a twenty (20) minute response time. Additionally, the parties have agreed to a thirty (30) minute minimum for call-outs. This represents the normal minimum time currently attributed to call-outs requiring the employee to physically respond to the scene. The 30-minute minimum also provides that if the response is handled remotely, any subsequent calls during the initial 30-minute period will be considered one call-out.
- Under the City's Personnel Rules & Regulations, an employee is not deemed to have passed probation until the Department Head files a written recommendation to that effect with the Personnel Officer. The new MOU contains a provision that if the Department Head fails to file the written recommendation within seven (7) days of the employee's probation date or fails to file a request to extend an employee's probation, the employee will be deemed to have passed probation. Both parties agree that if an employee should not pass probation then this should be known and dealt with in advance of the 1-year probationary date.
- City-paid life insurance will increase from \$15,000/employee to \$25,000/employee for employees represented by MACEA.
- Employees will be eligible for up to three (3) days of non-chargeable bereavement leave in the event of the death of the employee's parent, spouse or child.
- The reasons for sick leave use have been modified to state that if an employee is approved for Family Medical Leave Act (FMLA) or California

Family Rights Act (CFRA) leave, the employee may use sick leave for the absence regardless of the reason for leave. It is required that the employee complete any required paperwork to certify the need for leave along with timely notification of the need for leave.

A revised MOU reflecting these changes is on file with the office of the City Clerk and referred to for further particulars.

FISCAL IMPACT

The estimated annual cost of the agreement is \$77,472 for the modification to life insurance, education/certificate incentive pay and the one-time payment. The new contribution for health benefits is less than the prior fiscal year, representing a savings for this unit of approximately \$87,138. This change in the health benefits was already captured in the adopted 2018-19 budget. The net estimated annual cost of the agreement is (\$9,666). This does not include a monetary value for items such as the non-chargeable bereavement leave, modification to sick leave requirements, education reimbursement modification and other similar provisions as these vary from year-to-year and there is no specific recurring monetary value to assign.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

Labor relations between the City and its respective bargaining units are not specifically 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
APPROVING A MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF MADERA AND MADERA AFFILIATED CITY EMPLOYEES'
ASSOCIATION REPRESENTING THE GENERAL BARGAINING UNIT
AND AUTHORIZING THE CITY ADMINISTRATOR TO SIGN THE MEMORANDUM

WHEREAS, the City of Madera (City) wishes to establish reasonable rules, regulations and compensation for its staff within the financial limits of the organization; and

WHEREAS, a Memorandum of Understanding (MOU) between the City and the General Bargaining Unit expired June 30, 2018; and

WHEREAS, in accordance with the Meyers Milias Brown Act, the City of Madera has met and conferred in good faith with Madera Affiliated City Employees' Association (MACEA) representatives to negotiate a successor MOU for the General Bargaining Unit, including participation in mediation; and

WHEREAS, an MOU has been prepared based on the outcome of said mediation, and such MOU is acceptable to both parties.

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 Memorandum of Understanding between the City of Madera and the Madera Affiliated City Employees' Association for September 5, 2018- June 30, 2019, on file with the Office of the City Clerk and referred to for further particulars, is approved.
3. The City Administrator is authorized to sign the Memorandum of Understanding on behalf of the City of Madera.
4. This resolution is effective immediately upon adoption.

* * * * *

GENERAL BARGAINING UNIT

MEMORANDUM OF UNDERSTANDING

BETWEEN

ASSOCIATION THE MADERA AFFILIATED CITY EMPLOYEES' ASSOCIATION

AND

THE CITY OF MADERA

Effective September 5, 2018 to June 30, 2019

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Article I – Introduction

The duly authorized representatives of the City of Madera, hereinafter referred to as the “City”, and the Madera Affiliated City Employees’ Association, hereinafter referred to as the “Association”, having met and conferred in good faith, do hereby jointly prepare and execute this Memorandum of Understanding (MOU).

It is the purpose of this MOU to affirm, promote and provide for harmonious relations, cooperation and understanding between the City and the employees covered by the agreement. It is also intended to provide an equitable means of resolving any misunderstanding or differences, which may arise regarding wages, hours and other terms and conditions of employment.

Article 2 – Full Understanding

This MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other existing understanding or agreement by the parties whether formal or informal, regarding any such matters are hereby terminated.

This MOU shall govern in case of conflict with provisions of existing City and Department rules, regulations, and ordinances pertaining to wages, hours, and other terms and conditions of employment. Otherwise, existing City and Department rules, regulations and ordinances shall be effective and the City Council retains its power to legislate or take other appropriate actions not in conflict with the MOU.

Except for emergencies, the Association if affected shall be given reasonable advance written notice, not less than two weeks, of the proposed modification or adoption of any rule, regulation, or ordinance directly related to matters within the scope of representation and shall be given the opportunity to meet and confer with the City prior to adoption.

Article 3 – Recognition

Pursuant to Section 3500-3510 of the Government Code of the State of California, the Association is hereby recognized as the Certified Employee Organization having exclusive representation for all employees whose classifications are in the representation units designated as General. The classes and negotiated salaries in this unit are listed in the Exhibit A, attached hereto.

The Association and the City recognize and acknowledge their mutual obligation and responsibility to effectuate the purpose set forth in, and to adhere to the conditions and clauses set forth in this MOU.

No lock-out of employees shall be instituted by the City during the term of this Agreement. No strike of City employees shall be caused or encouraged by the Association during the term of this Agreement.

Article 4 – Non-Discrimination

No employee covered by the Agreement shall be discriminated against by the City, or by the Association by reason of race, color, religion, sex, age, national origin, disability, political affiliation or sexual orientation. The City will not interfere or discriminate in any way against any employee by reason of membership in the Association.

Article 5 – Management Rights

The City recognizes its obligations to meet and confer in good faith in accordance with the Meyers Milius Brown Act. However, it is understood and agreed that the City retains all its powers and authority to manage municipal services and the workforce performing those services. It is agreed that during the term hereof the City shall not be required to meet and confer on matters which are solely a function of management, including but not strictly limited to:

- Determine and modify the organization of City government and its constituent work unit.
- Determine the nature, standards, levels and mode of delivery of services to be offered to the public.
- Determine the budget, organization, merits, necessity, methods, means, numbers, classification and kinds of personnel by which services are to be provided.
- Determine what types of goods or services shall be made or provided by the City.
- Supervise and direct the work of employees.
- Discharge, suspend, demote, reduce in pay, reprimand, withhold salary increase and benefits, or otherwise discipline employees, subject to just cause and the requirements of applicable law.
- Relieve employees from duty because of lack of work or lack of funds or other legitimate reasons.
- Implement rules, regulations, and directives consistent with law and the specific provisions of this MOU.
- Take all necessary actions to protect the public and carry out its mission in emergencies.

- All City rights formerly or presently claimed or vested in the City on the effective date of this MOU, even though not specifically set forth above, are retained by the City unless clearly and explicitly modified or restricted in this MOU.

Article 6 – Association Security

The Association recognizes its obligation to cooperate with the City to assure maximum service of the highest quality and efficiency to the citizens of the City of Madera, consistent with its responsibilities to the employees it represents and as the Certified Employee Organization.

The Association recognizes its responsibility as the designated representative and agrees to represent all employees in the Unit without discrimination of any type, interference, restraint or coercion, subject to the right of such employees to represent themselves individually in their employment relations with the City.

The City will provide the Association with two weeks advance notice, or as soon as possible, of any new employee's orientation and will give an Association representative 20 minutes as part of that orientation. The Association's part of the orientation will take place the 2nd work day of the new employee in an appropriate break room. The Association will be given a new employee's name, work unit, job classification, home address, personal cell phone, rate of pay and start date prior to the employee's start date to the extent the information is available.

The Association agrees to follow City Resolution No. 4775, Article 111, Section 3.1, which requires the Association to submit any changes of information regarding the Association filed with the City by the exclusive representative, to be submitted to the Employee Relations Officer within fourteen (14) days of such change.

The Association recognizes the City Administrator for the City of Madera, or such other person as may be designated, as the designated representative of the City pursuant to Resolution No. 4775 established by the City, and agrees to meet and confer in good faith promptly upon request by the City and continue for a reasonable period of time in order to exchange freely information, opinions and proposals.

"Scope of Representation" shall include all matters relating to employment conditions and employer-employee relations including, but not limited to, wages, hours, and other terms and conditions of employment except, however, that the scope of representation shall not include consideration of merits, necessity or organization of any service or activity provided by law or executive order.

The Association is the exclusive representative of all employees holding a permanent position within these classes described in this Memorandum of Understanding. However, it is understood that individuals may select to represent themselves.

Article 7 – Association Rights

The Association may designate different official representatives for the purpose of meeting and conferring regarding departmental issues and at the City level. The Association may also designate alternates to such official representatives for the purpose of specific meetings by advance notice to the City Administrator or designee.

The City shall provide release time for up to six (6) General Bargaining Unit (GBU) Stewards upon request for the following purposes:

- Investigation of grievances and potential grievances;
- Attendance at meetings of disciplinary nature when presence is requested by an employee;
- Attendance at meetings with management;
- Meet and confer sessions;
- Attendance at open meetings of Boards and Commissions that effect wages, hours and working conditions of employees in the unit.

The GBU Stewards as a group shall be allowed not more than a total of 40 hours of paid leave per year for the conduct of Association business relating specifically to the City of Madera, exclusive of the Meet and Confer process. Said release time must be approved by the employee's supervisor or department head, and such leave shall not be unreasonably denied. Leave taken under this section shall be reported to the Human Resources Department for purpose of accounting for the hours taken. For accounting purposes, clerical functions shall be included in the 40 hours. Such time is not for the purpose of Association organizing or solicitation of members.

It is agreed that efforts shall be made to minimize such release time in scheduling meetings.

The processing of a grievance shall be considered official business and the employee, along with his/her representative, shall have reasonable time and meeting facilities allocated to them.

The City shall provide bulletin board space for the Association for the purpose of communication between the Association and its membership. The Association shall also have access to City mailboxes for the purpose of distributing mail to the Association members.

The City shall furnish suitable bulletin boards for use by the City for posting announcements. Announcements for all personnel examinations, Council and Civil Service Agendas, and other matters relating to the Association/GBU and the City's concerns shall be posted on these boards. At a minimum one such board shall be in City Hall, and one in the common area at the Public Works/Parks & Community Services building.

Maintenance of Membership

Any employee in this unit who has authorized Association dues deductions on the effective date of this MOU or at any time subsequent to the effective date of this MOU shall continue to have such dues deductions made by the City during the term of this MOU, provided however that any employee in the unit may terminate such Association dues during the period of December 1 through December 15th of each year of the MOU by notifying the Association in writing of his/her termination of Association dues deduction. Such notification shall be delivered in person or by U.S. mail and should be in the form of a letter containing the following information: employee name, employee number, job classification, department name and name of the Association from which dues deductions are to be cancelled. The letter shall be sent to Madera City Hall located at 205 W. 4th Street, ATTN: Madera Affiliated City Employees' Association. The Association will provide the City's Payroll Department with the appropriate documentation to process these dues cancellations within ten (10) business days after the close of the withdrawal period. The effective date for dues cancellation will be the first full pay period after January 1st of each year.

Authorization by individual members to begin or requests to terminate dues deductions will be maintained by the Association. The start or stop of membership dues deductions for individual members will be communicated by the Association to the City's Payroll Department in writing by an authorized representative of the Association. Requests to begin dues deductions will be effective the next whole pay period following receipt by the Payroll Department of the written request to begin such deductions from the Association. The City will not be held liable for Association dues deductions made or terminated based on notice from an authorized Association representative.

The City, will, on the first 2 paydays of each month, deduct the applicable Association dues for all employees and such dues and fees shall be remitted to the Association regularly with an itemized statement within 15 business days of the withholding.

The Association shall keep the City currently informed as to the amount of dues to be deducted and such notification shall be certified to the City initially in writing over the signature of authorized Officers or Representatives of the Union.

Changes in the membership dues shall be certified to the City at least one (1) month in advance of the effective date of such changes. The City shall have no responsibility for the collection of fees, assessments, or other deductions unless such deductions are certified to the City as prescribed at least thirty (30) days in advance of the payday upon which such deduction is to be made.

The Association shall indemnify, defend and hold harmless against all claims, demands, expenses, judgments, or other liabilities on account of dues or fees collected by the City and paid over to the Association.

The Association agrees to refund to the City any amounts paid to it in error upon presentation of proper evidence thereof.

Article 8 – Employee Rights

The rights of employees, except as expressly modified herein are set forth in City ordinance and the Personnel Rules and Regulations. Execution of this MOU by the Association shall not be deemed a waiver of any Association or employee right unless the right is clearly or explicitly modified or restricted herein. In the event the City wishes to modify any adopted rules and regulations previously enjoyed by the Association or employees prior to the execution of this MOU, the City shall meet and confer with the Association prior to such modification.

Employees shall have the right to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation of all matters of employer-employee relations regarding wages, hours and conditions of employment.

The parties hereto recognize their membership in the Association is not compulsory, that employees have the right to join or pay the agency fee, and that neither party shall exert any pressure on or discriminate against an employee regarding such matters. Employees shall have the right to represent themselves, individually, in their employment relations with the City.

No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the City or by an employee or any employee organization because of his exercise of any of these rights.

Representation Rights and Responsibilities - All employees in the General Unit shall be allowed, subject to lawful limitations as may be prescribed in the Association by-laws, full voice, vote and influence on positions and proposals of the Association.

The City shall consider the positions and proposals of the Association as meet and confer positions and proposals of all employees, individually and collectively in the General Unit.

Personnel Files - An official personnel file is maintained for each employee in the Human Resources Department under the direction of the Human Resources Director. All official documents pertinent to an individual's employment relationship with the City such as applications, performance evaluations, commendations, and corrective actions are maintained in the file. Personnel files are considered confidential and access is limited.

Each employee shall have the right to review his/her personnel file or authorize its review by a designated representative during normal working hours in the presence of a designee of the Human Resources Department. Employees shall have the right to have hard copies or electronic scans of the content of their personnel file made.

All documents relating to work performance, employment status and evaluations to be placed in the personnel file must be signed and dated by the submitting authority and the following will occur within five (5) working days:

- a. Employee is given notice;
- b. Employee is given a copy of the document; and
- c. Employee is given an opportunity to review and comment thereon, orally or in writing, within 20 days of notice.

If an employee disagrees with the content of a document placed in his/her personnel file, it shall be the right of the employee to submit a written response to the Human Resources Director to be attached to the document in question and included in the file.

In the event materials containing negative comments or derogatory charges against an employee are proven to be without substance through agreement or the grievance process, the material shall be destroyed or sealed as agreed. Materials previously sealed, as provided in a prior MOU, may be destroyed upon request. (Derogatory charges on performance evaluations do not apply to this process.)

Vacation, compensating time off and overtime selection by department, division, or shift shall be based upon class seniority except in cases where there are several employees, each of different classifications, then divisional seniority shall prevail. Where seniority by class is equal, the determination shall be made based upon department seniority.

Representation of Employees - the City recognizes the right of employees in the General Unit to be represented by the Association in their employer-employee relationship with the City. The City recognizes the right of an employee to request the presence of a Association representative during an investigatory interview, also known as Weingarten Rights.

Rest Periods - employees of the General unit shall be allowed a rest period not to exceed fifteen (15) minutes, once before the lunch break and once after the lunch break, without loss of compensation. Rest periods may be scheduled by the City, consistent with the workload and in accordance with the requirements of the department. The City shall not disrupt the employee's rest period with the exception of extreme circumstances. Such rest periods shall be taken at the work site unless otherwise authorized by the Department Head. Employees working at the Public Works Yard or City Hall and other office locations shall not leave the building area to take work breaks without the approval of the supervisor.

Employees assigned to crews working in the field, are to take breaks at the worksite, or as provided by the supervisor. If necessary, one employee from the work crew may leave the work site to purchase refreshments for himself/herself and other crew members

The City agrees to provide employees with a rest period, not to exceed fifteen (15) minutes, at the end of any scheduled shift, if an employee is scheduled to work two (2) or more hours of overtime, and to provide an additional rest period of the same duration between each two (2) hours of overtime worked.

Article 9 – Grievance Procedures

The purpose of the grievance and discipline appeal procedures are to establish a more harmonious and cooperative relationship between the City and its employees. It is also the policy of the City to assure employees the right to full freedom of association, self-organization and designation of representatives of their own choosing for the purpose of adjustment of their grievances, free from interference, restraint, coercion or reprisal.

A grievance is a complaint or claim by an employee, a group of employees or the Association of a violation of a right as to wages, hours, or other terms or conditions of employment. It may involve such things as work assignments, physical facilities, defective equipment, a claimed violation of established rules, well accepted and well established City-wide or department practices, alleged unfair treatment as relates to the above, and safety or health hazards.

Issues specifically excluded from appeal or having other defined methods of appeal, such as discipline appeal, complaints of discrimination or harassment in violation of State or Federal law, or an unfair labor practice, may not be grieved.

Grievance Procedure

Step 1. Informal. An aggrieved employee shall normally attempt to solve any grievance at the beginning of a problem. For this reason, to have standing, a grievance must be raised as a grievance to the supervisor within ten (10) working days of knowledge or the employee should have reasonably known of the situation giving rise to the grievance. At this step of the grievance process, it is informal, and there is no written grievance. Should the employee request Association representation at this step in the process the Human Resources Director shall be advised prior to any meeting on the grievance. If the employee is not satisfied by the supervisor's verbal response, he/she has five (5) working days from the meeting with the supervisor to request a written response. The supervisor has five (5) working days from when a written response is requested by the employee to prepare the written response.

Step 2. If the employee is not satisfied by the written response, the employee has five (5) working days to file a formal grievance by submitting a written appeal to the department head or designee. Attached is a two-sided copy of the Grievance Form marked Exhibit B for membership use. The written grievance shall be in sufficient detail to enable the department head to know what right(s), as to wages, hours or other terms and conditions of employment have been violated. An employee shall have the right to be accompanied and assisted by a representative of his/her choosing during the formal steps of the grievance procedure. The department head, shall hear the grievance within ten (10) working days of receipt of the formal grievance, and within five (5) working days of hearing the grievance will provide the employee with a written explanation stating the decision or proposed action to be taken.

Step 3. If the employee is not satisfied with the department head's written decision, he/she may file a written request for review by the City Administrator or designee. The employee must submit this written request within five (5) working days of the department head's decision. In scheduling the time and place of such grievance hearing, the City Administrator or designee shall consider the possible disruption of the workforce and work flow and shall therefore schedule times and places which minimize disruptions. Such scheduling shall be set in a timely and reasonable manner. The decision of the City Administrator or designee, is final and not subject to further appeal.

If the employee fails to respond within the periods provided the grievance is withdrawn, and not a subject for further grievance. If management fails to respond within the prescribed period, the employee has the right to move the grievance to the next step in the process. The City and the employee may mutually agree to extend time periods needed for the grievance to have standing, and/or waive Steps 1 and 2 and proceed directly to Step 3 when an issue is not within the supervisor or department jurisdiction to resolve.

Article 10 – Corrective/Disciplinary Action

Corrective/Disciplinary Action may be taken against any regular employee of the City up to and including termination of employment when employee performance or behavior is determined to be below expectations desired or outside the standards of the work environment. The City will administer a just cause progressive discipline approach up to and including termination of employment. However, the City reserves the right to determine the form of discipline to be imposed based on several factors, including but not limited to, the severity and frequency of the cause of action as well as the employment history of the employee.

Grounds for Corrective Disciplinary Action

Poor performance or any violation of a City rule, regulation, policy, procedure or ordinance may require Corrective/Disciplinary Action. The poor performance or violation may involve a single incident or a series of infractions. In this regard, acts which may be the basis for action up to and including termination of employment include, but are not limited to, the following:

- Fraud in securing employment
- Incompetence
- Inefficiency
- Inexcusable neglect of duty
- Insubordination

- Dishonesty
- Unauthorized absence without leave
- Conviction of a felony or conviction of a misdemeanor involving moral turpitude
- Continued or flagrantly discourteous treatment of the public or another employee
- Improper political activity
- Misuse or theft of City property
- Violation of City rules, regulations, policies, procedures or ordinances
- Other failure of good behavior either during or outside of duty hours which is of such a nature that it causes discredit to the City or an employee's employment or creates a conflict of interest
- Falsifying and/or unauthorized removal or destruction of City records
- Unauthorized possession of firearms or explosives
- Harassment (sexual or otherwise) of another employee or member of the public
- Gambling on duty or while on City property
- Either (a) the sale, purchase, transfer, possession, or consumption of alcoholic beverages or illegal drugs or (b) the use of drugs which impair the senses or the ability to perform the job during normal working hours or on City premises
- Excessive tardiness
- Failure to properly report absence

Types of Corrective/Disciplinary Action

Corrective/Disciplinary Action normally progresses from the least to the most severe action. However, some available actions may be bypassed depending upon the severity of the infraction. Nothing in this section shall be interpreted as restricting the City's right to take Corrective/Disciplinary Action, including the immediate placement of an employee on Administrative Leave with pay, if in the sole discretion of the City, doing so would prevent the disruption of City services or potential harm to others.

It is recognized that many problems not directly associated with an employee's job can have an effect on job performance. In such situations, the City may believe that an

employee may benefit from professional assistance outside the work place and may require an employee to consult with the Employee Assistance Program as part of the Corrective/Disciplinary Action process.

The following actions may be taken in an effort to achieve improved job performance or modify inappropriate work-related behavior.

Counseling: An informal discussion with an employee designed to clarify and remedy unacceptable behavior or performance. This discussion may include the clarification of standards and a review of performance or behavior that is determined to be below standard. Repeated instances may lead to a written counseling memo or electronic communication between the supervisor and employee reinforcing the verbal counseling already provided. Verbal or written counseling is documented by the immediate supervisor for future reference and is not subject to appeal.

Retraining: A documented effort to achieve appropriate performance or conduct when an employee's lack of skill or knowledge is determined to be the cause of the problem. This action is documented by the immediate supervisor for future reference and is not subject to appeal.

Oral Reprimand: A formal discussion with an employee about performance or conduct problems and City expectations and requirements. This action is documented by the immediate supervisor for future reference and is not subject to appeal.

Written Reprimand: A written document presented to an employee regarding performance or conduct problems and expectations and requirements. This document is maintained in the official personnel file and is not subject to appeal.

Disciplinary Suspension: An involuntary absence without pay for a period up to 30 calendar days. Suspension may be caused by one grave offense, but it more often occurs due to an accumulation of various offenses. (Note: Disciplinary suspensions from paid status for periods of less than one week are not applicable to employees classified as exempt for the purposes of the Fair Labor Standards Act unless they are imposed for infractions of safety rules of great significance.)

Disciplinary Salary Reduction: A reduction in pay from the employee's current step within the assigned salary range to any lower step within the same salary range.

Disciplinary Demotion: A change in status from a position in one classification to a position in a classification with a lower maximum salary.

Termination: Removal from City service. Removal may be caused by one grave offense, but it more often occurs due to an accumulation of various offenses. Termination is seldom used for a first offense unless the violation is so serious that no other response is appropriate.

Prior to the imposition of Corrective/Disciplinary action in the form of suspension, disciplinary salary reduction, demotion or termination, a written notice of the intended disciplinary action will be served on the employee. Such notice shall be served upon the employee personally or by mail and shall include a statement of the nature of the intended disciplinary action, a statement of the causes, a statement of the acts or omissions upon which the causes are based, a copy of the documents or material upon which the actions are based, a statement advising the employee of rights to respond to the notice before disciplinary action is taken, a statement advising the employee that if Corrective/Disciplinary Action is imposed, they may appeal to Civil Service Commission.

Employees wishing to respond to the notice of intended disciplinary action must make a request to the City Administrator within 5 normal business days of the notice being served. The employee may respond either orally or in writing. The employee may be represented by another person in presenting his/her response. The individual representing the employee may not be someone directly involved with the employee's immediate working environment unless this individual is an official representative of the employee Association. The City Administrator may amend, modify or revoke any or all of the pending charges including the recommended disciplinary action if there are mitigating circumstances.

If the employee wishes to appeal any action imposed by the City Administrator, the employee may file a written notice of appeal in response to the imposed action. A written notice to appeal must be filed with the Director of Human Resources within 10 working days from the effective date of the disciplinary action. The notice of appeal shall contain statements of fact, which would support the rescission or amendment of the imposed disciplinary action. Failure to file a written notice of appeal within this specified time period shall be deemed a waiver of any right to appeal the action taken. No exceptions to this failure to file time period shall be permitted.

Article 11 – Compliance with Memorandum of Understanding

In the event of any violation of the terms of this MOU, responsible and authorized representatives of the Association or the City, or any individual department head, as the case may be, shall promptly take such affirmative action as is within their power to correct and terminate such violation for the purpose of bringing such unauthorized persons into compliance with the terms of this MOU. Individuals acting or conducting themselves in violation of the terms of this MOU may be subject to discipline up to and including discharge. The City shall enforce the terms of the MOU on the part of the supervisory personnel, the Association shall enforce the terms of this MOU on the part of its members. The City Administrator is the only representative of the City who may take disciplinary action against an employee.

The City will provide copies of the MOU to all negotiating committee members and department subdivisions with unit members. The City will also provide copies of the Personnel Rules and Regulations to all employees covered by this MOU.

Article 12 – Salary Plan

The salary schedule attached as Exhibit A reflects the current salary plan. There are no changes to the existing salary schedule.

Employees represented by this unit employed with the City as of the date this Agreement is approved by the City Council and who continue to be employed as of September 28, 2018 will receive a one-time lump sum payment of \$500.00, subject to applicable taxes and deductions. Said payment will be made on pay date October 5, 2018. The parties agree that this one-time payment does not meet the definition of compensation earnable nor does it qualify as any applicable special compensation for CalPERS reporting purposes.

Article 13 – Bilingual Pay

The bilingual incentive pay system provides a three tier system with compensation levels and proficiency testing. To be eligible for the language incentive program employee proficiency will be based on the following:

Tier #1. Successful passing of the Cooperative Personnel Services (CPS) "Spanish Bilingual Proficiency Test, Social Services" with a proficiency rating of no less than a level three. \$100 per month

Tier #2. Successful passing of the CPS "Spanish Bilingual Proficiency Test, Social Services" with a proficiency rating of either level four or five. \$150 per month

Tier #3. Successful passing of the CPS "Spanish Bilingual Proficiency Test, Social Services" with a proficiency rating of no less than six. \$200 per month

For represented employee's taking the Cooperative Personnel Services (CPS) "Spanish Bilingual Proficiency Test, Social Services" in or after December 2010, bilingual incentive pay shall be determined as follows:

Tier #1. Successfully passing with a proficiency rating of no less than a level three. \$100 per month

Tier #2. Successfully passing with a proficiency rating of no less than four. \$150 per month

Tier #3. Successfully passing with a proficiency rating of no less than five. \$200 per month

The City Administrator shall determine the number of bilingual positions and tier levels needed for each department.

Article 14 – Education Reimbursement

Employees are eligible for job related educational reimbursement for courses with prior approval of their respective Department Head and a minimum passing grade of “C” as follows:

- Books: 100%
- Tuition: 100%

The 100% reimbursement is limited to a total of \$2,400 per fiscal year.

Scheduled time off for classes not offered during off work time must use compensatory time off or vacation not to exceed 6 hours per week.

Upon successful completion of required examination and certifications, Waste Water Treatment Plant employees and other employees will be reimbursed for the following:

- i. Application fees;
- ii. Examination fees;
- iii. Certification fees; and
- iv. Certification renewal fees.

All of the above must be approved by the Department Head and the Human Resources Department and must be job related.

Article 15 – Education and Certificate Incentives

Employees in this unit will be eligible for education or certificate incentive pay as follows. Employees are only eligible to receive one (1) education or certificate incentive pay option; they cannot be combined. All approved incentives will be effective the first whole pay period following approval by the City Administrator of the request for incentive pay.

- Option 1: 3% of base pay only for an approved Bachelor’s Degree
- Option 2: 3% of base pay only for the following certificates for the specifically listed job classifications only. If the City pays for the employee to train and/or study and/or sit for or otherwise pays for the certificate that is eligible for incentive pay under Option 2, then the employee agrees and commits to remain employed with the City of Madera for at least two (2) years after obtaining the applicable certificate or reimburse the City for the costs associated with training and/or study materials and/or testing if the employee leaves employment within two (2) years.

Job Classification	Certificate
WWTP Mechanic	WWTP Operator I – OR – Mechanical Technologist
WWTP Operator I/II/III/Lead	WWTP Lab Analyst I
Mechanic III	Fuel System Inspector

Option 3: Water Distribution Certification Compensation: Employees in the Water Quality Division who possess a Department of Health Services Water Distribution Operator (WDO) D-2 Certificate shall receive a 5% incentive for the duration of their assignment requiring the certification. Those WDO's obtaining a D-3 certification shall receive another 5% incentive . When and if the WDO obtains another position in which certification is not needed, the additional compensation will no longer be provided.

To receive the Bachelor's Degree incentive pay under this provision, the employee must first submit to their Department Head proof of degree attainment in the form of a diploma or transcripts from an academic institution accredited by a recognized college/university accrediting agency along with a written request for incentive pay that states the reason the degree is applicable to the employee's field of work. The Department Head will review the request and make a determination to recommend or not recommend the requested incentive pay to the City Administrator. If the degree is applicable to the employee's field of work, the Department Head will recommend approval to the City Administrator by submitting the supplied diploma or transcripts with the prescribed City form/process for recommending pay increases to the Human Resources Department. Human Resources will route the request for the incentive pay to the City Administrator for review and consideration of approval.

If an employee's Department Head does not recommend a degree for incentive pay on the basis that said degree is not relative to the employee's assigned field of work, the employee may appeal this determination to the City Administrator by submitting a written request for review to the City's Human Resources Department within ten (10) working days of denial. Such request shall include the reasons why the employee feels the degree incentive request should not have been denied, including how/why the specific degree is applicable to the employee's field of work. The City Administrator will review the appeal request and make a final determination on whether the degree is applicable to the employee's field of work. The decision of the City Administrator in this matter shall be final and will not be grievable or appealable in any other manner.

Article 16 – Mechanics' Tool Allowance

Mechanics are required to supply their own tools and shall be given \$300.00 a year for tool replacement and/or purchase. The tool allowance will be paid annually in July. Mechanics will receive the tool allowance at the time of hire and annually thereafter. Mechanics who receive their initial allowance between July and December will be eligible for the allowance again the following July. Mechanics who receive their initial

allowance between January and June will not be eligible to receive a subsequent allowance until the following July. City property insurance will insure equipment shop employee's tools per guidelines established by the City with input from employees and the Association.

Article 17 – Notary Public Services

Employee(s) so assigned will be required to comply with City requirements in providing such services. Employee(s) required to provide this service shall either have the City pay for all costs associated with maintenance Business or for of certification, and not use the service for other than City Business or for City employees. Alternatively, employee(s) may be paid five dollars (\$5.00) a month for maintaining their notary services at their cost and use the service for all requests.

Article 18 – Workday & Work Week

The normal work day and work week for permanent employees shall be a five (5) day, forty (40) hour week or its equivalent. The normal hours of work for permanent employees are Monday through Friday, from 8:00 A.M. until 5:00 P.M. Lunch periods shall be scheduled for all employees and are typically one (1) hour, but may be modified by mutual consent. Employees shall not be paid for lunch periods. Regularly scheduled meal periods may be counted as time worked when the nature of the work prevents relief from all duties; i.e. emergency repairs or emergency response. Application of this rule only applies to field maintenance crews and must be approved by the crew members' supervisor.

The City, may, with two weeks' notice, adjust work hours by one hour at the beginning and end of the work day without mutual consent. Therefore, the work day may begin at 7:00 a.m. and end at 4:00 p.m. or begin at 9:00 a.m. and end at 6:00 p.m. for certain groups and/or individuals. The work week may include Saturday.

This provision does not apply to classes previously in the Maintenance Bargaining Unit as noted on Exhibit A with an asterisk. The following shift schedules shall apply to such former Maintenance Bargaining Unit employees:

They shall not be scheduled to work a shift in which the regular starting and ending times deviate more than two (2) hours during the same work week. Park crews will be shifted on a seasonal basis with notice. All personnel working at the Waste Water Treatment Plant are assigned to work four (4), ten (10) hour shifts per week as assigned by the Waste Water Treatment Plant Supervisor. There are three shifts, as follows:

- Shift #1 will begin Thursday and run through Sunday.
- Shift #2 will begin Tuesday and run through Friday.
- Shift #3 will begin Monday and run through Thursday.

An additional exception are employees in the class of Recreation/Community Programs Coordinator who work as scheduled by the Parks and Community Services Department to meet recreation program needs, Neighborhood Outreach Coordinator and Neighborhood Outreach Assistant who work as scheduled by the Neighborhood Revitalization Department to meet neighborhood outreach needs, and Animal Control Officer and Fire Prevention Officer, who's shift shall vary depending upon need. Except in the case of an emergency, or as mutually agreed, changes in the designated work schedule shall be provided to such employees at least ten work days in advance of a change.

Flex (alternate) schedule for this negotiating group is acceptable per department head approval. This schedule pertains only to any earlier/later starting time (a.m.), a shorter lunch break, and an earlier/later departure time (p.m.).

Clean Up Time - Employees whose duties require that they become soiled shall be allowed a reasonable amount of time for a personal clean-up period prior to the end of each work shift and prior to the lunch break. The decision on what is reasonable will be the supervisor's.

There shall not be established for a position in this unit, a regularly scheduled work day of more than eight (8) hours or a regularly scheduled work week of more than five (5) days, except at the WWTP, where the work day may be 10 hours with a regularly scheduled work week of 40 hours. Parks Department may have a seven (7) day work schedule. One (1) or more parks worker(s) may be assigned each weekend with a group of community service workers to maintain, repair and clean up City property.

Members of this unit may work a 9/80 work schedule upon recommendation of the applicable Department Head and approval of the City Administrator. 9/80 work schedules may not be available to all employees and/or may only be available seasonally. No 9/80 work schedule will be approved that causes a decrease in the City's customer service or increases the City's exposure to overtime costs. Normal work schedules as defined in this section of the MOU will not apply to individuals working a 9/80 work schedule. The work schedule will be agreed upon in writing between the employee and the City upon approval of the 9/80 work schedule.

Article 19 – Overtime

Except as provided below, employees shall be paid or compensatory time provided at a rate of one and one half times the straight time hourly rate for all work performed in excess of normally scheduled work shifts such as eight, nine, ten or twelve hours in any shift or work day, or in excess of forty (40) hours worked within the work week.

Employees shall be paid at a rate of two (2) times the straight hourly rate for all work performed in excess of twelve (12) hours in any shift or work day or on the seventh consecutive work day.

Overtime hours shall be offered in order of seniority per the discretion of the Department Head. In the event that the more senior employees decline to accept such an assignment, the City will assign such work to the next most senior qualified employee(s). The City will use its best efforts to rotate such assignments on an equitable basis. When overtime work is required and no volunteer is available, the most junior qualified employee shall be assigned the work except for work performed on a standby basis.

The exception to this section shall be that an employee with specific, specialty job assignments with less seniority may be assigned to work overtime. It is understood that an employee does not have the authority to claim overtime without the prior authorization of a Supervisor and/or Department Head.

All employees in the Group may elect to accrue equivalent compensatory time off (CTO) in lieu of cash payment for overtime hours worked. Use of available CTO shall be requested and approved in the same manner as vacation leave. Fair Labor Standards Act (FLSA) shall apply.

Call-back Compensation - Any time an employee is called back to work after normal scheduled work hours, he/she will be compensated a minimum of two (2) hours at a rate of one and one half (1-1/2) times the straight hourly rate for each time he/she is called back to work in any given twenty-four (24) hour period. The minimum guarantee of two (2) hours does not apply to a stand-by employee. Regarding the classes of Mechanic, Electrician and Craftworker, these employees called back to work have a minimum guarantee of four (4) hours of call back work.

Special Circumstances Standby Compensation - When the City requires an employee to remain available for call back at any time for less than a week's period, the employee shall receive standby pay at 20% of the hourly rate of pay for his/her classification for a minimum of two (2) hours. Employees on standby will be responsible for responding to call outs. Designation of who is on standby is the sole discretion of the supervisor. With each call out, employees on special circumstances standby for less than one week shall be compensated under regular overtime rules for all hours actually worked.

Employees shall be available at all times when on standby and within 20 minutes of the employee's assigned work station for all employees other than those at the Wastewater Treatment Plant (WWTP). WWTP employees shall be available at all times when on standby and within 1 hour of the employee's assigned work station. An employee who cannot be reached, or does not report to the work site, is subject to the same disciplinary action as an unexcused absence from work. In addition, standby pay for the entire day will be deducted. Other further disciplinary action also may be taken. The standby individual must be available by phone, radio, pager or by assigned vehicle two-way radio. The two hour minimum call back time shall not apply to standby. However, employees on standby required to respond to a call for service will receive a minimum of 30 minutes pay and all remote responses within the initial 30-minute call-out shall be considered one (1) continuous remote response.

The number of employees assigned to standby shall be determined by the City Administrator and the affected department head or designee. Standby hours are normally between 3:30 p.m. and 7:00 a.m. each day except for weekends and holidays when standby hours are the entire 24 hour day. Standby hours may be seasonally adjusted to coincide with the work schedule. (i.e. 2:30 p.m. to 6:00 a.m.). Additionally, for WWTP employees, because of the 4/10 work schedule, standby hours are designated as from the close of one day's shift to the start of the next scheduled operator shift. For WWTP standby, if the plant is staffed with a regular shift on a City-designated holiday and the standby employee is therefore not required to be on call for 24 hours for the holiday, then the "Regular Week" standby amount would apply as outlined below. If WWTP standby is required to be on call 24 hours for a City designated holiday, then the appropriate "Holiday Week" standby amount would apply. Standby hours for a one week period are compensated, notwithstanding the employee's normal rate of pay, at the following weekly rates:

Regular Week:	\$200.00
Holiday Week (one day)	\$220.00
Holiday Week (two days)	\$240.00

This only applies to holidays recognized and observed by the City.

Sunday Differential - The City agrees to pay those employees working any hours on Sunday a differential of \$10.00 per shift above the regular rate of pay for the actual hours worked. This is not in addition to double time pay or time and one-half pay if the individual is called back to work and not regularly assigned. If an employee is called in on Sunday, other than his regular work schedule, double time pay or double time compensation will be granted at the employee's option. This does not apply to employees on stand-by or call-back.

Holiday Pay - If an employee is called in on a regularly scheduled City holiday, other than his normal regular work schedule, double time and one-half pay or double time and one-half compensation will be granted at employee's option. This does not apply to personnel on stand-by or callback. In other words, the employee receives one times the regular rate of pay plus time and one half for all hours worked.

Night Differential - Except when overtime work, stand by, call back or Sunday differential is involved, the City agrees to pay those employees working a shift at such "start" times between 4 p.m. and 5 a.m. an additional \$10.00 per shift. The \$10.00 per shift additional pay is applicable between those hours. Night differential shall not apply on the Sunday shift; hence, the \$10.00 Sunday differential pay is the only differential paid on Sunday.

In lieu of the above, employees in the class of Recreation Program Coordinator shall receive a \$10.00 per shift differential for four (4) or more hours worked after 5:00 P.M.

Saturday Differential - \$5.00 above normal rate of pay for actual normal hours worked. Not applicable to overtime, call back etc., and not in addition to any other special pay for stand by, call back, Sunday differential, Holiday pay or Night differential above.

Weekend Crew Assignment (Parks) - A differential of \$5.00 per shift above normal rate of pay for actual normal hours worked. Not applicable to overtime, call back etc., and not in addition to any other special pay items above.

Article 20 – Cash out of Compensatory Time Off

Employees in this Group who have elected to accrue equivalent compensatory time off (CTO) in lieu of cash payment for overtime hours worked are eligible to request a CTO cash out under the following conditions:

1. An employee may request an emergency cash out due to a life-altering event. For purposes of this Side Letter, a life-altering event is defined as the death of the employee's immediate family; divorce; serious medical condition of the employee, or immediate family; or drug or alcohol rehabilitation for the employee, or immediate family. The immediate family is defined as current spouse, child, parent, brother, sister, mother in law, father in law, brother in law, sister in law and grandparents. An emergency cash out will be made the next payroll occurring no sooner than 10 days after a written request is received by the Human Resources Department . All emergency requests are subject to the approval of the Human Resources Director.

-OR-

2. An employee may request two annual cash outs of CTO. All requests must be received in writing by the payroll department no later than May 1 and November 1 of each year, and will be paid the second payroll of that month.

Article 21 – Probationary Period

An employee appointed to a permanent or permanent part-time position shall serve a probationary period not less than twelve months with the following exceptions:

The initial probationary period may be extended in the event the performance of an employee in a class is marginal or unsatisfactory at the end of the probationary period and after providing the reasons for such rating in writing to the employee, the City may, in its discretion, extend the employee's probationary period not more than ninety (90) days.

All promotions within classes shall have a six month probationary period.

Performance evaluations will be conducted every 3 months during the twelve month probationary period. More frequent evaluations are advisable in those cases where the

performance is marginal or unsatisfactory. The employee should be advised of needed corrections or improvements in as specific terms as possible. The City may release the employee during his/her probationary period, in accord with the Personnel Rules and Regulations, without the right of appeal. If the employee's Department Head fails to file a written statement with the Personnel Officer either recommending the employee to pass probation or recommending probation be extended within seven (7) days of the employee's hire anniversary date, the employee will have been deemed to have passed probation.

An employee is eligible to be considered for merit salary adjustment after one year of service in a position.

Article 22 – Temporary Assignment to Perform Duties of a Higher Classification

Permanent employees of the General Unit, assigned in writing to perform duties of a higher classification shall receive a five percent (5%) increase, or to the first step of the higher level class, whichever is greater, after working fifteen (15) consecutive days, or 120 hours, in such higher paid class. To be eligible for such pay the employee must assume a majority of the duties and responsibilities of the higher level class, and the assignment be approved by the City Administrator.

Article 23 – Drivers License Fees

California Drivers License

- Class "C" – Employee is responsible for all costs associated with this class
- Class "B" – City will reimburse Department of Motor Vehicle (DMV) costs one time for City required License upgrade and/or endorsements. Thereafter, the City will pay the difference between a "B" and "C" class for DMV renewal fees

Article 24 – Personal Property and Vehicle Usage

When an employee uses his/her personal vehicle in the performance of his/her work duties for the City, the City shall compensate the employee for the use of said vehicle at the current IRS rate. It is the responsibility of the employee to carry all necessary insurance as specified by the City and to have a copy of such on file with the City.

Article 25 – Safety

The City and the Association undertake to promote in every way possible the realization and the responsibilities of the individual employee with regard to preventing accidents to themselves or to their fellow employee.

The City shall comply with all applicable laws and regulations pertaining to occupational safety and health.

The City agrees to make all reasonable provisions for safety and health of its employees. In the event any safety or health hazard is detected, it shall promptly be reported to the appropriate supervisor. The City shall remedy the problem as soon as possible and no employee shall be exposed to any unsafe condition pending its correction.

No employee shall be discharged or otherwise disciplined for bringing to the attention of his/her supervisor any unsafe condition that may exist.

Safety Boots - A safety boot allowance of \$250.00 shall be provided annually by the end of July of each year for positions shown on Exhibit B. Listed employees who are hired before December 31st shall be paid \$250.00 allowance and provided another \$250.00 allowance the next July. After January 1st, all newly hired employees shall also receive \$250.00 safety boot allowance, but shall not receive another boot allowance until the end of July of the next full year. Safety boots are to be worn at all times while performing City duties, except as authorized by the employee's supervisor. Safety boots are classified by the Internal Revenue Service as supplemental wages and subject to income tax withholding in accordance with Circular E, Employer's Tax Guide.

Protective Clothing - If any employee is required to wear any protective clothing or device, it shall be provided by the City. In cases which the employee is frequently exposed to chemically toxic materials, a yearly medical examination shall be provided by the City.

The City shall provide rain gear for use by Public Works and Park employees. Rain gear that wears out, or is damaged on the job, will be replaced by the City. The employee to whom rain gear has been checked out shall be responsible for replacement of any rain gear that is lost through negligence on the part of the employee. If the employee misplaces or loses such items, the employee shall replace the item.

The City will provide appropriate safety equipment as determined by the Department Head.

Article 26 – Uniforms

Except as provided below, if employees are required to wear uniforms, they shall be provided by the City. Replacement of worn uniforms shall also be the City's responsibility. Any employee issued a uniform shall be responsible for replacement of such if it becomes lost or damaged through negligence on the part of the employee. Uniform allowance will be 5 shirts and 5 pants weekly. WWTP employees will be provided with on-site laundry equipment. At the City's discretion, other means for laundering may be selected for which the City will be responsible.

Employees in the class of Animal Control Officer shall receive a Uniform Allowance of \$530 per year, paid per pay period.

Employees in the class of Fire Prevention Officer shall receive a Uniform Allowance of \$333 per year, paid monthly at a rate of \$27.75. For new hires, six months of allowances will be paid by the first pay period of employment totaling \$166.50. With the seventh (7th) month of employment, the monthly allowance will begin. Should Officers employment terminate prior to the end of the sixth month, employee will reimburse City in the amount of \$27.75 for each month short of the six-month period.

Article 27 – Health and Welfare

The City shall provide a monthly benefit dollar amount for each employee to purchase at a minimum, employee only medical, dental, and vision coverage. The pay period equivalent of the benefit dollars will be paid each pay period an employee is in a paid status 50% or more of the period when eligible to participate in the health insurance plan. All employees receiving the benefit dollars will be required to participate in the premium conversion component of the IRS Section 125 plan at no cost to the employee.

The number of people the employee elects to enroll in the medical plan determines the amount of benefit dollars provided. If the cost of the employee benefit elections are less than the benefit dollars provided the remainder will be added to the employee check. If the cost of the employee benefit elections is greater than the benefit dollars provided, then the remainder will be deducted from the employee check. Employees can waive participation in health insurance benefits provided they provide evidence of other coverage. To comply with Internal Revenue Service (IRS) Regulations for “Eligible Opt Out Arrangements” under the Section 125 plan, Employees who seek to waive health benefits coverage must provide a copy of their insurance card demonstrating other coverage or provide sufficient plan information as determined by the City’s Human Resources Department such as the carrier and group number of the plan. Additionally, to meet IRS requirements, employees must attest to the fact that the plan they have that allows them to waive participation in the City’s plan meets Minimum Essential Coverage (MEC) requirements of the Affordable Care Act and that all members of their tax family have coverage that meets MEC requirements. Such waiver and attestation shall be captured on forms provided by the Human Resources Department. No portion of this MOU is meant to convey requirements more stringent than those required by the Affordable Care Act and/or IRS Regulations.

Effective July 1, 2018, the City’s contribution towards health insurance will be equal to the plan premiums for each enrollment level. For the 2018-19 plan year, that contribution will be as follows:

<u>Coverage</u>	<u>Monthly Benefit Dollars</u>
Waiver of Coverage	\$300.00
EE Only	\$740.16
EE+1	\$1,354.83
EE+Family	\$1,971.79

Employer will continue offering teledoc services for the July 1, 2018-June 30, 2019 plan

year. The teledoc services are captured in the medical plan premiums and monthly benefit allowance as indicated above and no contribution beyond the above monthly benefit allowance will be made by Employer.

The cost above the monthly benefit dollars noted above will be solely borne by the employees.

The City reserves the right to determine the carriers and will seek input from the bargaining units regarding plan design of the standard benefits and possible voluntary optional benefits. Optional benefits include, but are not limited to, dependent coverage and participation in flexible spending accounts.

The City provides term life insurance for employees in the Group in the amount of \$15,000 coverage which includes accidental death and dismemberment (AD & D) coverage. Life insurance and AD&D coverage amounts are subject to age-based reductions as defined in the policy documents. Effective October 1, 2018 the City-provided employee life and AD&D coverage will increase to \$25,000. The City also provides dependent life in the amount of \$5,000 and Long Term Disability Insurance, which provides salary replacement benefits.

Retiree Health Coverage: The City will allow retirees to continue to participate in the City health plan offerings (medical, dental, and vision) at the retirees expense till age 65 or when eligible for Medicare, whichever comes first. Retirees who exercise this option will pay a 2% administrative fee per month. Both retiree and dependent coverage are available under this program.

Article 28 – State Disability Insurance/Paid Family Leave

The General Bargaining Unit elects to participate in the State run State Disability Insurance (SDI) program for short term disability insurance with all costs associated with the program borne solely by the employee. SDI is administered by the State of California Employment Department and information about the program or applications for benefits can be obtained on their website at www.edd.ca.gov/disability.

Consistent with Article 38 – Leave Without Pay of this memorandum of understanding, employees represented by this unit must use paid leave prior to utilizing unpaid leave. Use of paid leave may include sick leave, vacation, floating holiday, or compensatory time off depending on the reason for leave and other qualifying factors for the use of the particular leave type.

Consistent with California Law, for leave that qualifies for and is designated as being covered by the California Family Rights Act (CFRA), receipt of SDI or Paid Family Leave (PFL) benefits will be considered being in a paid status. An employee may elect to request to supplement the SDI or PFL benefits with paid leave from the City, not to exceed the employee's regular bi-weekly gross (less mandatory reductions/deductions) pay. Within one (1) week of being disabled from work, the employee or his/her

representative must contact the Payroll division in the Finance Department to provide the following information:

1. The date the leave commenced;
2. The estimated duration of the leave;
3. A current phone number where the employee can be reached;
4. Whether or not the employee desires to supplement his/her SDI or PFL benefits with leave credits;
5. The election of the order in which leave credits will be used (i.e. sick before vacation, CTO before vacation then floating holiday, etc.).

Once the SDI or PFL benefit amount has been determined by the State, the employee must provide a copy of the SDI or PFL award letter and provide ongoing copies of the SDI or PFL check stubs to the Payroll division in the Finance Department to ensure proper supplementation of benefits and payments. Failure to provide this information timely will prevent the City from providing supplementation of leave credits. Timely submission is defined as submission by the last day of the applicable pay period so that the information may be utilized for calculation of the pay check for that pay period.

SDI does not cover the first seven (7) days of any disability, therefore an employee must use accrued leave credits that are available prior to utilizing unpaid leave consistent with the provisions of the memorandum of understanding. Employees utilizing PFL will be required to use two (2) weeks of accrued leave credits, if available, prior to PFL benefits beginning.

Article 29 – Vacation

Eligible employees shall earn vacation credits at the following rate dependent upon the number of years of service with the City, for each pay period an employee is in a paid status at least 50% or more of the period.

COMPLETED YEARS = NUMBER OF HOURS RECEIVED PER PAY PERIOD		
0 through 4 yrs.	=	3.69 hrs. per pay period
5 through 9 yrs.	=	4.61 hrs. per pay period
10 through 14 yrs.	=	5.53 hrs. per pay period
15 through 19 yrs.	=	6.15 hrs. per pay period
20 or more yrs.	=	6.46 hrs. per pay period

Vacation may be used after completing six months of continuous service. Maximum vacation time allowed on books is 280 hrs. If the employee has reached the maximum (280 hrs.) accumulation, the vacation hours will cease to accumulate, or the employee must take the time as it is earned.

Vacations will be scheduled in advance with prime consideration that the functions of the Department will be adequately maintained. Whenever two or more employees choose the same vacation period, the matter will be settled on the basis of seniority.

Requests for Vacations of more than five working days will be granted on consecutive work days, unless previously agreed to in writing by the employee.

Short notice vacation leave of less than five working days may be granted if the employee gives as much prior notice as is reasonably possible and the Department workload permits.

Article 30 – Retirement

The City of Madera is a member of the California Public Employees' Retirement System (CalPERS). The specific retirement benefits each employee receives are governed by the contract between the City and CalPERS as well as the Government Code. Any employee contributions for the plans outlined below will be made as a pre-tax deduction in accordance with applicable tax law. Employees shall pay for the employee's contribution to the 1959 Survivor Benefit.

Miscellaneous Employees

Classic Formula: 2.5% @ 55 with the retirement calculation based on single highest year for all employees who first worked for the City of Madera prior to October 20, 2012. The City will pay the Employer Contribution. Employees will pay 2.375% towards the Employee Contribution, with the City paying the remaining 5.625% of the Employee Contribution as Employer Paid Member Contributions (EPMC).

Tier I Formula: 2% @ 60 with the retirement calculation based on average 3 year final compensation for all employees who first worked for the City of Madera on or after October 20, 2012 and before January 1, 2013 OR employees employed on or after January 1, 2013 who have been members of CalPERS or a CalPERS reciprocal agency within 6 months of the date of hire. The City will pay the Employer Contribution. Employees will pay 2.375% towards the Employee Contribution, with the City paying the remaining 4.625% of the Employee Contribution as Employer Paid Member Contributions (EPMC).

PEPRA Formula: 2% @ 62 with the retirement calculation based on average 3 year final compensation for all employees who first worked for the City of Madera on or after January 1, 2013 who were not previously CalPERS members or were CalPERS or CalPERS reciprocal system members but experienced a break in service of at least 6 months. The City will pay the Employer Contribution. Employees will pay the Employee Contribution as determined by CalPERS, currently 6.25%.

Article 31 – Sick Leave

Each employee shall be entitled to sick leave, which will be accrued at a rate of 3.6923 hours per pay period an employee is in a paid status at least 50% or more of the period.

In addition to the reasons for use of Sick Leave as stated in the Personnel Rules &

Regulations, an employee may utilize accrued Sick Leave hours for any absence designated by the City as being covered by the Federal Family Medical Leave Act (FMLA) and/or the California Family Rights Act (CFRA), regardless of the reason for the leave. It will be the employee's responsibility to complete the required paperwork to certify the need for leave and he/she must provide timely notification of the need for leave in compliance with FMLA/CFRA regulations. Use of Sick Leave for this purpose will not commence until such requirements have been met. Use of Sick Leave for family members when the leave has been designated as FMLA/CFRA will not count against the employee's annual limit of Family Sick Leave as provided in Article 32 of this MOU.

Bereavement Leave - In the event of the death of the employee's parent, spouse or child, employee shall be eligible for paid non-chargeable leave up to a maximum of three (3) days. Employees granted bereavement leave for a parent, spouse or child shall be paid for work hours regularly scheduled only but not worked. When a death occurs in the immediate family of an employee, the employee shall be granted up to three (3) days leave for the death of a family member residing within the State of California or five (5) days leave for the death of a family member residing outside the State of California. Such time will be charged to sick leave or vacation leave at the employee's discretion. The immediate family is defined as current spouse, registered domestic partner, child, parent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law and grandparents.

Sick leave cash-out upon termination will be as follows:

Employee's hired before 7/1/83 may cash out sick leave per the following:

Years of Service	% of Leave	Years of Service	% of Leave
5 (min)	10	13	28
6	13	14	29
7	16	15	30
8	19	16	34
9	22	17	38
Years of Service	% of Leave	Years of Service	% of Leave
10	25	18	42
11	26	19	46
12	27	20 (max)	50

Employee's hired 7/1/83 and later may cash out sick leave at the rate of 1 % a year for each year of service up to a maximum of 30% for 30 years of service. To be eligible employees must be employed with the City on a full time basis for a minimum of five years.

In lieu of the above, employees in classes from the former Maintenance Bargaining Unit, as listed in Exhibit A, shall have the following Sick Leave cash-out benefit: Employees with a minimum of five years of service may cash-out at the rate of 1.5% per year up to a maximum of 30% for 20 or more years of service.

The cash-out conversion pertains only to retirements and positive terminations. Negative terminations (discharge) are not eligible.

In both cash-out provisions above, the percentage is the percentage of salary at date of separation, which will be paid for Sick Leave balances to be cashed out. An example is an employee with 100 hours of sick leave on the books at the date of separation. For this example, the employee is paid \$15.00 per hour, the employee's class was not formerly in the Maintenance Bargaining Unit, the hire date was prior to 7/1/83 and the employee has fifteen (15) years of service.

The cash-out would be: 100 hours X \$15 per hour X 30% = \$450.00

All employees in this unit have the option to convert 100% of the remaining sick leave upon retirement to PERS time-in-service.

PERS Sick Leave Credit - Members with unused sick leave at retirement (after any cash out) may receive additional service credit at the rate of 0.004 years for each day of sick leave, if desired.

Article 32 – Family Sick Leave

Sick leave may be used up to the limit of forty eight hours each calendar year:

1. For the diagnosis, care, or treatment of an existing health condition or preventative care for an employee's family member, including:
 - 1.1. Child (including a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis.)
 - 1.2. Spouse or Registered Domestic Partner
 - 1.3. Parent (including biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.)
 - 1.4. Grandparent
 - 1.5. Grandchild.
 - 1.6. Sibling.

2. To obtain any relief or services related to being a victim of domestic violence, sexual assault, or stalking including the following with appropriate certification of the need for such services:
 - 2.1. A temporary restraining order or restraining order.
 - 2.2. Other injunctive relief to help ensure the health, safety or welfare of themselves or their children.
 - 2.3. To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
 - 2.4. To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.
 - 2.5. To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.
 - 2.6. To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

Such a leave is a part of Sick Leave accrual, not in addition to the annual accrual of Sick Leave. All conditions and restrictions placed by the City upon the use by an employee of sick leave for himself or herself shall apply to the use by an employee of sick leave to attend to an illness of his or her identified family member.

All other provisions for use of Sick Leave by the employee also apply to Family Sick Leave use. This includes, but is not limited to, the Sick Leave section of the Personnel Rules and Regulations.

Article 33 – Workers' Compensation

For employees in classes from the former Maintenance Bargaining Unit as noted in Exhibit A, when an injury or illness is caused by a direct on-the-job accident or condition, the following shall apply:

If a physician certifies an absence as a result of an injury/illness, the first three (3) days shall be covered as described by Labor Code, Article 3, Disability Payment, Section 4650. If the disability exceeds three (3) days, the City shall maintain the affected employee on full pay status for a period not to exceed ten (10) working days (per attending physician's recommendation).

This benefit shall not apply to a reoccurrence of a pre-existing problem or condition, nor to an injury which is determined to have been caused by negligence or non-observance

of safety procedures on the part of the affected employee. In such incidents, minimum coverage by law will apply.

If applicable, sick leave may be charged after these ten (10) working days to maintain full pay status at the discretion of the employee.

This section shall be reviewed on an annual basis at the termination of each agreement and evaluation based upon, cost to the City, bargaining unit's accident record and general safety practices observed by the covered employees.

Employees represented by this group who have suffered an industrial injury that has been accepted as such by the City and are not able to return to duty are not eligible to receive monthly benefit allowance once they have been declared permanent and stationary by either their treating physician or the Workers' Compensation Appeals Board and they have exhausted all of their accruals, leaving them on unpaid status. At such time, the City will also no longer be required to provide life insurance, dependent life insurance, and long term disability insurance.

If an employee is on leave due to an industrial injury that has been accepted as such by the City and is cleared to return to full or part time work by his/her treating physician, the employee will use sick leave in accordance with the City of Madera Personnel Rules and Regulations or any other leave the employee may have accrued to attend to any additional medical or therapy appointments scheduled during a work shift.

When an employee is on leave due to an industrial injury that has been accepted as such by the City, the City is not obligated to pay any more temporary disability than that which is provided for in the California Labor Code or in this Memorandum of Understanding. Employees will use accrued sick, vacation, holiday, or compensating time off to supplement temporary disability pay to provide a full regular paycheck.

Article 34 – Deferred Compensation

The City pays an amount equal to 4.2% of the Non-Safety employees' gross salary into a deferred compensation plan (the 4.2% may be rounded up or down).

Article 35 – Holidays

The employer agrees the following eight (8) hour days are established as holidays with pay:

New Year's Day, Martin Luther King's Birthday or Civil Rights Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day.

The employer agrees the following half (½) days (4 hours) are established as partial holidays with pay:

Good Friday and last day prior to either Christmas Day or New Year's Day. Except for employee at the Waste Water treatment Plant, when said listed holidays fall on a Sunday, the following Monday shall be deemed the holiday in lieu of the actual day observed, and when a holiday falls on Saturday, the preceding Friday shall be deemed the holiday in lieu of the actual day observed. For employees working at the Waste Water Treatment Plant, all holidays will be observed on the actual calendar day.

In addition to the above holiday policy, should a holiday fall on an employee's regular day off, the employee shall be scheduled to observe the holiday on either the last work day prior to the holiday or the first work day following the holiday. Should this not be possible, with the written permission of the City Administrator, this time may be added (placed on the books) as holiday time, which may be used at some time in the future on the same basis as vacation leave or the employee may be paid for the holiday in addition to all other hours worked and leave taken in the pay period.

The parties agree that to be eligible to receive a paid holiday, the employee must be in a paid status on the scheduled work day either immediately preceding the identified holiday or on the scheduled work day immediately following the identified holiday. Consistent with Personnel Rule IX Section 12, a new employee is not entitled to receive a paid holiday until he/she has actually worked for the City of Madera in a full time capacity for at least 1 scheduled work day.

In addition to the City observed holidays outlined above, employees in this unit will receive floating holiday leave hours. Said leave hours shall be credited to the employee on July 1 of each fiscal year, may not be carried over or cashed out, and shall be taken under the same conditions as vacation leave.

Employees with 5-9 years of full time continuous service with the City of Madera as of July 1 of each year shall be credited with 20 hours of floating holiday leave. Employees with 10 or more years of full time continuous service with the City of Madera as of July 1 of each year shall be credited with 40 hours of floating holiday leave.

Other than as provided in Article 19, when an employee is scheduled, as opposed to called in, to work on any of the aforementioned holidays, employee shall be paid at the rate of one and one half (1-1/2) times their normal rate of pay for the hours worked.

In addition, each employee shall receive the date known as the "employee anniversary date" (month and day hired as a regular employee) as a holiday. This holiday shall be added to vacation time at a straight time rate. Credit will not be given until the employee's anniversary date has passed.

In those instances where an employee is scheduled to work 10 hour shifts, compensation shall be computed based on the following scenarios:

Scenario #1.

Employee is scheduled to work, or called back to work, on a holiday for a 10 hour shift.

Compensation Computation for Scenario #1.

Compensation is based on 8 hours holiday pay at straight time and 10 hours of actual work performed at the rate of one and one half (1 ½) employee's normal rate of pay for the hours worked. (This equates to 23 hours of work paid at straight time.)

Scenario #2.

Employee is not scheduled to work a 10 hour shift on a holiday.

Compensation Computation for Scenario #2.

Employee can exercise one of two payment alternatives as shown below:

Payment Alternative #1

Employee may choose to be paid 2 hours from their accrued vacation bank or be paid 2 hours from their accrued CTO bank.

Payment Alternative #2

Employee can chose not to be paid for 2 hours.

Scenario #3.

Employee is scheduled to work 10 hours on a 4 hour holiday. (Good Friday or Winter Holiday).

Compensation Computation for Scenario #3

Compensation is based on 4 hours holiday pay at straight time and 6 hours of work at straight time, and 4 hours of time paid at one and one half (1 ½) for the 4 holiday hours worked. (This equates to 16 hours of work at straight time.)

Scenario #4.

Employee is not scheduled to work 10 hours on a 4 hour holiday (Good Friday or Winter Holiday).

Compensation Computation for Scenario #4.

Compensation is based on 4 hours holiday pay added to the normal paycheck.

Article 36 – Reclassification – Employee Initiated

Position Reclassification

An employee who believes his/her position is wrongly classified may submit a written request to the Human Resources Department for reclassification. Requests shall state the reason the employee believes the present class is not appropriate and which class the employee believes is appropriate, based on the employee's present duties. Requests must be made to the Human Resources Department in January or February so that changes may be included in the next fiscal year budget.

Classification Analysis

The supervisor shall forward the request to the department head. The department head shall then request that the Human Resources Director conduct a classification analysis. When the classification analysis is completed, a written response will be sent to the employee and the department head. The

city shall endeavor to complete the analysis as soon as practicable.

Appeals

If the employee disagrees with the response of the Human Resources Director, he/she may appeal to the City Administrator in writing. The written appeal must state the reasons why he/she feels that the Human Resources Director's findings were incorrect. The City Administrator may review the appeal, assign it to his designee or establish an advisory committee to review the matter. The decision of the City Administrator shall be final.

Article 37 – Military Leave

An employee requesting Military Leave must furnish a copy of their official orders to the immediate supervisor and the Human Resources Department as far in advance as possible.

For the purposes of this MOU, active and inactive duty will be defined based on the Military and Veteran's Code as follows:

Active Duty: Active military training, encampment, naval cruises, special exercises, or similar activity as a member of the reserve corps or force of the armed forces of the United States, or the National Guard, or the Naval Militia.

Inactive Duty: Weekend drills as a member of an inactive unit of the National Guard or Reserves, or a similar activity.

Consistent with its statutory obligation the City continues an employee's pay for the first 30 days of active duty on a given fiscal year. For the purposes of administering paid military leave, 180 hours of paid military leave is equivalent to 30 days. Employees requesting military leave for active duty beyond 180 hours may request a leave without pay or the use of vacation, compensatory time off or holiday time. Per Opinion No. 395.05 of the California Attorney General in regards to sections 395.03 and 395.05 of the Military and Veterans Code, the City is obligated to maintain 30 days of pay only one time per activation.

When requesting leave for inactive duty an employee may request leave without pay or use of vacation, compensatory time off, or holiday pay.

However, when an employee is called to active duty as a result of a Presidential declaration of war or military action the City will pay the employee the difference between their City and military pay after verification of military pay has been received by the City. Such salary continuation will be provided after an employee has exhausted 180 hours of paid military leave in the fiscal year as noted above. The salary continuation will cease when the employee is discharged from active duty or twelve (12) months after the date of active duty commences, whichever comes first.

Employees called to active duty will remain eligible to accrue vacation (up to the maximum accrual noted in the MOU), sick leave and benefit allowance (dollars) for each period in which the salary continuation benefits are paid. Uniform and /or Boot allowance for the fiscal year will also be prorated in recognition of the limited use during active military duty. If an employee has already received the Uniform and/or Boot allowance for the fiscal year, the employee will reimburse the City on a prorated basis in recognition of the limited use during the active military duty.

An employee on Military Leave is to be reinstated to the position (or a position of similar seniority, status and pay) held prior to being called to active duty if: 1) the employee has given advance notice of military service, 2) the cumulative length of the absence including all previous absences from the position of employment by reason of military service does not exceed five years, and 3) the returning veteran reports or seeks to return to work within the time required by statute.

Article 38 – Leave Without Pay

The City Administrator or designee may grant an employee a leave of absence without pay for a period not to exceed six months. However, under extraordinary circumstances the employee may request one extension not to exceed another six months for a total amount of leave without pay not to exceed one year.

A leave without pay may be granted only after all paid leave has been exhausted except when a person is receiving long term disability benefits, is unable to use their vacation due to the short duration of employment with the City or due to military leave.

Article 39 – Openers

During the term of this agreement there shall be openers as follows:

- None

During the life of this MOU, should either party desire to modify its terms or to meet and confer as to matters within the scope of representation not addressed in this Memorandum, such party shall request, in writing, to meet and confer on the item which item shall be specified in writing. Except as provided above, meet and confer on items requested using this provision, requires mutual agreement.

Article 40 – Savings Clause

The provisions of this MOU are declared to be severable and if any section, subsection, sentence, clause, or phrase of this agreement shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, subsections, sentences, clauses and phrases of this MOU, but they shall remain in effect, it being the intent of the parties that this agreement shall stand notwithstanding the invalidity of any part. Should any portion of this agreement be found invalid or

unconstitutional, and the parties will meet and confer to arrive at a mutually satisfactory replacement for the portion found to be invalid or unconstitutional.

Article 41 – Ratification

Nothing contained in this MOU shall be deemed binding on either the City or the Association following signing of this Memorandum by the respective parties until it has been ratified by the Association membership and approved by the City Council.

Article 42 – Term

Except as otherwise provided herein, this MOU shall be effective September 5, 2018 upon adoption by the City Council and remain in effect until midnight, the 30th day of June, 2019.

Signatures

REPRESENTATIVES OF MACEA

John Dalrymple, CEA Representative

Date

Dustin Pickett, MACEA President

Date

Estevan Romero, MACEA Representative

Date

Rosa Hernandez, MACEA Representative

Date

Jesus Orozco, MACEA Representative

Date

Roger Marz, MACEA Representative

Date

Clemente Garcia, MACEA Representative

Date

MANAGEMENT REPRESENTATIVE OF THE CITY OF MADERA

Steve Frazier, City Administrator

Date

GENERAL BARGAINING UNIT SALARY SCHEDULE

Exhibit A

Job Title	B/U	Range	Bi-Weekly Pay Rate					
			A	B	C	D	E	F
Accountant (Junior)	GBU	282	\$1,340.65	\$1,407.73	\$1,478.24	\$1,552.18	\$1,629.54	\$1,711.31
Accounting Technician I	GBU	240	\$1,087.50	\$1,141.85	\$1,198.65	\$1,258.88	\$1,321.55	\$1,387.66
Accounting Technician II	GBU	260	\$1,201.59	\$1,261.33	\$1,324.49	\$1,390.60	\$1,460.12	\$1,533.08
Accounting Technician III	GBU	280	\$1,327.43	\$1,393.53	\$1,463.55	\$1,536.51	\$1,613.38	\$1,694.18
Administrative Assistant	GBU	299	\$1,459.15	\$1,532.10	\$1,608.98	\$1,689.28	\$1,773.99	\$1,862.61
Administrative Secretary	GBU	275	\$1,294.62	\$1,359.26	\$1,427.32	\$1,498.81	\$1,573.72	\$1,652.56
Airport Maintenance Worker I	GBU	254	\$1,165.85	\$1,224.12	\$1,285.32	\$1,349.95	\$1,417.04	\$1,488.03
Airport Maintenance Worker II	GBU	274	\$1,288.26	\$1,352.89	\$1,420.46	\$1,491.46	\$1,565.89	\$1,644.23
Airport Maintenance Worker III	GBU	281	\$1,333.80	\$1,400.88	\$1,470.90	\$1,544.34	\$1,621.71	\$1,702.50
Animal Control Officer	GBU	290	\$1,395.49	\$1,465.02	\$1,538.47	\$1,615.34	\$1,696.13	\$1,780.84
Assistant Planner	GBU	352	\$1,900.81	\$1,995.80	\$2,095.69	\$2,200.47	\$2,310.64	\$2,426.20
Building Permit Technician	GBU	288	\$1,381.29	\$1,450.33	\$1,522.80	\$1,599.18	\$1,679.00	\$1,763.22
Combination Building Inspector	GBU	348	\$1,863.10	\$1,956.63	\$2,054.07	\$2,156.89	\$2,265.10	\$2,378.21
Computer Technician	GBU	344	\$1,826.38	\$1,917.94	\$2,013.91	\$2,114.29	\$2,220.06	\$2,331.21
Construction Inspector I	GBU	322	\$1,636.89	\$1,718.66	\$1,804.35	\$1,894.44	\$1,989.43	\$2,088.83
Construction Inspector II	GBU	342	\$1,808.26	\$1,898.85	\$1,993.84	\$2,093.24	\$2,198.02	\$2,308.19
Deputy City Clerk	GBU	311	\$1,549.24	\$1,626.60	\$1,707.89	\$1,793.57	\$1,883.18	\$1,977.19
Electrician II	GBU	361	\$1,987.96	\$2,087.36	\$2,192.15	\$2,301.34	\$2,416.40	\$2,537.35
Electrician III	GBU	381	\$2,196.55	\$2,306.72	\$2,429.13	\$2,542.73	\$2,670.04	\$2,803.71
Engineering Technician I	GBU	302	\$1,481.18	\$1,555.61	\$1,632.97	\$1,714.74	\$1,800.43	\$1,890.52
Engineering Technician II	GBU	322	\$1,636.89	\$1,718.66	\$1,804.35	\$1,894.44	\$1,989.43	\$2,088.83
Engineering Technician III	GBU	350	\$1,882.20	\$1,976.21	\$2,075.12	\$2,178.44	\$2,287.63	\$2,401.71
Facilities Maintenance Technician	GBU	289	\$1,388.15	\$1,457.68	\$1,530.63	\$1,607.02	\$1,687.32	\$1,772.03
Facility Aide	GBU	201	\$895.07	\$939.63	\$986.64	\$1,036.09	\$1,087.99	\$1,142.34
Field Representative	GBU	260	\$1,201.59	\$1,261.33	\$1,324.49	\$1,390.60	\$1,460.12	\$1,533.08
Grants Specialist	GBU	299	\$1,459.15	\$1,532.10	\$1,608.98	\$1,689.28	\$1,773.99	\$1,862.61
Industrial Electrical Technician	GBU	381	\$2,196.55	\$2,306.72	\$2,429.13	\$2,542.73	\$2,670.04	\$2,803.71

GENERAL BARGAINING UNIT SALARY SCHEDULE

Exhibit A

Maintenance Technician	GBU	283	\$1,347.51	\$1,414.59	\$1,485.59	\$1,560.01	\$1,637.87	\$1,719.64
Mechanic I	GBU	286	\$1,367.58	\$1,436.13	\$1,508.11	\$1,583.52	\$1,662.35	\$1,745.59
Mechanic II	GBU	301	\$1,473.83	\$1,547.77	\$1,625.14	\$1,706.42	\$1,791.62	\$1,881.22
Mechanic III	GBU	321	\$1,628.56	\$1,709.84	\$1,795.53	\$1,885.14	\$1,979.64	\$2,078.55
Neighborhood Outreach Assistant	GBU	276	\$1,300.99	\$1,366.11	\$1,434.66	\$1,506.15	\$1,581.56	\$1,660.88
Neighborhood Outreach Coordinator	GBU	306	\$1,511.05	\$1,586.94	\$1,666.27	\$1,749.51	\$1,836.66	\$1,928.72
Neighborhood Preservation Specialist I	GBU	310	\$1,541.41	\$1,618.77	\$1,699.56	\$1,784.76	\$1,873.88	\$1,967.40
Neighborhood Preservation Specialist II	GBU	330	\$1,703.48	\$1,788.68	\$1,877.79	\$1,971.81	\$2,070.22	\$2,174.03
Neighborhood Preservation Specialist III	GBU	350	\$1,882.20	\$1,976.21	\$2,075.12	\$2,178.44	\$2,287.63	\$2,401.71
Office Assistant I	GBU	213	\$950.40	\$997.90	\$1,047.84	\$1,100.23	\$1,155.08	\$1,212.85
Office Assistant II	GBU	233	\$1,049.80	\$1,102.68	\$1,157.52	\$1,215.30	\$1,276.51	\$1,340.16
Parks Leadworker	GBU	308	\$1,526.23	\$1,602.61	\$1,682.91	\$1,767.13	\$1,855.27	\$1,947.81
Parks Worker I	GBU	248	\$1,131.57	\$1,188.37	\$1,247.62	\$1,309.80	\$1,375.42	\$1,443.97
Parks Worker II	GBU	268	\$1,250.07	\$1,312.74	\$1,378.35	\$1,447.39	\$1,519.86	\$1,595.76
Parks Worker III	GBU	288	\$1,381.29	\$1,450.33	\$1,522.80	\$1,599.18	\$1,679.00	\$1,763.22
Payroll Specialist	GBU	316	\$1,588.41	\$1,667.73	\$1,751.46	\$1,838.62	\$1,930.67	\$2,027.14
Plans Examiner	GBU	360	\$1,978.17	\$2,077.08	\$2,180.88	\$2,290.08	\$2,404.65	\$2,524.62
Public Works Maintenance Lead Worker	GBU	305	\$1,503.70	\$1,578.62	\$1,657.94	\$1,740.69	\$1,827.85	\$1,918.92
Public Works Maintenance Worker I	GBU	254	\$1,165.85	\$1,224.12	\$1,285.32	\$1,349.95	\$1,417.04	\$1,488.03
Public Works Maintenance Worker II	GBU	274	\$1,288.26	\$1,352.89	\$1,420.46	\$1,491.46	\$1,565.89	\$1,644.23
Public Works Maintenance Worker III	GBU	281	\$1,333.80	\$1,400.88	\$1,470.90	\$1,544.34	\$1,621.71	\$1,702.50
Public Works Maintenance Worker IV	GBU	285	\$1,360.73	\$1,428.79	\$1,500.28	\$1,575.19	\$1,654.02	\$1,736.77
Purchasing Assistant	GBU	280	\$1,327.43	\$1,393.53	\$1,463.55	\$1,536.51	\$1,613.38	\$1,694.18
Recreation/Community Programs Coordinator	GBU	313	\$1,564.91	\$1,643.25	\$1,725.02	\$1,811.69	\$1,902.28	\$1,997.27
Secretary	GBU	253	\$1,159.97	\$1,218.24	\$1,278.96	\$1,343.10	\$1,410.18	\$1,480.69
Senior Nutrition Program Monitor	GBU	233	\$1,049.80	\$1,102.68	\$1,157.52	\$1,215.30	\$1,276.51	\$1,340.16
Solid Waste/Recycling Assistant	GBU	283	\$1,347.51	\$1,414.59	\$1,485.59	\$1,560.01	\$1,637.87	\$1,719.64
Solid Waste/Recycling Coordinator	GBU	313	\$1,564.91	\$1,643.25	\$1,725.02	\$1,811.69	\$1,902.28	\$1,997.27
Water Quality Specialist I	GBU	283	\$1,347.51	\$1,414.59	\$1,485.59	\$1,560.01	\$1,637.87	\$1,719.64
Water Quality Specialist II	GBU	305	\$1,503.70	\$1,578.62	\$1,657.94	\$1,740.69	\$1,827.85	\$1,918.92

GENERAL BARGAINING UNIT SALARY SCHEDULE

Exhibit A

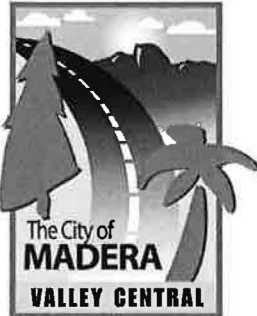
Water Quality Specialist III	GBU	325	\$1,661.37	\$1,744.61	\$1,831.77	\$1,923.33	\$2,019.30	\$2,120.17
Water Quality Specialist In Training	GBU	262	\$1,213.34	\$1,274.06	\$1,337.71	\$1,404.79	\$1,474.81	\$1,548.75
Water System Lead Worker	GBU	335	\$1,746.57	\$1,833.72	\$1,925.29	\$2,021.75	\$2,122.62	\$2,228.87
Water System Technician	GBU	344	\$1,826.38	\$1,917.94	\$2,013.91	\$2,114.29	\$2,220.06	\$2,331.21
Water System Worker I	GBU	272	\$1,275.53	\$1,339.18	\$1,406.26	\$1,476.28	\$1,550.22	\$1,628.07
Water System Worker II	GBU	311	\$1,549.24	\$1,626.60	\$1,707.89	\$1,793.57	\$1,883.18	\$1,977.19
Water System Worker III	GBU	315	\$1,580.58	\$1,659.41	\$1,742.65	\$1,829.81	\$1,921.37	\$2,017.34
WW Lab Analyst/Environmental Compliance Inspector I	GBU	345	\$1,835.68	\$1,927.25	\$2,023.71	\$2,125.06	\$2,231.32	\$2,342.96
WW Lab Analyst/Environmental Compliance Inspector II	GBU	365	\$2,028.11	\$2,129.47	\$2,236.21	\$2,347.85	\$2,465.37	\$2,588.76
WWTP Lead Operator	GBU	383	\$2,218.59	\$2,329.74	\$2,446.27	\$2,568.19	\$2,696.97	\$2,831.62
WWTP Mechanic	GBU	375	\$2,131.92	\$2,238.66	\$2,350.30	\$2,467.82	\$2,591.21	\$2,720.96
WWTP Operator I	GBU	322	\$1,636.89	\$1,718.66	\$1,804.35	\$1,894.44	\$1,989.43	\$2,088.83
WWTP Operator II	GBU	344	\$1,826.38	\$1,917.94	\$2,013.91	\$2,114.29	\$2,220.06	\$2,331.21
WWTP Operator III	GBU	364	\$2,018.32	\$2,119.19	\$2,224.95	\$2,336.10	\$2,453.13	\$2,575.54
WWTP Operator In Training	GBU	301	\$1,473.83	\$1,547.77	\$1,625.14	\$1,706.42	\$1,791.62	\$1,881.22

SAFETY BOOT ALLOWANCE

Exhibit B

Airport Maintenance Worker I/II/III
Combination Building Inspector
Construction Inspector I/II
Electrician II/III
Engineering Technician I/II/III
Facilities Maintenance Technician
Field Representative
Fire Prevention Officer in Training
Fire Prevention Officer I/II
Industrial Electrical Technician
Maintenance Technician
Mechanic I/II/III
Neighborhood Preservation Specialist I/II/III
Parks Worker I/II/III
Parks Lead Worker
Public Works Maintenance Lead Worker
Public Works Maintenance Worker I/II/III/IV
Solid Waste/Recycling Assistant
Solid Waste/Recycling Coordinator
Water Quality Specialist in Training
Water Quality Specialist I/II/III
Water System Lead Worker
Water System Technician
Water System Worker I/II/III
WWTP Lab Analyst/Environmental Compliance Inspector I/II
WWTP Lead Operator
WWTP Mechanic
WWTP Operator I/II/III


REPORT TO CITY COUNCIL



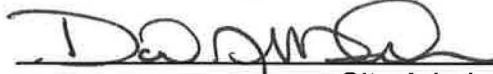
Council Meeting of September 5, 2018

Agenda Item Number B-13

Approved by:



Department Director



For City Administrator

Consideration of a Resolution Approving a Memorandum of Understanding between the City of Madera and the Mid-Management Employee Group and Authorizing the City Administrator to Sign the Memorandum

RECOMMENDATION

It is recommended Council approve the Memorandum of Understanding (MOU) between the City of Madera (City) and the Mid-Management Employee Group (MM) and authorize the City Administrator to sign the memorandum.

HISTORY

The existing MOU between the City and MM expired June 30, 2018. Representatives of the City and MM met and conferred in good faith through the collective bargaining process and have reached agreement on the terms of a new MOU. The meet and confer process included participation in mediation overseen by the State Mediation and Conciliation Service, a division of the Public Employee Relations Board (PERB). The mediator met with the City and with MM representatives individually and drafted a "Mediator's Proposal" that he believed was in the best interests of both parties after hearing all proposals and reasoning by the parties.

SITUATION

The proposed MOU is based on the Mediator's Proposal and provides for the following:

- A one year agreement, effective through June 30, 2019.
- There will be no changes to the existing salary schedule nor will there be any cost of living adjustments. However, each employee represented by MM will receive a one time payment of \$500 after the MOU has been approved.

- Language was added regarding MM notification of new hires and access to new employee orientation consistent with the requirements of AB119 and SB866. This also includes language regarding dues deduction authorizations and notification, also consistent with SB866.
- Employees represented by MM are exempt from overtime. The new MOU captures existing City practice where a MM employee may request to flex their schedule to accommodate work/life balance and such requests may be approved by the applicable Department Head.
- The City's contribution toward medical, dental and vision insurance will be equal to the premium for said plan based on enrollment level (employee only, employee + 1, or employee + family).
- The amount of education reimbursement for college expenses will be increased from up to \$1,800/fiscal year to \$2,400/fiscal year. This reimbursement is for college coursework with a grade of C or better and any required text books.
- Employees represented by MM will be eligible for education pay of 5% for obtaining a Master's degree related to their field of work or 7% for obtaining a Doctoral degree related to their field of work. These incentives cannot be combined.
- City-paid life insurance will increase from \$15,000/employee to \$25,000/employee for employees represented by MM.
- Employees will be eligible for up to three (3) days of non-chargeable bereavement leave in the event of the death of the employee's parent, spouse or child.
- The reasons for sick leave use have been modified to state that if an employee is approved for Family Medical Leave Act (FMLA) or California Family Rights Act (CFRA) leave, the employee may use sick leave for the absence regardless of the reason for leave. It is required that the employee complete any required paperwork to certify the need for leave along with timely notification of the need for leave.

A revised MOU reflecting these changes is on file with the office of the City Clerk and referred to for further particulars.

FISCAL IMPACT

The estimated annual cost of the agreement is \$31,984 for the modification to life insurance, education incentive pay and the one-time payment. The new contribution for health benefits is less than the prior fiscal year, representing a savings for this unit of approximately \$26,985. This change in the health benefits was already captured in the adopted 2018-19 budget. The net estimated annual cost of the agreement is \$4,999. This does not include a monetary value for items such as the non-chargeable bereavement leave, modification to sick leave requirements, education reimbursement modification and other similar provisions as these vary from year-to-year and there is no specific recurring monetary value to assign.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

Labor relations between the City and its respective bargaining units are not specifically 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
APPROVING A MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF MADERA AND THE MID-MANAGEMENT EMPLOYEE
GROUP AND AUTHORIZING THE CITY ADMINISTRATOR TO SIGN THE
MEMORANDUM

WHEREAS, the City of Madera (City) wishes to establish reasonable rules, regulations and compensation for its staff within the financial limits of the organization; and

WHEREAS, a Memorandum of Understanding (MOU) between the City and the Mid-Management Employee Group (MM) expired June 30, 2018; and

WHEREAS, in accordance with the Meyers Milias Brown Act, the City of Madera has met and conferred in good faith with MM representatives to negotiate a successor MOU, including participation in mediation; and

WHEREAS, an MOU has been prepared based on the outcome of said mediation, and such MOU is acceptable to both parties.

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 Memorandum of Understanding between the City of Madera and the Mid-Management Employee Group for September 5, 2018-June 30, 2019, on file with the Office of the City Clerk and referred to for further particulars, is approved.
3. The City Administrator is authorized to sign the Memorandum of Understanding on behalf of the City of Madera.
4. This resolution is effective immediately upon adoption.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF MADERA
AND
THE MID-MANAGEMENT EMPLOYEE GROUP**

Effective September 5, 2018 to June 30, 2019

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Article 1 - Introduction

The duly authorized representatives of the City of Madera, hereinafter referred to as the City, and the Mid-Management Employee Group, hereinafter referred to as the Group having met and conferred in good faith do hereby jointly prepare and execute this Memorandum of Understanding (MOU).

The purpose of this MOU is to affirm, promote and provide for harmonious relations, cooperation and understanding between the City and members of the Group. It is also intended to provide an equitable means of resolving any misunderstanding or differences which may arise regarding wages, hours and other terms and conditions of employment.

Article 2 - Full Understanding

This MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other existing understanding or agreement by the parties, whether formal or informal, regarding any such matters are hereby terminated in their entirety.

This MOU shall govern in case of conflict with provisions of existing City and Department rules, regulations, and ordinances pertaining to wages, hours and other terms and conditions of employment. Otherwise existing City and Department rules, regulations and ordinances shall prevail and the City Council retains its power to legislate or take other appropriate actions not in conflict with this MOU.

Except for emergencies, the Group, if affected, shall be given reasonable advance written notice of proposed modification or adoption of any rule, regulation, or ordinance directly related to matters within the scope of representation and shall be given the opportunity to meet and confer with the City prior to adoption.

Article 3 - Discrimination

Employees or prospective employees shall not be employed, promoted, discharged or in any way favored, disadvantaged or discriminated against in any respect because of race, ancestry, religious creed, color, national origin, sex, pregnancy, marital status, sexual orientation, medical condition, mental or physical disability, Veteran's status, request for family medical leave political opinion or affiliation, or association membership or activity; and, to the extent prohibited by applicable law, there shall be no discrimination because of age.

Article 4 - Employee and Employer Rights

The parties hereto agree that this Memorandum of Understanding does not, in any manner, abridge, modify or restrict the rights and prerogatives of the employees and the City as set forth in Resolution #4775 of the City of Madera and by this reference, said Resolution is incorporated herein as though set forth in full.

It is further understood and agreed that the City retains all its powers and authority to manage municipal services and the work force performing those services.

The City recognizes its obligations to meet and confer in good faith in accordance with the Meyers Milias Brown Act. However, it is agreed that during the term of this MOU the City shall not be required to meet and confer on matters, which are solely a function of management, including but not strictly limited to:

1. Determining and modifying the organization of City government and its constituent work units.
2. Determining the nature, standards, levels and mode of delivery of services to be offered to the public.
3. Determining the methods, means and the numbers and kinds of personnel by which services are to be provided.
4. Determining whether goods; or services shall be made or provided by the City, or shall be purchased, or contracted for.
5. Directing employees, including scheduling and assigning work, work hours, and overtime.
6. Establishing employee performance standards and to require compliance therewith.
7. Discharging, suspending, demoting, reducing in pay, reprimanding, withholding salary increase and benefits, or otherwise disciplining employees, subject to the requirements of applicable law.
8. Relieving employees from duty because of lack of work or lack of funds or other legitimate reasons.
9. Implementing rules, regulations, and directives consistent with law and the specific provisions of this MOU.
10. All City rights formerly or presently claimed or vested in the City on the effective date of this MOU, even though not specifically set forth above, are retained by the City unless clearly and explicitly modified or restricted in this MOU.

Article 5 – Mid Management Group Membership

Maintenance of Membership

Any employee in this unit who has authorized Group dues deductions on the effective date of this MOU or at any time subsequent to the effective date of this MOU shall continue to have such dues deductions made by the City during the term of this MOU; provided however, that any employee in the unit may terminate such Group dues during the period of December 1 through December 15th of each year of the MOU by notifying the Group in writing of his/her termination of Group dues deduction. Such notification shall be delivered in person or by U.S. mail and should be in the form of a letter containing the following information: employee name, employee number, job classification, department name and name of Bargaining Group from which dues deductions are to be canceled. The letter shall be sent to Madera City Hall located at 205 W. 4th Street, ATTN: Mid Management Group. The Group will provide the City's Payroll Department with the appropriate documentation to process these dues cancellations within ten (10) business days after the close of the withdrawal period. The effective date for dues cancellation will be the first full pay period after January 1st of each year.

Authorization by individual members to begin or requests to terminate dues deductions will be maintained by the Bargaining Group. The start or stop of membership dues deductions for individual members will be communicated by the Group to the City's Payroll Department in writing

by an authorized representative of the Group. Requests to begin dues deductions will be effective the next whole pay period following receipt by the Payroll Department of the written request to begin such deductions from the Bargaining Group. The City will not be held liable for Group dues deductions made or terminated based on notice from an authorized Bargaining Group representative.

Group Dues Deduction

The City shall deduct from the first two (2) paychecks in each calendar month of unit employees the regular [periodic] Group membership dues as certified by an authorized official of the Bargaining Unit, pursuant to the Groups' deduction authorization form duly completed and signed by the employee, and transmit such deductions monthly to the Group. Such deduction shall be made only when the Group member's earnings for a pay period are sufficient after other legally required deductions are made. It is agreed that the City assumes no liability on account of any actions taken pursuant to this section. The Group will provide a thirty day written notice to the City's Human Resources Department of any changes in the amount of the dues.

New Employee Orientation

The City will provide the Group with two weeks advance notice (when possible) of any new employee's orientation and will give a Group representative up to 20 minutes as part of that orientation. The Group's part of the orientation will take place the 2nd work day of the new employee in an appropriate break room. The Group will be given a new employee's name, work unit, job classification, home address, personal cell phone, rate of pay and start date prior to the employee's start date to the extent the information is available.

Article 6 - Salaries and Benefits

The salary schedule attached as Exhibit A reflects the current salary plan. There are no changes to the existing salary schedule..

After an employee has been at the top (F) step of their salary range for one year (on their anniversary date), the employee is eligible for a 'Y' step. The Y step equals a 2.5% increase and must be recommended per supervisor's evaluation. Five years after an individual has reached the Y step and remains frozen at a particular range/step, the employee is eligible for an additional 2.5% increase. This would then continue every five (5) years to a maximum of 10%.

Employees represented by this unit employed with the City as of the date this Agreement is approved by the City Council and who continue to be employed as of September 28, 2018 will receive a one-time lump sum payment of \$500.00, subject to applicable taxes and deductions. Said payment will be made on pay date October 5, 2018. The parties agree that this one-time payment does not meet the definition of compensation earnable nor does it qualify as any applicable special compensation for CalPERS reporting purposes.

Article 7 - Overtime

Both the City and Mid-Management Group recognize that overtime rules are set at both the Federal and State level and these rules are not necessarily the same nor under control of the City or Group. It is the intent of the parties to comply with both Federal and State requirements on an ongoing basis. Both Federal and State regulations provide a 2-part test for determining whether a position is overtime exempt. The two parts are referred to as the duties test and the salaries test. All positions in the Mid-Management Group meet the duties test under either the 'Executive', 'Professional' or 'Administrative' exemption. As regulations change some positions will not meet the salary test at certain steps of their assigned salary range.

For any positions that do not meet either the Federal or State salary test at certain steps, employees working in those positions at those steps will be eligible for overtime pay as set by statute for all hours eligible for overtime under either the Federal or State statutes as they apply to the City of Madera. Employees may elect to accrue equivalent Compensatory Time Off (CTO) in lieu of cash payment for overtime hours worked. Use of available CTO shall be requested and approved in the same manner as vacation leave. The CTO time bank for each employee shall be capped at 240 hours.

Employees eligible to accrue CTO as well as employees who have a remaining CTO balance from prior positions or pay rates that were eligible for overtime who have a CTO balance on the books may make an annual request to cash-out CTO. Specifically, the employee may request an annual cash-out of CTO in writing to the payroll department no later than August 31 of each year to be paid the second payroll in September.

In recognition of the fact that all positions in the Mid-Management Group are expected to work all reasonable hours necessary to accomplish assigned tasks the represented positions will be credited with five days (40 Hours) of Administrative Leave at the beginning of each fiscal year. This leave may not be carried over or cashed out and shall be taken under the same conditions as vacation leave. It is recognized that such time is not intended to provide an hour for hour or greater leave for actual hours worked over those scheduled, but is a benefit in recognition of duty requirements.

Generally, a regular workweek shall consist of 40 hours. These hours shall be scheduled by the City but shall not violate applicable State of California Labor Codes or existing City Personnel Rules and Regulations. Work schedules may be 5/8s, 4/10s or a 9/80 schedule. Authority to work a 4/10 or 9/80 schedule will be granted with the approval of the City Administrator and the Department Head provided public service hours are not adversely impacted and customer service is maintained. Employees approved to work a 4/10 or 9/80 work schedule must commit to that work schedule for at least one year unless an unforeseen emergency dictates a return to his/her prior work schedule. Any request to modify an approved 4/10 or 9/80 work schedule must also include a commitment to maintain the modification for at least one year. Requests to discontinue a 4/10 or 9/80 work schedule within one year of approval and all requests to modify a 4/10 or 9/80 work schedule must be approved by the City Administrator and Department Head.

Employees may request to flex their regular work schedule. Approval of such requests will be at the discretion of the Department Head.

Article 8 - Holidays

The parties agree that the following (8) hour days are established as holidays with pay: New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day: Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day After Thanksgiving, and Christmas Day.

The parties agree that the following half days (4 hours) are established as partial holidays with pay: Good Friday and the last work day prior to Christmas or New Year's Day.

The parties agree that to be eligible to receive a paid holiday, the employee must be in a paid status on the scheduled work day either immediately preceding the identified holiday or on the scheduled work day immediately following the identified holiday. Consistent with Personnel Rule

IX Section 12, a new employee is not entitled to receive a paid holiday until he/she has actually worked for the City of Madera in a full time capacity for at least 1 scheduled work day.

If an employee is required to work a special mandatory event on a paid holiday, the paid holiday may be shifted within the same pay period to a date approved by the applicable Department Head. This is not meant to address situations in which an employee may work on a paid holiday to catch up on work or finish a project that is due, but is instead meant to capture such instances as the Parks Department's 4th of July event in which employee attendance is mandatory and necessary for the success of the event. In these instances, the event is known in advance and all arrangements should be made in advance. It is the employee's responsibility to request of his/her Department Head the appropriate day within the same pay period to shift the paid holiday to. If arrangements are not made prior to the end of the pay period in which the paid holiday occurs, the employee may not shift the paid holiday to a subsequent pay period.

In addition to the City observed holidays outlined above, employees in this unit will receive floating holiday leave hours. Said leave hours shall be credited to the employee on July 1 of each fiscal year, may not be carried over or cashed out, and shall be taken under the same conditions as vacation leave.

Employees with 5-9 years of full time continuous service with the City of Madera as of July 1 of each year shall be credited with 20 hours of floating holiday leave. Employees with 10 or more years of full time continuous service with the City of Madera as of July 1 of each year shall be credited with 40 hours of floating holiday leave.

Article 9 - Anniversary Date

Each employee shall receive the date known as the "employee anniversary date" as a vacation day. This day shall be added to vacation time at a straight time rate. Credit for the day will not be given until the employee's anniversary date has passed during the current fiscal year.

Article 10 - Vacation

Group employees earn vacation credits, dependent upon the number of years of service with the City, for each pay period an employee is in a paid status at least 50% or more of the period. All accrued vacation is paid to a Group member upon retirement, resignation or termination.

COMPLETED YEARS = NUMBER OF HOURS RECEIVED PER PAY PERIOD

0 through 4 yrs. =	3.6923 hrs. per pay period
5 through 9 yrs. =	4.6156 hrs. per pay period
10 through 14 yrs. =	5.5384 hrs. per pay period
15 through 19 yrs. =	6.1538 hrs. per pay period
20 plus yrs. =	6.4615 hrs. per pay period

Vacation may be used after completing six months of continuous service. The maximum vacation employees in this group are allowed to accumulate is 360 hours.

Employees represented by this bargaining unit may request to cash out up to 40 hours of vacation each fiscal year. To be eligible for such cash out provision, employees must make their request in writing to the payroll department no later than August 31 of each year for cash out to be paid

the second payroll in September. Additionally, employees must have a vacation balance of at least 160 hours to request a cash out.

Article 11 - Education Reimbursement and Education Incentive Pay

Employees are eligible for job related educational reimbursement for courses with prior approval of their respective Department Head and City Administration and a minimum passing grade of "C" as follows:

- Books: 100%
- Tuition: 100%
- No mileage reimbursement allowed

The 100% reimbursement is limited to a total of \$2,400 per fiscal year. Reimbursement request must be submitted to the Human Resources Department no later than 45 days after completion of the course.

Scheduled time off for classes not offered during off work time must use compensatory, administrative or vacation time, not to exceed six (6) hours per week.

Employees in this unit will be eligible for education incentive pay as follows. These incentives cannot be combined.

- 5% of base pay only for an approved Master's Degree
- 7% of base pay only for an approved Doctoral Degree, not to be combined with or compounded by the 5% Master's Degree incentive

To receive incentive pay under this provision, the employee must first submit to their Department Head proof of degree attainment in the form of a diploma or transcripts from an academic institution accredited by a recognized college/university accrediting agency along with a written request for incentive pay that states the reason the degree is applicable to the employee's field of work. The Department Head will review the request and make a determination to recommend or not recommend the requested incentive pay to the City Administrator. If the Department Head fails to make a determination within ten (10) business days of the submittal of the request by the employee, the employee may forward the request directly to the Human Resources Department noting the original date of submission to the Department Head. If the degree is applicable to the employee's field of work, the Department Head will recommend approval to the City Administrator by submitting the supplied diploma or transcripts with the prescribed City form/process for recommending pay increases to the Human Resources Department. Human Resources will route the request for the incentive pay to the City Administrator for review and consideration of approval. All approved incentives will be effective the first whole pay period following approval by the City Administrator of the request for incentive pay.

If an employee's Department Head does not recommend a degree for incentive pay on the basis that said degree is not relative to the employee's assigned field of work, the employee may appeal this determination to the City Administrator by submitting a written request for review to the City's Human Resources Department within ten (10) working days of denial. Such request shall include the reasons why the employee feels the degree incentive request should not have been denied, including how/why the specific degree is applicable to the employee's

field of work. The City Administrator will review the appeal request and make a final determination on whether the degree is applicable to the employee's field of work. The decision of the City Administrator in this matter shall be final and will not be grievable or appealable in any other manner.

Article 12 - Bilingual Pay

Eligibility for bilingual pay will be based on employee proficiency determined by testing. The City Administrator shall determine the number of bilingual positions and tier levels needed for each department.

Tier #1. Successful passing of the Cooperative Personnel Services (CPS) "Spanish Bilingual Proficiency Test, Social Services" with a proficiency rating of no less than a level three.

Tier #2. Successful passing of the CPS "Spanish Bilingual Proficiency Test, Social Service with a proficiency rating of either level four or five.

Tier #3. Successful passing of the CPS "Spanish Bilingual Proficiency Test, Social Services" with a proficiency rating of no less than six.

Compensation for the bilingual Tier system shall be as follows:

Tier # 1 \$150 per month Tier # 2 \$200 per month Tier # 3 \$250 per month

The employees currently receiving bilingual' incentive pay shall continue to receive \$50.00 per month unless they pass the CPS proficiency test at the designated level.

For represented employee's taking the Cooperative Personnel Services (CPS) "Spanish Bilingual Proficiency Test, Social Services" in or after December 2010, bilingual incentive pay shall be determined as follows:

Tier #1. Successfully passing with a proficiency rating of no less than a level three. \$150 per month

Tier #2. Successfully passing with a proficiency rating of no less than four. \$200 per month

Tier #3. Successfully passing with a proficiency rating of no less than five. \$250 per month

Article 13 - Mileage Reimbursement

For authorized use of an employee's vehicle, the employee will be reimbursed per mile at the current IRS rate. A valid California driver's license and insurance coverage is required.

Article 14 - Sick Leave

Sick leave, with pay, accrues at the rate of 3.6923 hours per pay period an employee is in a paid status at least 50% or more of the period. Rules governing sick leave use and eligibility are noted in the City of Madera Personnel Rules and Regulations manual.

In addition to the reasons for use of Sick Leave as stated in the Personnel Rules & Regulations, an employee may utilize accrued Sick Leave hours for any absence designated by the City as

being covered by the Federal Family Medical Leave Act (FMLA) and/or the California Family Rights Act (CFRA), regardless of the reason for the leave. It will be the employee's responsibility to complete the required paperwork to certify the need for leave and he/she must provide timely notification of the need for leave in compliance with FMLA/CFRA regulations. Use of Sick Leave for this purpose will not commence until such requirements have been met. Use of Sick Leave for family members when the leave has been designated as FMLA/CFRA will not count against the employee's annual limit of Family Sick Leave as provided in Article 15 of this MOU.

Employees hired/promoted to the Mid-Management Group prior to 7/1/83 may cash out sick leave per the following:

Years of Service	% of Leave	Years of Service	% Of Leave
5 (min)	10	13	28
6	12.5	14	29
7	15	15	30
8	17.5	16	34
9	20	17	38
10	25	18	42
11	26	19	46
12	27	20 (max)	50

Employees hired/promoted to Mid-Management 7/1/83 and later may cash out sick leave at the rate of 1 % a year for each year of service up to a maximum of 30% for 30 years. To be eligible employees must be employed with the City on a full time basis for a minimum of five years.

The cash out provision of sick leave pertains only to retirements and positive terminations. Negative terminations (discharge) are not, eligible for cash out of sick leave. An employee has the option to convert 100% of the remaining sick leave upon retirement to PERS service credit.

Article 15 - Family Sick Leave

Sick Leave may be used up to the limit of forty-eight hours each calendar year:

1. For the diagnosis, care, or treatment of an existing health condition or preventative care for an employee's family member, including:
 - 1.1. Child (including a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis.)
 - 1.2. Spouse or Registered Domestic Partner
 - 1.3. Parent (including biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.)
 - 1.4. Grandparent
 - 1.5. Grandchild.

- 1.6. Sibling.
2. To obtain any relief or services related to being a victim of domestic violence, sexual assault, or stalking including the following with appropriate certification of the need for such services:
 - 2.1. A temporary restraining order or restraining order.
 - 2.2. Other injunctive relief to help ensure the health, safety or welfare of themselves or their children.
 - 2.3. To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
 - 2.4. To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.
 - 2.5. To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.
 - 2.6. To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

Such leave is a part of Sick Leave accrual, not in addition to the annual accrual of Sick Leave. All conditions and restrictions placed by the City upon the use by an employee of sick leave for himself or herself shall apply to the use by an employee of sick leave to attend to an illness of his or her identified family member.

All other provisions for use of Sick Leave by the employee also apply to Family Sick Leave use. This includes, but is not limited to, the Sick Leave section of the Personnel Rules and Regulations.

This time is part of, not in addition to, the 12 days (96 Hours) of sick leave earned per year.

Article 16 – Bereavement Leave

In the event of the death of the employee's parent, spouse or child, employee shall be eligible for paid non-chargeable leave up to a maximum of three (3) days. Employees granted bereavement leave for a parent, spouse or child shall be paid for work hours regularly scheduled only but not worked.

When a death occurs in the immediate family of an employee, the employee shall be granted up to three (3) days leave for the death of a family member residing within the State of California or five (5) days leave for the death of a family member who resides outside the State of California. Such time will be charged to sick leave, vacation leave, administrative leave or floating holiday at the employee's discretion. The immediate family is defined as current spouse, registered domestic partner, child, parent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law and grandparents.

Article 17 – Military Leave

An employee requesting Military Leave must furnish a copy of their official orders to the immediate supervisor and the Human Resources Department as far in advance as possible.

For the purposes of this MOU, active and inactive duty will be defined based on the Military and Veteran's Code as follows:

Active Duty: Active military training, encampment, naval cruises, special exercises, or similar activity as a member of the reserve corps or force of the armed forces of the United States, or the National Guard, or the Naval Militia.

Inactive Duty: Weekend drills as a member of an inactive unit of the National Guard or Reserves, or a similar activity.

Consistent with its statutory obligation the City continues an employee's pay for the first 30 days of active duty on a given fiscal year. For the purposes of administering paid military leave, 180 hours of paid military leave is equivalent to 30 days. Employees requesting military leave for active duty beyond 180 hours may request a leave without pay or the use of vacation, compensatory time off or holiday time. Per Opinion No. 395.05 of the California Attorney General in regards to sections 395.03 and 395.05 of the Military and Veterans Code, the City is obligated to maintain 30 days of pay only one time per activation.

When requesting leave for inactive duty an employee may request leave without pay or use of vacation, compensatory time off, or holiday pay.

However, when an employee is called to active duty as a result of a Presidential declaration of war or military action the City will pay the employee the difference between their City and military pay after verification of military pay has been received by the City. Such salary continuation will be provided after an employee has exhausted 180 hours of paid military leave in the fiscal year as noted above. The salary continuation will cease when the employee is discharged from active duty or twelve (12) months after the date of active duty commences, whichever comes first.

Employees called to active duty will remain eligible to accrue vacation (up to the maximum accrual noted in the MOU), sick leave and benefit allowance (dollars) for each period in which the salary continuation benefits are paid. Uniform and /or Boot allowance for the fiscal year will also be prorated in recognition of the limited use during active military duty. If an employee has already received the Uniform and/or Boot allowance for the fiscal year, the employee will reimburse the City on a prorated basis in recognition of the limited use during the active military duty.

An employee on Military Leave is to be reinstated to the position (or a position of similar seniority, status and pay) held prior to being called to active duty if: 1) the employee has given advance notice of military service, 2) the cumulative length of the absence including all previous absences from the position of employment by reason of military service does not exceed five years, and 3) the returning veteran reports or seeks to return to work within the time required by statute.

Article 18 - Insurance Benefits

The City shall provide a monthly benefit dollar amount for each employee to purchase at a minimum employee only medical, dental, and vision coverage. The pay period equivalent of the benefit dollars will be paid each of 24 pay periods per calendar year provided an employee is in a paid status 50% or more of the period when eligible to participate in the health insurance plan. All employees receiving the benefit dollars will be required to participate in the premium conversion component of the IRS Section 125 plan at no cost to the employee.

The number of people the employee elects to enroll in the medical plan determines the amount of benefit dollars provided. If the cost of the employee benefit elections are less than the benefit dollars provided the remainder will be added to the employee check. If the cost of the employee benefit elections is greater than the benefit dollars provided, then the remainder will be deducted from the employee check. Employees can waive participation in health insurance benefits if they provide evidence of other coverage. To comply with Internal Revenue Service (IRS) Regulations for "Eligible Opt Out Arrangements" under the Section 125 plan, Employees who seek to waive health benefits coverage must provide a copy of their insurance card demonstrating other coverage or provide sufficient plan information as determined by the City's Human Resources Department such as the carrier and group number of the plan. Additionally, to meet IRS requirements, employees must attest to the fact that the plan they have that allows them to waive participation in the City's plan meets Minimum Essential Coverage (MEC) requirements of the Affordable Care Act and that all members of their tax family have coverage that meets MEC requirements. Such waiver and attestation shall be captured on forms provided by the Human Resources Department. No portion of this MOU is meant to convey requirements more stringent than those required by the Affordable Care Act and/or IRS Regulations.

Effective July 1, 2018, the City's contribution towards health insurance will be equal to the plan premiums for each enrollment level. For the 2018-19 plan year, that contribution will be as follows:

<u>Coverage</u>	<u>Monthly Benefit Dollars</u>
Waiver of Coverage	\$300.00
EE Only	\$740.16
EE+1	\$1,354.83
EE+Family	\$1,971.79

Employer will continue offering teledoc services for the July 1, 2018-June 30, 2019 plan year. The teledoc services are captured in the medical plan premiums and monthly benefit allowance as indicated above and no contribution beyond the above monthly benefit allowance will be made by Employer.

The City reserves the right to determine the carriers and will seek input from the bargaining units regarding plan design of the standard benefits and possible voluntary optional benefits. Optional benefits include, but are not limited to, dependent coverage and participation in flexible spending accounts.

The City provides term life insurance for employees in the Group in the amount of \$15,000 for which includes accidental death and dismemberment (AD & D) coverage. Effective October 1, 2018, the City-provided employee life and AD&D coverage will increase to \$25,000. The City also provides dependent life in the amount of \$5,000 and Long Term Disability Insurance, which provides salary replacement benefits.

Article 19 – Retiree Paid Insurance Benefits

The City will allow retirees to continue to participate in the City health plan offerings (medical, dental, and vision) at the retirees expense until age 65 or when eligible for Medicare, whichever comes first. Both retiree and dependent coverage are available under this program. An administrative fee in an amount equal to two percent (2%) of the insurance premiums will be charged to the retiree for the City to process the benefit. In the event the administrative fee increases, retiree shall pay the higher fee. If, in the future, the City no longer offers the same insurance carrier/plan the retiree and his or her spouse will be eligible to purchase insurance coverage under the new plan.

Article 20 - Workers' Compensation

Employees represented by this group who have suffered an industrial injury that has been accepted as such by the City and are not able to return to duty are not eligible to receive monthly benefit allowance once they have been declared permanent and stationary by either their treating physician or the Workers' Compensation Appeals Board and they have exhausted all of their accruals, leaving them on unpaid status. At such time, the City will also no longer be required to provide life insurance, dependent life insurance, and long term disability insurance.

If the employee is on leave due to an industrial injury that has been accepted as such by the City and is cleared to return to full or part time work by his/her treating physician, the employee will use sick leave in accordance with the City of Madera Personnel Rules and Regulations or any other leave the employee may have accrued to attend to any additional medical or therapy appointments scheduled during the work shift.

When an employee is on leave due to an industrial injury that has been accepted as such by the City, the City is not obligated to pay any more temporary disability than that which is provided for in the California Labor Code or in this Memorandum of Understanding. Employees will use accrued sick, vacation, holiday or compensating time off to supplement temporary disability pay to provide a full regular paycheck.

Article 21 – Safety Boots

A safety boot allowance of \$150.00 shall be provided annually with the second paycheck in July to the following nine (9) positions:

- Electrical and Facilities Operations Manager
- Fleet Operations Manager
- Wastewater Treatment Plant Manager
- Water and Sewer Operations Manager
- Street & Storm Drainage Operations Manager
- Equipment Shop Supervisor
- Streets and Storm Drainage Supervisor
- Wastewater Collection System Supervisor
- Water System Supervisor
- Parks Supervisor

Employees who are hired into the above positions during the year shall receive a pro-rated paycheck based on the remaining number of months in the year. This equipment is to be worn

at all times while performing City duties, except as authorized by the employee's department head.

Safety boots are classified by the Internal Revenue Service as supplemental wages and are subject to income tax withholding in accordance with Circular E, Employer's Tax Guide.

Article 22 - Retirement Plan

The City of Madera is a member of the California Public Employees' Retirement System (CalPERS). The specific retirement benefits each employee receives are governed by the contract between the City and CalPERS as well as the Government Code. Any employee contributions for the plans outlined below will be made as a pre-tax deduction in accordance with applicable tax law. Employees shall pay for the employee's contribution to the 1959 Survivor Benefit.

Miscellaneous Employees

Classic Formula: 2.5% @ 55 with the retirement calculation based on single highest year for all employees who first worked for the City of Madera prior to October 20, 2012. The City will pay the Employer Contribution. Employees will pay 2.375% towards the Employee Contribution, with the City paying the remaining 5.625% of the Employee Contribution as Employer Paid Member Contributions (EPMC).

Tier I Formula: 2% @ 60 with the retirement calculation based on average 3 year final compensation for all employees who first worked for the City of Madera on or after October 20, 2012 and before January 1, 2013 OR employees employed on or after January 1, 2013 who have been members of CalPERS or a CalPERS reciprocal agency within 6 months of the date of hire. The City will pay the Employer Contribution. Employees will pay 2.375% towards the Employee Contribution, with the City paying the remaining 4.625% of the Employee Contribution as Employer Paid Member Contributions (EPMC).

PEPRA Formula: 2% @ 62 with the retirement calculation based on average 3 year final compensation for all employees who first worked for the City of Madera on or after January 1, 2013 who were not previously CalPERS members or were CalPERS or CalPERS reciprocal system members but experienced a break in service of at least 6 months. The City will pay the Employer Contribution. Employees will pay the Employee Contribution as determined by CalPERS, currently 6.25%.

Article 23 - Deferred Compensation Plan

For members of this Group, the City pays an amount equal to 4.2% (rounded up or down) of the employee's salary into the deferred compensation plan.

Article 24 - Notary Public Services

Employee(s) so assigned will be required to comply with City requirements in providing such service.

Employee(s) required to provide this service shall either have the City pay for all costs associated with maintenance of certification, and not use the service for other than City Business or for City employees, or be paid an allowance of five dollars (\$5.00) per month.

Article 25 – Temporary Assignment to Perform Duties of a Higher Classification

Permanent employees assigned in writing to perform duties of a higher classification shall receive a five percent (5%) increase, or to the first step of the higher level class, whichever is greater, after working fifteen (15) consecutive days, or 120 hours, in such higher paid class. To be eligible for such pay the employee must assume a majority of the duties and responsibilities of the higher level class, and the assignment must be approved by the City Administrator.

Article 26 - Grievance Procedure

Definition: A grievance is defined as a complaint of an employee or a group of employees concerning the interpretation or application of the provisions of the Memorandum of Understanding or the City Personnel Rules and Regulations.

A grievance does not include concerns or complaints whereby the solution would require the exercise of legislative power such as the adoption or amendment of a resolution, rule, regulation or policy established by legislative or judicial bodies other than the City Council; concerns or complaints regarding disciplinary action of an employee who has appeal rights as expressed in the MOU or City Rules and Regulations; and/or concerns or complaints whereby the solution is within the scope of representation subject to the meet and confer process.

Step 1: An employee shall first discuss the issue with the immediate supervisor as soon as practical and in any event no later than 10 working days from the occurrence or the knowledge of the occurrence of the issue. The supervisor will review the matter and attempt to resolve the issue on a timely basis.

Step 2: If the employee is not satisfied with the response of the immediate supervisor during the informal review, the employee may submit the issue for formal review. This is accomplished by preparing a written request for review stating the specific City policy and/or provision of the applicable MOU that was improperly applied, and stating the specific resolution desired. This written request is to be submitted to the immediate supervisor for review within 5 working days of receipt of the supervisor's response during the informal review. The supervisor has 5 working days to respond to the formal grievance.

Step 3: If not satisfied with the response at Step 2, the employee may request, in writing, the matter be reviewed by the Department Head. This review must be requested within 5 working days of the receipt of the response at Step 2. The Department Head shall schedule a meeting to hear the grievance within 10 working days of receipt and shall provide a written decision within 5 working days of hearing the grievance.

Step 4: If not satisfied with the decision of the Department Head, the employee may request, in writing, the matter be reviewed by the City Administrator or designee. The request must be submitted within 5 working days of receipt of the decision at Step 3. The City Administrator will provide further review of the issue as appropriate and prepare a written response to the employee within 10 working days of receipt of the written request for review. The decision of the City Administrator or designee is final and not subject to further appeal or review.

If the employee fails to respond within the time periods provided, the grievance is withdrawn and is not subject to further review or appeal. If City management fails to respond within the time periods provided, the employee may proceed to the next step in the process. The City and the employee may mutually agree to extend the time periods discussed above or may agree to waive Steps 1-3 when the issue involves staff from more than one department or when the subject of the grievance is not within the jurisdiction of the supervisor or Department Head.

Article 27 - Corrective/Disciplinary Actions

Corrective/Disciplinary Action may be taken against any regular employee of the City up to and including termination of employment when employee performance or behavior is determined to be below expectations desired or outside the standards of the work environment. The City will administer a progressive discipline approach up to and including termination of employment. However, the City reserves the right to determine the form of discipline to be imposed based on several factors, including but not limited to, the severity and frequency of the cause of action as well as the employment history of the employee.

Grounds for Corrective Disciplinary Action

Poor performance or any violation of a City rule, regulation, policy, procedure, or ordinance may require Corrective/Disciplinary Action. The poor performance or violation may involve a single incident or a series of infractions. In this regard, acts which may be the basis for action up to and including termination of employment include, but are not limited to, the following:

Fraud in securing employment

Incompetence

Inefficiency

Inexcusable neglect of duty

Insubordination

Dishonesty

Unauthorized absence without leave

Conviction of a felony or conviction of a misdemeanor involving moral turpitude

Continued or flagrantly discourteous treatment of the public or another employee

Improper political activity

Misuse or theft of City property

Violation of City rules, regulations, policies, procedures or ordinances

Other failure of good behavior either during or outside of duty hours which is of such a nature that it causes discredit to the City or an employee's employment or creates a conflict of interest

Falsifying, and/or unauthorized removal or destruction of City records

Unauthorized possession of firearms or explosives

Harassment (sexual or otherwise) of another employee or member of the public

Gambling on duty or while on City property

Either (a) the sale, purchase, transfer, possession, or consumption of alcoholic beverages or illegal drugs or (b) the use of drugs which impair the senses or the ability to perform the job during normal working hours or on City premises

Excessive tardiness

Failure to properly report absence

Types of Corrective/Disciplinary Action

Corrective/Disciplinary Action normally progresses from the least to the most severe action. However, some available actions may be bypassed depending upon the severity of the infraction. Nothing in this section shall be interpreted as restricting the City's right to take Corrective/Disciplinary Action, including the immediate placement of an employee on Administrative Leave with pay, if in the sole discretion of the City doing so would prevent the disruption of City services or potential harm to others.

It is recognized that many problems not directly associated with an employee's job can have an effect on job performance. In such situations, the City may believe that an employee may benefit from professional assistance outside the work place and may require an employee to consult with the Employee Assistance Program as part of the Corrective/Disciplinary Action process.

The following actions may be taken in an effort to achieve improved job performance or modify inappropriate work-related behavior.

Counseling: An informal discussion with an employee designed to clarify and remedy unacceptable behavior or performance. This discussion may include the clarification of standards and a review of performance or behavior that is determined to be below standard. Repeated instances may lead to a written counseling memo or electronic communication between the supervisor and employee reinforcing the verbal counseling already provided. Verbal or written counseling is documented by the immediate supervisor for future reference and is not subject to appeal.

Retraining: A documented effort to achieve appropriate performance or conduct when an employee's lack of skill or knowledge is determined to be the cause of the problem. This action is documented by the immediate supervisor for future reference and is not subject to appeal.

Oral Reprimand: A formal discussion with an employee about performance or conduct problems and City expectations and requirements. This action is documented by the immediate supervisor for future reference and is not subject to appeal.

Written Reprimand: A written document presented to an employee regarding performance or conduct problems and expectations and requirements. This document is maintained in the official personnel file and is subject to appeal only by sworn staff.

Disciplinary Suspension: An involuntary absence without pay for a period up to 30 calendar days. Suspension may be caused by one grave offense, but it more often occurs due to an accumulation of various offenses. (Note: Disciplinary suspensions from paid status for periods of less than one week are not applicable to employees classified as exempt for the purposes of the Fair Labor Standards Act unless they are imposed for infractions of safety rules of great significance.)

Disciplinary Salary Reduction: A reduction in pay from the employee's current step within the assigned salary range to any lower step within the same salary range.

Disciplinary Demotion: A change in status from a position in one classification to a position in a classification with a lower maximum salary.

Termination: Removal from City service. Removal may be caused by one grave offense, but it more often occurs due to an accumulation of various offenses. Termination is seldom used for a first offense unless the violation is so serious that no other response is appropriate.

Prior to the imposition of Corrective/Disciplinary action in the form of suspension, disciplinary salary reduction, demotion or termination, a written notice of the intended disciplinary action will be served on the employee. Such notice shall be served upon the employee personally or by mail and shall include a statement of the nature of the intended disciplinary action, a statement of the causes, a statement of the acts or omissions upon which the causes are based, a copy of the documents or material upon which the actions is based, a statement advising the employee of rights to respond to the notice before disciplinary action is taken, a statement advising the employee that if Corrective/Disciplinary Action is imposed, they may appeal to Civil Service Commission.

Employees wishing to respond to the notice of intended disciplinary action must make a request to the City Administrator within 5 normal business days of the notice being served. The employee may respond either orally or in writing. The employee may be represented by another person in presenting his/her response. The individual representing the employee may not be someone directly involved with the employee's immediate working environment unless this individual is an official representative of the employee group. The City Administrator may amend, modify or revoke any or all of the pending charges including the recommended disciplinary action if there are mitigating circumstances.

If the employee wishes to appeal any action imposed by the City Administrator, the employee may file a written notice of appeal in response to the imposed action. A written notice to appeal must be filed with the Director of Human Resources within 10 working days from the effective date of the disciplinary action. The notice of appeal shall contain statements of fact, which would support the rescission or amendment of the imposed disciplinary action. Failure to file a written notice of appeal within this specified time period shall be deemed a waiver of any right to appeal the action taken. No exceptions to this failure to file time period shall be permitted.

Article 28 - Unwritten Conditions

All other conditions of employment shall not be affected by the absence of comment in this agreement.

Article 29 - Notice of Future Meet and Confer

The Group shall serve upon the City Administrator a written request to meet and confer no later than May 1, 2019, to initiate improvements or changes in wages, hours or other terms and

conditions of employment for members of the Group, which would take effect on or after July 1, of 2019. Such a request shall contain all of the changes in wages, hours, and other terms and conditions of employment proposed by the Group to take effect on or after July 1st of the Fiscal Year.

Article 30 - Severability

It is understood and agreed that this Memorandum of Understanding is subject to all present and future Federal and State laws and regulations and the provisions hereof shall be effective and implemented only to the extent permitted by such laws and regulations. If any part of this Memorandum of Understanding is in conflict or inconsistent with such applicable provisions of Federal or State laws or regulations, or otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable provisions of Federal or State laws or regulations, or otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable laws and regulations and the remainder of this Memorandum of Understanding shall not be affected thereby and shall remain in full force and effect.

Article 31 - Term

This MOU shall be effective September 5, 2018 and shall remain in full force and effect until June 30, 2019 unless otherwise identified in this agreement.

SIGNATURES

MID-MANAGEMENT REPRESENTATIVES

John Dalrymple, CEA

Date

Eric Battles, Mid-Management Group President

Date

Mary Church, Mid-Management Group Vice President

Date

MANAGEMENT REPRESENTATIVE

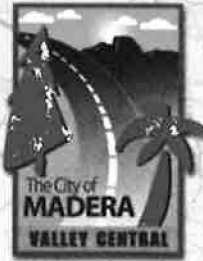
Steve Frazier, City Administrator

Date

MID MANAGEMENT EMPLOYEE GROUP
SALARY SCHEDULE

Job Title	B/U	Range	Bi-Weekly Pay Rate					
			A	B	C	D	E	F
Accountant I	MM	322	\$1,636.89	\$1,718.66	\$1,804.35	\$1,894.44	\$1,989.43	\$2,088.83
Accountant II	MM	362	\$1,998.25	\$2,098.13	\$2,202.92	\$2,313.09	\$2,428.64	\$2,550.08
Administrative Analyst	MM	358	\$1,958.58	\$2,056.51	\$2,159.34	\$2,267.55	\$2,380.66	\$2,499.64
Assistant Engineer	MM	377	\$2,153.46	\$2,261.19	\$2,373.80	\$2,492.79	\$2,617.16	\$2,748.38
Associate Civil Engineer	MM	397	\$2,379.19	\$2,498.17	\$2,623.03	\$2,754.26	\$2,891.85	\$3,036.30
Associate Planner	MM	368	\$2,058.96	\$2,161.79	\$2,270.00	\$2,383.11	\$2,502.58	\$2,627.44
Business Manager	MM	427	\$2,763.07	\$2,901.15	\$3,046.58	\$3,198.86	\$3,358.48	\$3,526.43
Communications Specialist	MM	358	\$1,958.58	\$2,056.51	\$2,159.34	\$2,267.55	\$2,380.66	\$2,499.64
Deputy City Engineer	MM	463	\$3,306.58	\$3,472.08	\$3,645.42	\$3,828.05	\$4,019.02	\$4,220.26
Electrical and Facilities Operations Manager	MM	421	\$2,681.79	\$2,815.96	\$2,956.48	\$3,104.36	\$3,259.57	\$3,422.63
Engineering Project Manager	MM	419	\$2,654.86	\$2,788.05	\$2,927.10	\$3,073.51	\$3,227.26	\$3,388.84
Executive Secretary	MM	330	\$1,703.48	\$1,788.68	\$1,877.79	\$1,971.81	\$2,070.22	\$2,174.03
Executive Secretary to City Administrator	MM	330	\$1,703.48	\$1,788.68	\$1,877.79	\$1,971.81	\$2,070.22	\$2,174.03
Financial Services Manager	MM	446	\$3,037.76	\$3,189.56	\$3,349.18	\$3,516.64	\$3,692.42	\$3,877.02
Fleet Operations Manager	MM	404	\$2,463.90	\$2,586.80	\$2,716.07	\$2,852.19	\$2,994.68	\$3,144.51
Grant Analyst	MM	358	\$1,958.58	\$2,056.51	\$2,159.34	\$2,267.55	\$2,380.66	\$2,499.64
Human Resources Technician	MM	290	\$1,395.49	\$1,465.02	\$1,538.47	\$1,615.34	\$1,696.13	\$1,780.84
Human Resources Technician II	MM	310	\$1,541.41	\$1,618.77	\$1,699.56	\$1,784.76	\$1,873.88	\$1,967.40
Legal Assistant	MM	330	\$1,703.48	\$1,788.68	\$1,877.79	\$1,971.81	\$2,070.22	\$2,174.03
Neighborhood Preservation Supervisor	MM	380	\$2,185.78	\$2,294.97	\$2,409.55	\$2,530.49	\$2,656.82	\$2,789.51
Network Administrator	MM	389	\$2,286.16	\$2,400.25	\$2,520.21	\$2,646.54	\$2,778.74	\$2,917.80
Paralegal Office Administrator	MM	372	\$2,100.09	\$2,205.37	\$2,315.54	\$2,431.09	\$2,553.02	\$2,680.32
Park Planning Manager	MM	426	\$2,749.36	\$2,886.95	\$3,031.40	\$3,182.70	\$3,341.84	\$3,508.80
Parks Supervisor	MM	335	\$1,746.57	\$1,833.72	\$1,925.29	\$2,021.75	\$2,122.62	\$2,228.87
Procurement Services Manager	MM	358	\$1,958.58	\$2,056.51	\$2,159.34	\$2,267.55	\$2,380.66	\$2,499.64
Program Manager-Grants	MM	366	\$2,038.40	\$2,140.24	\$2,247.48	\$2,359.60	\$2,477.61	\$2,601.49
Recreation/Community Programs Manager	MM	390	\$2,297.42	\$2,412.49	\$2,532.94	\$2,659.76	\$2,792.45	\$2,932.49
Recreation/Community Programs Supervisor	MM	353	\$1,910.60	\$2,006.08	\$2,105.97	\$2,211.24	\$2,321.90	\$2,437.95

Redevelopment Agency Secretary	MM	342	\$1,808.26	\$1,898.85	\$1,993.84	\$2,093.24	\$2,198.02	\$2,308.19
Redevelopment Manager	MM	427	\$2,763.07	\$2,901.15	\$3,046.58	\$3,198.86	\$3,358.48	\$3,526.43
Safety Officer	MM	358	\$1,958.58	\$2,056.51	\$2,159.34	\$2,267.55	\$2,380.66	\$2,499.64
Senior Civil Engineer	MM	427	\$2,763.07	\$2,901.15	\$3,046.58	\$3,198.86	\$3,358.48	\$3,526.43
Senior Planner	MM	429	\$2,790.98	\$2,930.53	\$3,076.94	\$3,230.69	\$3,392.27	\$3,561.69
Solid Waste Manager	MM	353	\$1,910.60	\$2,006.08	\$2,105.97	\$2,211.24	\$2,321.90	\$2,437.95
Streets & Storm Drainage Ops. Manager	MM	385	\$2,241.11	\$2,352.75	\$2,470.75	\$2,594.15	\$2,723.90	\$2,860.02
Streets & Storm Drainage Supervisor	MM	340	\$1,790.64	\$1,879.75	\$1,973.76	\$2,072.67	\$2,176.48	\$2,285.18
Tyler Munis Implementation Project Manager	MM	408	\$2,513.35	\$2,639.19	\$2,770.91	\$2,909.48	\$3,054.90	\$3,207.67
Utility Billing Supervisor	MM	334	\$1,737.75	\$1,824.42	\$1,915.99	\$2,011.47	\$2,112.33	\$2,217.61
Waste Water Treatment Plant Manager	MM	459	\$3,241.46	\$3,403.53	\$3,573.44	\$3,752.16	\$3,939.69	\$4,137.02
Wastewater Collection System Supervisor	MM	346	\$1,844.99	\$1,937.04	\$2,033.99	\$2,135.84	\$2,242.58	\$2,354.71
Water & Sewer Operations Manager	MM	423	\$2,708.72	\$2,843.86	\$2,986.35	\$3,135.69	\$3,292.38	\$3,456.90
Water Meter & Conservation Supervisor	MM	340	\$1,790.64	\$1,879.75	\$1,973.76	\$2,072.67	\$2,176.48	\$2,285.18
Water System Supervisor	MM	365	\$2,028.11	\$2,129.47	\$2,236.21	\$2,347.85	\$2,465.37	\$2,588.76



REPORT TO CITY COUNCIL

COUNCIL MEETING OF September 5, 2018
AGENDA ITEM NUMBER B-14

APPROVED BY:

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

DEPARTMENT DIRECTOR

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

For CITY ADMINISTRATOR

SUBJECT: CONSIDERATION OF A RESOLUTION APPROVING AGREEMENT FOR OUTSIDE OF CITY WATER SERVICE FOR PROPERTY LOCATED AT 16440 N LAKE ST, APPROVING COVENANT TO ANNEX, AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND COVENANT ON BEHALF OF THE CITY AND DIRECTING STAFF TO RECORD THE AGREEMENT AND COVENANT

RECOMMENDATION:

That the City Council approves Resolution No. 18-___:

1. Approving the request by James and Donna Niell for connection to the City's water system.
2. Authorizing the Mayor to execute the agreement and Covenant on behalf of the City.
3. Directing staff to record the agreement and covenant.

Engineering

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

www.cityofmadera.ca.gov

BACKGROUND:

The City has a policy wherein properties located outside the City Limits and adjacent to the City water system, may under certain conditions, apply for and receive City water service.

SITUATION:

The property owners, James and Donna Niell, have an existing single-family residence on a single parcel located on the west side of Lake Street, south of Martin Street. Owners have requested they be allowed to connect to an existing 12-inch City water main on Lake Street and have declared their request as an urgent matter as the on-site well has gone dry.

Prior to water connection, owner agrees to sign the attached “**COVENANT TO ANNEX TO THE CITY OF MADERA AND WAIVE THE RIGHT TO PROTEST THERETO**”.

The Local Agency Formation Commission (LAFCO) has approved the connection to City water service outside the current City limits.

FISCAL IMPACT:

Approving this request for outside of city water service imposes no additional expense to the City or the General Fund.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The installation of an outside the City Limits water service connection to the site is not specifically addressed in the vision or action plans.

RESOLUTION NO. 18-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING THE AGREEMENT WITH JAMES AND DONNA NIELL FOR OUTSIDE OF CITY WATER SERVICE FOR 16440 N LAKE STREET, APPROVING THE COVENANT TO ANNEX, AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND COVENANT ON BEHALF OF THE CITY AND DIRECTING STAFF TO RECORD THE AGREEMENT AND COVENANT

WHEREAS, Owner desires to connect the property located at 16440 N Lake Street to the City water system; and

WHEREAS, the property is located in the unincorporated territory of the County of Madera; and

WHEREAS, the City Council is willing to authorize said connection to the City's water system, subject to certain conditions.

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

1. The above recitals are true and correct.
2. That certain agreement for water system connection by and between the City and James and Donna Niell, owners of the property located on the west side of Lake Street, south of Martin Street, known as 16440 N Lake Street, a copy of which is on file in the Office of the City Clerk and which reference is hereby made for full particulars as to terms and conditions thereof, is approved.
3. The Covenant to Annex to the City of Madera and Waive the Right to Protest Thereof, a copy of which is on file in the Office of the City Clerk and which reference is hereby made for full particulars as to terms and conditions thereof, is approved.
4. The Mayor is authorized and directed to execute said Agreement and Covenant on behalf of the City.
5. Staff is hereby directed to record the Agreement and Covenant
6. This resolution is effective immediately upon adoption.

Recording Requested By:
City of Madera
When Recorded Return To:
City of Madera, City Clerk
205 W. 4th Street
Madera, CA 93637

Fee Waived Per Section 27383 & 27388.1(a)(2)(D) of the Government Code

No Doc. Tax Due

**AGREEMENT FOR OUTSIDE CITY LIMITS
WATER CONNECTION FOR 16440 N LAKE STREET**

AGREEMENT MADE AND ENTERED INTO this _____ day of _____, 2018, by and between the CITY OF MADERA, a municipal corporation of the State of California, hereinafter called "CITY" and James and Donna Niell, hereinafter called "APPLICANT".

W I T N E S S E T H

WHEREAS, APPLICANT is the owner of that certain property consisting of 0.95 acres, more or less, located on the west side of Lake Street, south of Martin Street, known as 16440 N Lake Street, in the unincorporated territory of Madera County; and

WHEREAS, APPLICANT desires a water connection to serve APPLICANT'S property at said address; and

WHEREAS, CITY is willing to authorize said water connection subject to conditions agreeable to APPLICANT;

NOW, THEREFORE, the parties hereto agree as follows:

1. Subject to and in accordance with all of the conditions set forth in this agreement, CITY hereby authorizes APPLICANT to connect to existing water main in Lake Street to serve APPLICANT'S property located on the west side of Lake Street, south of Martin Street, which property is more particularly described as follows:

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

ALL THAT PORTION OF LOT 191 OF MILLER AND LUX'S SUBDIVISION OF LANDS, ACCORDING TO MAP ENTITLED, "'MILLER AND LUX'S SUBDIVISION OF LANDS AT MADERA, FRESNO COUNTY, CAL.", IN THE CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA, FILED AND RECORDED FEBRUARY 2, 1895 IN VOL. 1, AT PAGE 11, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT AND THE CENTERLINE OF A 60 FOOT COUNTY ROAD, SAID POINT BEING NORTHERLY 415 FEET FROM THE SOUTHEAST CORNER OF SAID LOT 191; THENCE WESTERLY AND PARALLEL TO THE SOUTH LINE OF SAID LOT A DISTANCE OF 180 FEET; THENCE SOUTHERLY AND PARALLEL TO THE EAST LINE OF SAID LOT A DISTANCE OF 5 FEET; THENCE WESTERLY AND PARALLEL WITH THE SOUTH LINE OF SAID LOT TO A POINT ON THE WEST LINE OF SAID LOT; THENCE SOUTHERLY AND ALONG THE WEST LINE OF SAID LOT A DISTANCE OF 85 FEET TO THE SOUTHWEST CORNER OF PARCEL 1 AS CONVEYED TO JAMES D. LANEY AND JANE P. LANEY, HUSBAND AND WIFE AS JOINT TENANTS BY DEED RECORDED NOVEMBER 17, 1967 IN VOLUME 998 OF OFFICIAL RECORDS, OF MADERA COUNTY AT PAGE 107; THENCE EASTERLY AND PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT TO A POINT IN THE EAST LINE OF SAID LOT AND THE CENTERLINE OF A 60 FOOT COUNTY ROAD; THENCE NORTHERLY ALONG THE EAST LINE OF SAID LOT AND THE CENTERLINE OF SAID COUNTY ROAD A DISTANCE OF 90 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE WEST 10 FEET TO THE EAST 40.0 FEET THEREOF AS CONVEYED TO THE COUNTY OF MADERA BY DEED RECORDED MAY 19, 1967 IN VOLUME 937 OF OFFICIAL RECORDS OF MADERA COUNTY AT PAGE 60.

ALSO EXCEPTING THEREFROM THE INTEREST OF THE COUNTY OF MADERA TO THE EAST 30.0 FEET THEREOF.

APN NO. 038-081-046

2. Prior to any such installations, APPLICANT shall pay to CITY water impact fees which total \$845.00. Impact fees are based on one single family residence on a single parcel. Any additional development on site will be subject to additional CITY impact fees. APPLICANT shall also pay to City connection, permit, inspection or other fees as required, and 50% of the cost to install the 8-inch component of the 12-inch water main located in Lake Street, in the amount of \$1,125.00. On and after connection of APPLICANT'S property to the CITY water system, APPLICANT shall pay to CITY the appropriate monthly water service charges.

3. APPLICANT agrees that connection at this time is for the purpose of providing domestic water service to property located on the west side of Lake Street, south of Martin Street. Any future water connection for property development purposes is subject to approval of CITY.

4. APPLICANT hereby agrees, prior to receipt of CITY water service, to install a water meter and a reduced pressure back flow prevention device at property line in

accordance with City Standard Specifications and destroy any existing wells in accordance with the Madera County and California Department of Health Standards.

5. APPLICANT hereby agrees to the annexation to the CITY of all of APPLICANT'S property described herein and agrees to pay any and all fees and charges associated therewith and hereby irrevocably consents to the annexation of said real property as soon as the Subject Property meets the standards for annexation as determined by the City and waives any right to protest such annexation.

6. APPLICANT agrees that water connection shall be subject to all City water regulations and fines as may be contained in City of Madera Municipal Code.

7. CITY reserves the right to terminate water service provided herein in the event of breach by APPLICANT of any of the terms of the agreement, including but not necessarily limited to the non-payment of monthly service charges. In no event shall APPLICANT'S consent to annexation, however, be considered revocable as a result of the terms of this paragraph.

8. This agreement shall be recorded and is considered a covenant running with the land and is binding upon APPLICANT, APPLICANT'S heirs, executors, administrators, assigns and successors in interest.

9. Owner shall indemnify, hold harmless, and defend City and each of its officers, agents, and employees from any and all loss, liability costs, and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including attorney's fees and legal expenses), arising or alleged to have arisen directly or indirectly out of or in any way connected with (a) the making of this Agreement; (b) performance or installation of the work or Improvements by Owner, its employees, officers, agents, contractors or subcontractors, or (c) design, installation, operation or maintenance of the work or improvements, regardless of whether City is actively or passively negligent, except for liability, loss, costs or damage caused solely by the negligence or willful misconduct of City of its officers, agents or employees.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year hereinabove first written.

CITY OF MADERA

CITY OF MADERA

Accepted by:

By: _____

By: _____

Andrew J. Medellin, Mayor

Keith B. Helmuth

City Engineer

ATTEST:

OWNERS/APPLICANTS

James Niell and Donna Niell, husband
and wife

By: _____

Sonia Alvarez, City Clerk


James Niell

APPROVAL AS TO FORM:


Donna Niell

Donna Niell

By: _____

Brent Richardson, City Attorney

ATTACH NOTARY 

ACKNOWLEDGEMENTS

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 MADERA

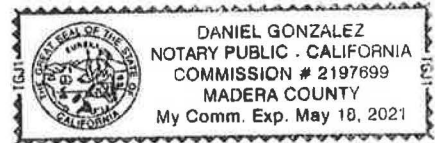
On AUGUST 27TH, 2018 before me, Daniel Gonzalez Notary Public
(insert name and title of the officer)

personally appeared JAMES MIEL AND DANA MIEL,
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)



Recording Requested By:
City of Madera
When Recorded Return To:
City of Madera, City Clerk
205 W. 4th Street
Madera, CA 93637

Fee Waived Per Section 27383 & 27388.1(a)(2)(D) of the Government Code

No Doc. Tax Due

**COVENANT TO ANNEX TO THE CITY OF MADERA
AND WAIVE THE RIGHT TO PROTEST THERETO**

RECITALS

WHEREAS, the undersigned, Covenantors, hereby represent and warrant that they are the record owner of the real property (the "Subject Property") commonly known as 16440 N Lake Street (APN 038-081-046), situated in the County of Madera, State of California, and more particularly described as:

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

ALL THAT PORTION OF LOT 191 OF MILLER AND LUX'S SUBDIVISION OF LANDS, ACCORDING TO MAP ENTITLED, "MILLER AND LUX'S SUBDIVISION OF LANDS AT MADERA, FRESNO COUNTY, CAL.", IN THE CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA, FILED AND RECORDED FEBRUARY 2, 1895 IN VOL. 1, AT PAGE 11, OF MAPS. IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT AND THE CENTERLINE OF A 60 FOOT COUNTY ROAD, SAID POINT BEING NORTHERLY 415 FEET FROM THE SOUTHEAST CORNER OF SAID LOT 191; THENCE WESTERLY AND PARALLEL TO THE SOUTH LINE OF SAID LOT A DISTANCE OF 180 FEET; THENCE SOUTHERLY AND PARALLEL TO THE EAST LINE OF SAID LOT A DISTANCE OF 5 FEET; THENCE WESTERLY AND PARALLEL WITH THE SOUTH LINE OF SAID LOT TO A POINT ON THE WEST LINE OF SAID LOT; THENCE SOUTHERLY AND ALONG THE WEST LINE OF SAID LOT A DISTANCE OF 85 FEET TO THE SOUTHWEST CORNER OF PARCEL 1 AS CONVEYED TO JAMES D. LANEY AND JANE P. LANEY, HUSBAND AND WIFE AS JOINT TENANTS BY DEED RECORDED NOVEMBER 17, 1967 IN VOLUME 998 OF OFFICIAL RECORDS, OF MADERA COUNTY AT PAGE 107; THENCE EASTERLY AND PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT TO A POINT IN THE EAST LINE OF SAID LOT AND THE CENTERLINE OF A 60 FOOT COUNTY ROAD; THENCE NORTHERLY ALONG THE EAST LINE OF SAID LOT AND THE CENTERLINE OF SAID COUNTY ROAD A DISTANCE OF 90 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE WEST 10 FEET TO THE EAST 40.0 FEET THEREOF AS CONVEYED TO THE COUNTY OF MADERA BY DEED RECORDED MAY 19, 1967 IN VOLUME 937 OF OFFICIAL RECORDS OF MADERA COUNTY AT PAGE 60.

ALSO EXCEPTING THEREFROM THE INTEREST OF THE COUNTY OF MADERA TO THE EAST 30.0 FEET THEREOF.

APN No. 038-081-046

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

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

WHEREAS, Covenantor's property currently is located in unincorporated portion of Madera County and they are seeking permission from the City to connect to the City water system located adjacent to Covenantor's property.

COVENANTS

NOW, THEREFORE, the Covenantors hereby covenant, promise and agree with the City of Madera, for the benefit of said City its public property and the Subject Property, as follows:

1. The Covenantors hereby agree to willingly participate in the annexation of the Subject Property to the City of Madera, including filing an application for annexation and paying all applicable fees related thereto as soon as the Subject Property meets the standards for annexation as determined by the City.
2. The Covenantors hereby agree to the annexation of the Subject Property and waive any right to protest the annexation thereof.
3. Whenever the context hereof requires, the neuter shall include the masculine or feminine, or both, the singular shall include the plural. It is the intention hereof that this document shall constitute a covenant running with the Subject Property owned by the Covenantors, jointly and severally binding upon the undersigned and each of their heirs, representatives, successors and assigns.
4. The Covenant shall be released and of no further effect upon a written determination by the City Engineer of the City of Madera that its continued existence and enforcement are no longer necessary.

CITY OF MADERA

Accepted by:

By: _____

Keith B. Helmuth
City Engineer

CITY OF MADERA

By: _____

Andrew J. Medellin, Mayor

COVENANTORS

ATTEST:

James Niell and Donna Niell, husband
and wife

By: _____

Sonia Alvarez, City Clerk



James Niell

APPROVAL AS TO FORM:



Donna Niell

By: _____

Brent Richardson, City Attorney

ATTACH NOTARY 
ACKNOWLEDGEMENTS

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 MADERA

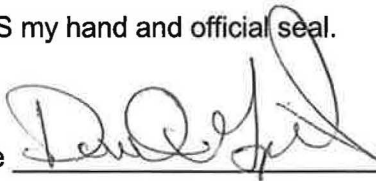
On August 27th 2018 before me, Daniel Gonzalez Notary
(insert name and title of the officer)

personally appeared JAMES NIELL AND DOMINA NIELL,
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.

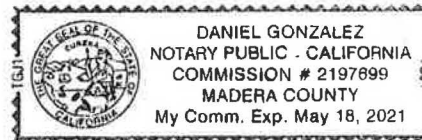
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

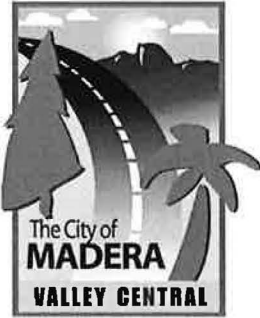
Signature



(Seal)



REPORT TO CITY COUNCIL



Council Meeting of September 5, 2018

Agenda Item Number B-15

Approved by:

Wendy Siles
Department Director

Donna
City Administrator

Consideration of a Resolution Approving a Memorandum of Understanding between the City of Madera and the Law Enforcement Mid Management Group and Authorizing the City Administrator to Sign the Memorandum

RECOMMENDATION

It is recommended Council approve the Memorandum of Understanding (MOU) between the City of Madera (City) and the Law Enforcement Mid Management Group (LEMM) and authorize the City Administrator to sign the memorandum.

HISTORY

The existing MOU between the City and LEMM expired June 30, 2018. Representatives of the City and LEMM met and conferred in good faith through the collective bargaining process and have reached agreement on the terms of a new MOU.

SITUATION

The proposed MOU provides for the following:

- A one year agreement, effective through June 30, 2019.
- There will be no changes to the existing salary schedule nor will there be any cost of living adjustments. However, consistent with the Mediator's recommendation that came out of negotiations with the General Bargaining Unit and the Mid Management Unit, each employee represented by LEMM will receive a one time payment of \$500 after the MOU has been approved.
- The City's contribution toward medical, dental and vision insurance will be equal to the premium for said plan based on enrollment level (employee only, employee + 1, or employee + family).
- Employees represented by LEMM will receive Floating Holiday with the same terms and conditions as the Mid Management Employee Group.

Specifically, employees with at least 5 years of service will be credited with 20 hours of Floating Holiday each July 1 and employees with 10 or more years of City service will be credited with 40 hours of Floating Holiday each July 1. This time must be used within the fiscal year or it is lost; it is also not available for cash-out.

- Employees will be eligible for up to three (3) days of non-chargeable bereavement leave in the event of the death of the employee's parent, spouse or child.
- The amount of education reimbursement for college expenses will be increased from up to \$1,800/fiscal year to \$2,400/fiscal year. This reimbursement is for college coursework with a grade of C or better and any required text books.
- The education incentive for sworn employees has been modified to remove the incentive for Peace Officer Standards & Training (POST) Supervisory Certificate as this certificate is now a job requirement for the sworn positions represented by LEMM and replace this incentive with an incentive for a Bachelor's Degree from an accredited institution. This incentive is consistent with that provided to the Madera Police Officer's Association.
- The reasons for sick leave use have been modified to state that if an employee is approved for Family Medical Leave Act (FMLA) or California Family Rights Act (CFRA) leave, the employee may use sick leave for the absence regardless of the reason for leave. It is required that the employee complete any required paperwork to certify the need for leave along with timely notification of the need for leave.

A revised MOU reflecting these changes is on file with the office of the City Clerk and referred to for further particulars.

FISCAL IMPACT

The estimated annual cost of the agreement is \$16,859 for the modification to education/certificate incentive pay and the one-time payment. The new contribution for health benefits is less than the prior fiscal year, representing a savings for this unit of approximately \$6,800. This change in the health benefits was already captured in the adopted 2018-19 budget. The net estimated annual cost of the agreement is \$10,059. This does not include a monetary value for items such as the non-chargeable bereavement leave, modification to sick leave requirements, education reimbursement modification and other similar provisions as these vary from year-to-year and there is no specific recurring monetary value to assign.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

Labor relations between the City and its respective bargaining units are not specifically 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
APPROVING A MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF MADERA AND THE
LAW ENFORCEMENT MID MANAGEMENT GROUP
AND AUTHORIZING THE CITY ADMINISTRATOR TO SIGN THE MEMORANDUM

WHEREAS, the City of Madera (City) wishes to establish reasonable rules, regulations and compensation for its staff within the financial limits of the organization; and

WHEREAS, a Memorandum of Understanding (MOU) between the City and the Law Enforcement Mid Management Group (LEMM) expired June 30, 2018; and

WHEREAS, in accordance with the Meyers Milias Brown Act, the City of Madera has met and conferred in good faith with LEMM to negotiate a successor MOU; and

WHEREAS, an MOU has been prepared, and such MOU is acceptable to both parties.

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 Memorandum of Understanding between the City of Madera and the Law Enforcement Mid Management Group for September 5, 2018-June 30, 2019, on file with the Office of the City Clerk and referred to for further particulars, is approved.
3. The City Administrator is authorized to sign the Memorandum of Understanding on behalf of the City of Madera.
4. This resolution is effective immediately upon adoption.

* * * * *

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF MADERA
AND
THE LAW ENFORCEMENT
MID MANAGEMENT GROUP

Effective September 5, 2018 to June 30, 2019

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ARTICLE 1 – INTRODUCTION

The duly authorized representatives of the City of Madera, hereinafter referred to as the City and the Law Enforcement Mid Management Group, hereinafter referred to as the Group, having met and conferred in good faith, do hereby jointly prepare and execute this Memorandum of Understanding (MOU).

It is the purpose of this MOU to affirm, promote and provide for harmonious relations, cooperation and understanding between the City and the employees covered by the agreement. It is also intended to provide an equitable means of resolving any misunderstanding or differences, which may arise regarding wages, hours and other terms and conditions of employment.

Group members shall include: Police Commander, Police Lieutenant, Executive Secretary to the Chief of Police, Police Office Supervisor, and Police Auxiliary Services Supervisor

ARTICLE 2 – FULL UNDERSTANDING

This MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other existing understanding or agreement by the parties whether formal or informal, regarding any such matters are hereby terminated in their entirety.

This MOU shall govern in case of conflict with provisions with existing City and Department rules, regulations and ordinances pertaining to wage, hours and other terms and conditions of employment. Otherwise existing City and Department rules, regulations and ordinances shall be effective and the City Council retains its power to legislate or take other appropriate action not in conflict with the MOU.

ARTICLE 3 – DISCRIMINATION

Employees or prospective employees shall not be employed, promoted, discharged or in any way favored, disadvantaged or discriminated against in any respect because of age, race, creed, color, national origin, sex, political opinion or affiliation or association membership or activity.

ARTICLE 4 – EMPLOYEE AND EMPLOYER RIGHTS

The parties hereto agree that this Memorandum of Understanding does not, in any manner, abridge, modify or restrict the rights and prerogatives of the employees and the City as set forth in Resolution #4775 of the City of Madera and by this reference, said resolution is incorporated herein as though set forth in full.

It is further understood and agreed that the City retains all its powers and authority to manage municipal services and the work force performing those services.

It is agreed that during the terms of this MOU the City shall not be required to meet and confer on matters which are solely a function of management, including but not strictly limited to:

1. Determining and modifying the organization of City government and its constituent work units.
2. Determining the nature, standards, levels and mode of delivery of services to be offered to the public.
3. Determining the methods, means and the numbers and kinds of personnel by which services are to be provided.
4. Determining whether goods or services shall be made or provided by City, or shall be purchased, or contracted for.
5. Directing employees, including scheduling and assigning work, work hours, and overtime.
6. Establishing employee performance standards and requiring complete compliance therewith.
7. Discharging, suspending, demotion, reducing in pay, reprimanding, withholding salary increase and benefits, or otherwise discipline employees, subject to the requirements of applicable law.
8. Relieving employees from duty because of lack of work or lack of funds or other legitimate reasons.
9. Implementing rules, regulations, and directives consistent with law and specific provisions of this MOU.
10. All city rights formerly or presently claimed or vested in the City on the effective date of this MOU, even though not specifically set forth above, are retained by the City unless clearly and explicitly modified or restricted in this MOU.

ARTICLE 5 – SALARIES AND BENEFITS

The salary schedule attached as Exhibit A reflects the salary plan currently in effect. There are no changes to the existing salary schedule.

Employees represented by this unit employed with the City as of the date this Agreement is approved by the City Council and who continue to be employed as September 28, 2018 will receive a one-time lump sum payment of \$500.00, subject to

applicable taxes and deductions. Said payment will be made on pay date October 5, 2018. The parties agree that this one-time payment does not meet the definition of compensation earnable nor does it qualify as any applicable special compensation for CalPERS reporting purposes.

Non-sworn employees will be eligible for longevity pay, also known as Y step. After a non-sworn employee has been at the top (F) step of their salary range for one year (on their anniversary date), the employee is eligible for a Y step. The Y step equals a 2.5% increase and must be recommended per supervisor's evaluation. Five years after an individual has reached the Y step and remains frozen at a particular range/step, the employee is eligible for an additional 2.5% increase. This would then continue every five (5) years to a maximum of 10%.

A regular work week shall consist of 40 hours. These hours shall be scheduled by the City but shall not violate applicable State of California Labor Codes or existing Personnel Rules and Regulations. Employees in this unit may work a 4/10 schedule upon recommendation of the Chief of Police and approval of the City Administrator. Employees approved to work a 4/10 schedule will work a set 4-day work week; the day off pattern will not fluctuate unless a new 4/10 schedule is requested and approved.

All positions in the Law Enforcement Mid-Management Bargaining Unit are exempt from Overtime under either the 'Executive,' 'Professional,' or 'Administrative' exemption under the Fair Labor Standards Act (FLSA). In recognition of the fact that overtime is an expected and normal part of the duties of these classes, without the benefit of overtime pay or compensatory time off, five days (40 Hours) of Administrative Leave will be credited on the books at the beginning of a fiscal year. This leave may not be carried over or cashed out and shall be taken under the same conditions as vacation leave. It is recognized that such time is not intended to provide an hour for hour or greater leave for actual hours worked, over those scheduled.

ARTICLE 6 – HOLIDAYS

The following holidays are recognized as 8-hour paid holidays: New Year's Day, Labor Day, Martin Luther King's Day, Columbus Day, President's Day, Veteran's Day, Thanksgiving Day, Memorial Day, Day After Thanksgiving, Independence Day, and Christmas Day.

The following holidays are recognized as 4-hour paid holidays: Good Friday and Winter Holiday (the last day prior to Christmas Day or New Year's Day).

The parties agree that to be eligible to receive a paid holiday, the employee must be in a paid status on the scheduled work day either immediately preceding the identified holiday or on the scheduled work day immediately following the identified holiday. Consistent with Personnel Rule IX Section 12, a new employee is not entitled to receive a paid holiday until he/she has actually worked for the City of Madera in a full time capacity for at least 1 scheduled work day.

For employees working a 4/10 work schedule, if a City-paid holiday falls on the employee's regularly scheduled day off, the holiday is shifted one workday within the same pay period. For example, if an employee's regular day off is Monday and a City-paid holiday falls on Monday, then the holiday would be shifted to Tuesday. Likewise, if an employee's regular day off is Friday and a City-paid holiday falls on Friday, then the holiday would be shifted to Thursday.

If an employee's regularly scheduled work hours exceed the number of hours provided by the City as paid holiday, the employee will be required to either work or use personal time to make-up the difference between scheduled work hours and paid holiday hours.

In addition to the City observed holidays outlined above, employees in this unit will receive floating holiday leave hours. Said leave hours shall be credited to the employee on July 1 of each fiscal year, may not be carried over or cashed out, and shall be taken under the same conditions as vacation leave. Employees with 5-9 years of full time continuous service with the City of Madera as of July 1 of each year shall be credited with 20 hours of floating holiday leave. Employees with 10 or more years of full time continuous service with the City of Madera as of July 1 of each year shall be credited with 40 hours of floating holiday leave. Employees in this unit will be credited with the appropriate balance of floating holiday leave for fiscal year 2018-19 based on their years of service as of July 1, 2018 and the time will be available for use the first whole pay period following adoption of this agreement by the City Council.

ARTICLE 7 – BEREAVEMENT LEAVE

In the event of the death of the employee's parent, spouse or child, employee shall be eligible for paid non-chargeable leave up to a maximum of three (3) days. Employees granted bereavement leave for a parent, spouse or child shall be paid for work hours regularly scheduled only but not worked. Employee may requests use of other leave (vacation, sick or floating holiday) if additional time off is desired in excess of three (3) days.

ARTICLE 8 – VACATION

Group employees earn vacation credits dependent upon the number of years of service with the City for each pay period an employee is in a paid status at least 50% or more of the period. All accrued vacation is paid to a Group member upon retirement, resignation or termination.

COMPLETED YEARS = NUMBER HOURS RECEIVED PER PAY PERIOD

0 thru 4 yrs.	=	3.6923 hrs. per pay period.
5 thru 9 yrs.	=	4.6156 hrs. per pay period.
10 thru 14 yrs.	=	5.5384 hrs. per pay period.
15 thru 19 yrs.	=	6.1538 hrs. per pay period.

20 plus years = 6.4615 hrs. per pay period.

In addition, each employee shall receive the date known as the "employee anniversary date" as a vacation day. This day shall be added to vacation time at a straight time rate. Credit for the day will not be given until the employee's anniversary date has passed during the current fiscal year.

Vacation may be used after completing six months of continuous service. The maximum employees in this group are allowed to accumulate is 360 hours.

Each employee may receive compensation in lieu of up to 40 hours of vacation each fiscal year. To be eligible for compensation an employee must have a minimum vacation balance of 120 hours and utilized as actual time off 40 hours of vacation.

ARTICLE 9 – EDUCATIONAL REIMBURSEMENT PLAN

For job related educational programs approved by the Police Chief and a minimum passing grade of "C" the following reimbursement schedule is applicable:

1. No mileage allowed.
2. Books: 100%
3. Tuition: 100%

The 100% reimbursement is limited to a total of not more than \$2,400 per fiscal year.

Reimbursement requests must be submitted to the Human Resources department no later than 45 days after the completion of the course.

ARTICLE 9.5 – EDUCATION INCENTIVE

Employees in this unit will be eligible for education incentive pay as follows. All incentives will be effective the first whole pay period following attainment of the incentivized achievement.

All Sworn personnel will be eligible for an education certificate incentive as follows:

The Educational / POST incentives – "Compounded":

- 5.0% BA/BS Degree from an accredited institution (this incentive will be effective the pay period beginning 9/15/18 and will not be paid retro for any period where a degree was held prior to that date)
- 2.5% Supervisory POST Certificate (this incentive will continue through 9/14/18 and then cease to be offered and/or paid effective 9/15/18)
- 2.5 % Management POST Certificate
- 2.5% Completion of FBI National Academy

All Non-Sworn personnel will be eligible for an education certificate incentive as follows:

The Educational / POST incentives – “Compounded”:

- 2.5 % POST Certificate
- 2.5 % 60 college units with a grade of C or better from an accredited institution
- 5.0 % BA or BS Degree from an accredited institution

Completion of a four (4) year degree (BA or BS) in Criminology, Public Administration, Political Science, Administration of Justice, Organizational Development or other degrees subject to the sole discretion of the City, from an academic institution accredited by the recognized college/university accrediting agency will be granted educational incentive.

ARTICLE 10 – BILINGUAL INCENTIVE

A Group employee is eligible to earn pay above his normal pay if he/she is able to pass a bilingual (Spanish/English) exam administered by the City and based on the following testing:

- a. Successfully passing the Cooperative Personnel Services (CPS) “Spanish Bilingual Proficiency Test for Peace Officers”, with a score of five (5) or better for both Sworn and Non Sworn personnel, \$250 per month, Or,
- b. Tier #1. Successfully passing the Cooperative Personnel Services (CPS) “Spanish Bilingual Proficiency Test, Social Services” with a proficiency rating of no less than a level three.

Tier # 2. Successfully passing the CPS “Spanish Bilingual Proficiency Test, Social Services” with a rating proficiency of either level four or five.

Tier #3. Successfully passing the CPS “Spanish Bilingual Proficiency Test, Social Services” with a rating proficiency level of no less than six.

Compensation for the bilingual Tier system shall be as follows:

- Tier #1 \$150.00 per month
- Tier #2 \$200.00 per month
- Tier #3 \$250.00 per month

For represented employee’s taking the Cooperative Personnel Services (CPS) “Spanish Bilingual Proficiency Test, Social Services” in or after December 2010, bilingual incentive pay shall be determined as follows:

Tier #1. Successfully passing with a proficiency rating of no less than three. \$150 per month

Tier #2. Successfully passing with a proficiency rating of no less than four. \$200 per month

Tier #3. Successfully passing with a proficiency rating of no less than five. \$250 per month

The City Administrator shall determine the number of bilingual positions and tier levels needed for each department.

ARTICLE 11 – UNIFORMS

The Chief of Police has the authority to require wearing of a uniform. The Police Commander, Police Lieutenant, Police Office Supervisor, and Police Auxiliary Services Supervisor are required to wear or maintain a uniform and shall be eligible for an annual uniform allowance. To help alleviate the tax implications of receiving the uniform allowance as a lump sum, the allowance will be paid on a per paid period basis.

Sworn Officers	\$750.00
Designated Non-Sworn	\$530.00

Sworn officers hired or terminated during the fiscal year will receive or be required to reimburse the City an amount prorated for the fiscal year equal to \$62.50 per month. Non sworn officers shall reimburse at \$44.17 per month under the same conditions as sworn officers.

In order to avoid any financial impact, the City may purchase the uniforms for employees hired during the second half of a fiscal year and be reimbursed by that employee within six (6) months.

ARTICLE 12 – BODY ARMOR & SAFETY EQUIPMENT

All sworn personnel will be responsible for maintenance and replacement of their body armor. The City provides the first vest for new hires into the Police Department, with all replacement vests to be provided by the employee.

With the exception of bullet-proof vests/body armor, the City will provide all sworn officers with a weapon, holster and ammunition as specified by the Police Chief. All items of "safety equipment" provided by the City are property of the City and shall be maintained in good working order by the sworn officer. Employees shall turn in City provided and City owned items upon separation from employment.

ARTICLE 13 – RETIREMENT

The City of Madera is a member of the California Public Employees' Retirement System (CalPERS). The specific retirement benefits each employee receives are governed by the contract between the City and CalPERS as well as the Government Code. Any employee contributions for the plans outlined below will be made as a pre-tax deduction in accordance with applicable tax law. Employees shall pay for the employee's contribution to the 1959 Survivor Benefit.

Safety Employees

Classic Formula: 3% @ 50 with the retirement calculation based on single highest year for all employees who first worked for the City of Madera prior to April 21, 2012. The City will pay the Employer Contribution. Employees will pay 3% towards the Employee Contribution, with the City paying the remaining 6% of the Employee Contribution as Employer Paid Member Contributions (EPMC).

Tier I Formula: 3% @ 55 with the retirement calculation based on average 3 year final compensation for all employees who first worked for the City of Madera on or after April 21, 2012 and before January 1, 2013 OR employees employed on or after January 1, 2013 who have been members of CalPERS or a CalPERS reciprocal agency within 6 months of the date of hire. The City will pay the Employer Contribution. Employees will pay 3% towards the Employee Contribution, with the City paying the remaining 6% of the Employee Contribution as Employer Paid Member Contributions (EPMC).

PEPRA Formula: 2.7% @ 57 with the retirement calculation based on average 3 year final compensation for all employees who first worked for the City of Madera on or after January 1, 2013 who were not previously CalPERS members or were CalPERS or CalPERS reciprocal system members but experienced a break in service of at least 6 months. The City will pay the Employer Contribution. Employees will pay the Employee Contribution as determined by CalPERS, currently 12%.

Miscellaneous Employees

Classic Formula: 2.5% @ 55 with the retirement calculation based on single highest year for all employees who first worked for the City of Madera prior to October 20, 2012. The City will pay the Employer Contribution. Employees will pay 2.375% towards the Employee Contribution, with the City paying the remaining 5.625% of the Employee Contribution as Employer Paid Member Contributions (EPMC).

Tier I Formula: 2% @ 60 with the retirement calculation based on average 3 year final compensation for all employees who first worked for the City of Madera on or after October 20, 2012 and before January 1, 2013 OR employees employed on or after January 1, 2013 who have been members of CalPERS or a CalPERS reciprocal agency within 6 months of the date of hire. The City will pay the Employer Contribution. Employees will pay 2.375% towards the Employee Contribution, with the City paying the

remaining 4.625% of the Employee Contribution as Employer Paid Member Contributions (EPMC).

PEPRA Formula: 2% @ 62 with the retirement calculation based on average 3 year final compensation for all employees who first worked for the City of Madera on or after January 1, 2013 who were not previously CalPERS members or were CalPERS or CalPERS reciprocal system members but experienced a break in service of at least 6 months. The City will pay the Employer Contribution. Employees will pay the Employee Contribution as determined by CalPERS, currently 6.25%.

The City shall provide to the leadership of the LEMM a copy of the Annual Valuation Report that City receives related to the Safety and/or Miscellaneous Employees' or Employer's CalPERS retirement contributions within two weeks of receipt thereof. Unless negotiations are opened earlier, City and LEMM agree to open negotiations within a reasonable time after City's receipt of the Annual Valuation Report showing that the Employer's share of the retirement costs is going to change in the next fiscal year.

ARTICLE 14 – DEFERRED COMPENSATION PLAN

Currently the City pays an amount equal to 4.2% of the Non-Safety employees' gross salary into a Deferred Compensation Plan (the 4.2 % may be rounded up or down). The City does not contribute this amount for the CalPERS Safety employees.

ARTICLE 15 – SICK LEAVE

Sick leave, with pay, accrues at the rate of 3.6923 hours per pay period for each period an employee is in a paid status at least 50% or more of the period. Rules governing sick leave use and eligibility are noted in the City of Madera Personnel Rules and Regulations manual.

In addition to the reasons for use of Sick Leave as stated in the Personnel Rules & Regulations, an employee may utilize accrued Sick Leave hours for any absence designated by the City as being covered by the Federal Family Medical Leave Act (FMLA) and/or the California Family Rights Act (CFRA), regardless of the reason for the leave. It will be the employee's responsibility to complete the required paperwork to certify the need for leave and he/she must provide timely notification of the need for leave in compliance with FMLA/CFRA regulations. Use of Sick Leave for this purpose will not commence until such requirements have been met. Use of Sick Leave for family members when the leave has been designated as FMLA/CFRA will not count against the employee's annual limit of Family Sick Leave as provided in Article 16 of this MOU.

Sick Leave Cash-out: Employees who are members of the Law Enforcement Mid Management Group who were formerly members of the Mid Management Group prior to 7/1/83 may cash-out per the following:

a.) YRS OF SERVICE	SICK LEAVE CASH-OUT
5 (minimum)	10%
10	25%
15	30%
20	50% (maximum)

All other employees who are members of the Law Enforcement Mid Management Group may cash-out per the following:

b.) YRS OF SERVICE	SICK LEAVE CASH-OUT
5	7.5%
7	10.5%
10	15.0%
15	22.0%
20	30.0%

The cash-out conversion pertains only to retirements and positive separation. Negative termination's (discharge) are not eligible.

An employee has the option to convert 100% of the remaining sick leave upon retirement to PERS time-in-service.

ARTICLE 16 – FAMILY SICK LEAVE

Sick leave may be used up to the limit of seventy-two hours each calendar year:

1. For the diagnosis, care, or treatment of an existing health condition or preventative care for an employee's family member, including:
 - 1.1. Child (including a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis.)
 - 1.2. Spouse or Registered Domestic Partner
 - 1.3. Parent (including biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.)
 - 1.4. Grandparent
 - 1.5. Grandchild.
 - 1.6. Sibling.
2. To obtain any relief or services related to being a victim of domestic violence,

sexual assault, or stalking including the following with appropriate certification of the need for such services:

- 2.1. A temporary restraining order or restraining order.
- 2.2. Other injunctive relief to help ensure the health, safety or welfare of themselves or their children.
- 2.3. To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
- 2.4. To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.
- 2.5. To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.
- 2.6. To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

Such a leave is a part of Sick Leave accrual, not in addition to the annual accrual of Sick Leave. All conditions and restrictions placed by the City upon the use by an employee of sick leave to himself or herself shall apply to the use by an employee of sick leave to attend to an illness of his or her identified family member.

All other provisions for use of Sick Leave by the employee also apply to Family Sick Leave use. This includes, but is not limited to, the Sick Leave section of the Personnel Rules and Regulations.

ARTICLE 17 – INSURANCE BENEFITS

The City shall provide a monthly benefit dollar amount for each employee to purchase at a minimum employee only medical, dental, and vision coverage. The pay period equivalent of the benefit dollars will be paid each pay period an employee is in a paid status 50% or more of the period when eligible to participate in the health insurance plan. All employees receiving the benefit dollars will be required to participate in the premium conversion component of the IRS Section 125 plan at no cost to the employee.

The number of people the employee elects to enroll in the medical plan determines the amount of benefit dollars provided. If the cost the employee benefit elections are less than the benefit dollars provided the remainder will be added to the employee check. If the cost of the employee benefit elections is greater than the benefit dollars provided, then the remainder will be deducted from the employee check. Employees can waive participation in the health insurance plan if they provide evidence of other coverage and

such a waiver of coverage does not increase the premium charged by the carriers. Employees who waive coverage will receive \$300 per month.

Effective July 1, 2018, that contribution will be as follows:

<u>Coverage</u>	<u>Monthly Benefit Dollars</u>
Waiver of Coverage	\$300.00
EE Only	\$740.16
EE+1	\$1,354.83
EE+Family	\$1,971.79

Employer will continue offering teledoc services for the July 1, 2018-June 30, 2019 plan year. The teledoc services are captured in the medical plan premiums and monthly benefit allowance as indicated above and no contribution beyond the above monthly benefit allowance will be made by Employer.

The City reserves the right to determine the carriers and will seek input from the bargaining units regarding plan design of the standard benefits and possible voluntary optional benefits. Optional benefits include, but are not limited to, dependent coverage and participation in flexible spending accounts.

To comply with Internal Revenue Service (IRS) Regulations for “Eligible Opt Out Arrangements” under the Section 125 plan, Employees who seek to waive health benefits coverage must provide a copy of their insurance card demonstrating other coverage or provide sufficient plan information as determined by the City’s Human Resources Department such as the carrier and group number of the plan. Additionally, to meet IRS requirements, employees must attest to the fact that the plan they have that allows them to waive participation in the City’s plan meets Minimum Essential Coverage (MEC) requirements of the Affordable Care Act and that all members of their tax family have coverage that meets MEC requirements. Such waiver and attestation shall be captured on forms provided by the Human Resources Department. There is not intent of the parties to convey requirements more stringent than those required by the Affordable Care Act and/or the IRS Regulations.

Plan design of the health care coverage (medical, dental and vision) will remain the same as provided in the previous MOU. However this group agrees to the City proposal to change the plan design, as presented, when such action can be taken for all bargaining units. Current and proposed health care benefits are defined in greater detail in the summary of benefits and evidence of coverage booklet for each carrier/plan.

The City provides term life insurance for employees in the Group in the amount of \$25,000 coverage which includes accidental death and dismemberment (AD & D) coverage. The City also provides dependent life in the amount of \$5,000 and Long Term Disability Insurance, which provides salary replacement benefits.

ARTICLE 18 – TEMPORARY ASSIGNMENT TO PERFORM DUTIES OF A HIGHER CLASSIFICATION

Permanent employees assigned in writing to perform duties of a higher classification shall receive a five percent (5%) increase, or to the first step of the higher level class, whichever is greater, after working fifteen (15) consecutive days, or 120 hours, in such higher paid class. To be eligible for such pay the employee must assume a majority of the duties and responsibilities of the higher level class, and the assignment must be approved by the City Administrator.

ARTICLE 19 – GRIEVANCE PROCEDURE

Definition: A grievance is defined as a complaint of an employee or a group of employees concerning the interpretation or application of the provisions of the Memorandum of Understanding or the City Personnel Rules and Regulations.

A grievance does not include concerns or complaints whereby the solution would require the exercise of legislative power such as the adoption or amendment of a resolution, rule, regulation or policy established by legislative or judicial bodies other than the City Council; concerns or complaints regarding disciplinary action of an employee who has appeal rights as expressed in the MOU or City Rules and Regulations; and/or concerns or complaints whereby the solution is within the scope of representation subject to the meet and confer process.

Step 1: An employee shall first discuss the issue with the immediate supervisor as soon as practical and in any event no later than 10 working days from the occurrence or the knowledge of the occurrence of the issue. The supervisor will review the matter and attempt to resolve the issue on a timely basis.

Step 2: If the employee is not satisfied with the response of the immediate supervisor during the informal review, the employee may submit the issue for formal review. This is accomplished by preparing a written request for review stating the specific City policy and/or provision of the applicable MOU that was improperly applied and stating the specific resolution desired. This written request is to be submitted to the immediate supervisor for review within 5 working days of receipt of the supervisor's response during the informal review. The supervisor has 5 working days to respond to the formal grievance.

Step 3: If not satisfied with the response at Step 2, the employee may request, in writing, the matter be reviewed by the Department Head. This review must be requested within 5 working days of the receipt of the response at Step 2. The Department Head shall schedule a meeting to hear the grievance within 10 working days of receipt and shall provide a written decision within 5 working days of hearing the grievance.

Step 4: If not satisfied with the decision of the Department Head, the employee may request, in writing, the matter be reviewed by the City Administrator or designee. The request must be submitted within 5 working days of receipt of the decision at Step 3. The City Administrator will provide further review of the issue as appropriate and prepare a written response to the employee within 10 working days of receipt of the written request for review. The decision of the City Administrator or designee is final and not subject to further appeal or review.

If the employee fails to respond within the time periods provided, the grievance is withdrawn and is not subject to further review or appeal. If City management fails to respond within the time periods provided, the employee may proceed to the next step in the process. The City and the employee may mutually agree to extend the time periods discussed above or may agree to waive Steps 1-3 when the issue involves staff from more than one department or when the subject of the grievance is not within the jurisdiction of the supervisor or Department Head.

ARTICLE 20 – CORRECTIVE/DISCIPLINARY ACTIONS

Corrective/Disciplinary Action may be taken against any regular employee of the City up to and including termination of employment when employee performance or behavior is determined to be below expectations desired or outside the standards of the work environment. The City will administer a progressive discipline approach up to and including termination of employment. However, the City reserves the right to determine the form of discipline to be imposed based on several factors, including but not limited to, the severity and frequency of the cause of action as well as the employment history of the employee.

Grounds for Corrective Disciplinary Action

Poor performance or any violation of a City rule, regulation, policy, procedure, or ordinance may require Corrective/Disciplinary Action. The poor performance or violation may involve a single incident or a series of infractions. In this regard, acts which may be the basis for action up to and including termination of employment include, but are not limited to, the following:

Fraud in securing employment

Incompetence

Inefficiency

Inexcusable neglect of duty

Insubordination

Dishonesty

Unauthorized absence without leave

Conviction of a felony or conviction of a misdemeanor involving moral turpitude

Continued or flagrantly discourteous treatment of the public or another employee

Improper political activity

Misuse or theft of City property

Violation of City rules, regulations, policies, procedures or ordinances

Other failure of good behavior either during or outside of duty hours which is of such a nature that it causes discredit to the City or an employee's employment or creates a conflict of interest

Falsifying, and/or unauthorized removal or destruction of City records

Unauthorized possession of firearms or explosives

Harassment (sexual or otherwise) of another employee or member of the public

Gambling on duty or while on City property

Either (a) the sale, purchase, transfer, possession, or consumption of alcoholic beverages or illegal drugs or (b) the use of drugs which impair the senses or the ability to perform the job during normal working hours or on City premises

Excessive tardiness

Failure to properly report absence

Types of Corrective/Disciplinary Action

Corrective/Disciplinary Action normally progresses from the least to the most severe action. However, some available actions may be bypassed depending upon the severity of the infraction. Nothing in this section shall be interpreted as restricting the City's right to take Corrective/Disciplinary Action, including the immediate placement of an employee on Administrative Leave with pay, if in the sole discretion of the City, doing so would prevent the disruption of City services or potential harm to others.

It is recognized that many problems not directly associated with an employee's job can have an effect on job performance. In such situations, the City may believe that an employee may benefit from professional assistance outside the work place and may

require an employee to consult with the Employee Assistance Program as part of the Corrective/Disciplinary Action process.

The following actions may be taken in an effort to achieve improved job performance or modify inappropriate work-related behavior.

Counseling: An informal discussion with an employee designed to clarify and remedy unacceptable behavior or performance. This discussion may include the clarification of standards and a review of performance or behavior that is determined to be below standard. This action is documented by the immediate supervisor for future reference and is not subject to appeal.

Retraining: A documented effort to achieve appropriate performance or conduct when an employee's lack of skill or knowledge is determined to be the cause of the problem. This action is documented by the immediate supervisor for future reference and is not subject to appeal.

Oral Reprimand: A formal discussion with an employee about performance or conduct problems and City expectations and requirements. This action is documented by the immediate supervisor for future reference and is not subject to appeal.

Written Reprimand: A written document presented to an employee regarding performance or conduct problems and expectations and requirements. This document is maintained in the official personnel file and is subject to appeal only by sworn staff.

Disciplinary Suspension: An involuntary absence without pay for a period up to 30 calendar days. Suspension may be caused by one grave offense, but it more often occurs due to an accumulation of various offenses. (Note: Disciplinary suspensions from paid status for periods of less than one week are not applicable to employees classified as exempt for the purposes of the Fair Labor Standards Act unless they are imposed for infractions of safety rules of great significance.)

Disciplinary Salary Reduction: A reduction in pay from the employee's current step within the assigned salary range to any lower step within the same salary range.

Disciplinary Demotion: A change in status from a position in one classification to a position in a classification with a lower maximum salary.

Termination: Removal from City service. Removal may be caused by one grave offense, but it more often occurs due to an accumulation of various offenses. Termination is seldom used for a first offense unless the violation is so serious that no other response is appropriate.

Prior to the imposition of Corrective/Disciplinary action in the form of suspension, disciplinary salary reduction, demotion or termination, a written notice of the intended disciplinary action will be served on the employee. Such notice shall be served upon the

employee personally or by mail and shall include a statement of the nature of the intended disciplinary action, a statement of the causes, a statement of the acts or omissions upon which the causes are based, a copy of the documents or material upon which the actions is based, a statement advising the employee of rights to respond to the notice before disciplinary action is taken, a statement advising the employee that if Corrective/Disciplinary Action is imposed, they may appeal to the Civil Service Commission.

Employees wishing to respond to the notice of intended disciplinary action must make a request to the City Administrator within 5 normal business days of the notice being served. The employee may respond either orally or in writing. The employee may be represented by another person in presenting his/her response. The individual representing the employee may not be someone directly involved with the employee's immediate working environment unless this individual is an official representative of the employee group. The City Administrator may amend, modify or revoke any or all of the pending charges including the recommended disciplinary action if there are mitigating circumstances.

If the employee wishes to appeal any action imposed by the City Administrator, the employee may file a written notice of appeal in response to the imposed action. A written notice to appeal must be filed with the Director of Human Resources within 10 working days from the effective date of the disciplinary action. The notice of appeal shall contain statements of fact, which would support the rescission or amendment of the imposed disciplinary action. Failure to file a written notice of appeal within this specified time period shall be deemed a waiver of any right to appeal the action taken. No exceptions to this failure to file time period shall be permitted.

ARTICLE 21 – PAY DATE

Pay dates shall remain the same as they are currently.

ARTICLE 22 – MILEAGE REIMBURSEMENT

For authorized use of an employee's vehicle, the employee will be reimbursed per mile at the current IRS rate. A valid California drivers license and insurance coverage is required.

Employees receiving mileage reimbursement or driving a take-home vehicle will be subject to IRS fringe benefit reporting requirements.

ARTICLE 23 – OPENERS

In addition to other items specified in this agreement for meet and confer and discussion during the term of the agreement there shall be openers for the following:

During the term of this agreement there shall be openers as follows:

1. To review and make revisions to the City Code related to Civil Service and Personnel, and Personnel Rules and Regulations. Any such changes are contingent upon use of the meet and confer process to obtain a single version of these documents applying to all bargaining units.
2. To meet and confer should Social Security be mandated on the City, requiring employees to be covered by this benefit.
3. To meet and confer should any mandates from the State of California change the rules related to Employee/Employer Relations.
4. In the event that the City determines that a reduction in force is necessary in this unit during the course of this agreement, the City agrees to solicit fiscal alternatives from LEMM before implementing a reduction in force.

ARTICLE 24 – SEPARATION

It is understood and agreed that this Memorandum of Understanding is subject to all present and future Federal and State laws and regulations and the provisions hereto shall be effective and implemented only to the extent permitted by such laws and regulations. If any part of this Memorandum of Understanding is in conflict or inconsistent with such regulations, or otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable provision of Federal or State laws or regulations, such part or provision shall be suspended and superseded by such applicable laws and regulations and the remainder of this Memorandum of Understanding shall be not affected thereby and shall remain in full force and effect.

ARTICLE 25 – TERM OF MOU

This MOU shall be effective September 5, 2018 and shall remain in full force and effect to June 30, 2019.

ARTICLE 26 – RECLASSIFICATION EMPLOYEE INITIATED

Position Reclassification

An employee who believes his/her position is wrongly classified may submit a written request to the Human Resources Department for reclassification. Requests shall state the reason the employee believes the present class is not appropriate and which class the employee believes is appropriate, based on the employee's present duties. Requests must be made to the Human Resources Department in January or February so that changes may be included in the next fiscal year budget.

Classification Analysis

The supervisor shall forward the request to the department head. The department head shall then request that the Human Resources Director conduct a classification analysis. When the classification analysis is completed, a written response will be sent to the employee and the department head. The city shall endeavor to complete the analysis as soon as practicable.

Appeals

If the employee disagrees with the response of the Human Resources Director, he/she may appeal to the City Administrator in writing. The written appeal must state the reasons why he/she feels that the Human Resources Director's findings were incorrect. The City Administrator may review the appeal, assign it to his designee or establish an advisory committee to review the matter. The decision of the City Administrator shall be final.

SIGNATURES

REPRESENTATIVES OF THE LAW ENFORCEMENT MID MANAGEMENT GROUP

Brian Esteves, LEMM Representative

Date

Eric LiCalsi, Legal Counsel

Date

MANAGEMENT REPRESENTATIVE OF THE CITY OF MADERA

Steve Frazier, City Administrator

Date

**EMPLOYEE SALARY SCHEDULE
LAW ENFORCEMENT MID-MANAGEMENT GROUP**

Job Title	B/U	Range	Bi-Weekly Pay Rate					
			A	B	C	D	E	F
Executive Secretary to the Chief of Police	LEMM	330	\$1,703.48	\$1,788.68	\$1,877.79	\$1,971.81	\$2,070.22	\$2,174.03
Police Auxiliary Services Supervisor	LEMM	350	\$1,882.20	\$1,976.21	\$2,075.12	\$2,178.44	\$2,287.63	\$2,401.71
Police Commander	LEMM	504	\$4,056.72	\$4,259.92	\$4,472.92	\$4,696.20	\$4,931.23	\$5,177.52
Police Lieutenant	LEMM	487	\$3,727.19	\$3,913.25	\$4,109.11	\$4,314.76	\$4,530.21	\$4,756.91
Police Office Supervisor	LEMM	350	\$1,882.20	\$1,976.21	\$2,075.12	\$2,178.44	\$2,287.63	\$2,401.71

REPORT TO THE CITY COUNCIL

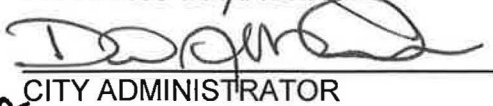
Return to Agenda
COUNCIL MEETING OF:
September 5, 2018

AGENDA ITEM NUMBER:
B-16

Approved By:



PLANNING MANAGER



CITY ADMINISTRATOR

For

SUBJECT: CONSIDERATION OF A RESOLUTION APPROVING AN IMPROVEMENT DEFERRAL AGREEMENT AND AUTHORIZATION OF LIEN FOR SITE PLAN REVIEW SPR 2018-15 IMPROVEMENTS AND AUTHORIZING THE MAYOR TO SIGN AGREEMENT ON BEHALF OF THE CITY.

RECOMMENDATION:

It is recommended that the City Council approve the agreement, and the Mayor sign the agreement.

SUMMARY:

On July 25, 2018, the Planning Department approved Site Plan Review (SPR) 2018-15, to allow for the repurposing of the former Social Security Administration offices into the offices of the Madera County Arts Council, to include art gallery space and classroom facilities, located on the southwest corner of the intersection of West 2nd Street and North Gateway Drive (424 North Gateway Drive), in the C2 (Heavy Commercial) Zone District, with a C (Commercial) General Plan land use designation. The property owner is now actively proceeding with the project with a tenant opening event scheduled for September 13, 2018.

SITUATION:

The property owner is now requesting a deferral agreement in order to defer certain improvements required by SPR 2018-15 that will not be completed in advance of the pending grand opening event but will be completed in the near future. The City will grant temporary occupancy of the site and structure so that the tenant opening event may proceed, and will provide final occupancy upon completion of the deferred improvements, consistent with the Improvement Deferral Agreement. Additionally, a ten-year deferral is provided for construction of driveway improvements on the West 2nd Street frontage. This process is authorized under municipal code where it is determined that the improvements are not immediately essential.

The deferral of improvements would allow for the project to continue toward completion while ensuring the installation of required improvements.

FINANCIAL IMPACT:

Approval of the Improvement Deferral Agreement will have no immediate fiscal impact on the City. In the event that the owner defaults on the agreement and does not complete the

improvements upon demand by the City Engineer, the City will be responsible for completing the improvements while placing a lien against the property to eventually recoup those costs.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Commercial developments are not specifically addressed in the vision or action plans. However, some components are consistent, such as, "Action 115.1 - *As a component of the General Plan Update, encourage viable economic development* – The expansion of commercial uses within the City such this commercial development is such an example of viable economic development.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA
APPROVING AN IMPROVEMENT DEFERRAL AGREEMENT AND AUTHORIZATION OF
LIEN FOR SITE PLAN REVIEW SPR 2018-15 IMPROVEMENTS AND AUTHORIZING THE
MAYOR TO SIGN AGREEMENT ON BEHALF OF THE CITY.**

WHEREAS, the Owner, Philip and Klina Oberti Ltd., is proposing to develop that property described in Exhibit "A" attached herein; and

WHEREAS, the City granted approval of Site Plan Review (SPR) 2018-15, described in Exhibit "B" attached herein, allowing Owner to proceed with the proposed project on the subject property subject to certain conditions of approval, including those requiring the Owner to construct certain on and off-site improvements; and

WHEREAS, the Owner is requesting that City, subject to the terms and conditions of this Agreement, defer the construction or installation of certain specific improvements; and

WHEREAS, the City desires to facilitate the timely use and occupancy of Owner's building through the issuance of a temporary certificate of occupancy, while allowing Owner to defer the completion of certain conditions of approval; and

WHEREAS, the Owner agrees to enter into the deferral agreement entitled, "**IMPROVEMENT DEFERRAL AGREEMENT AND AUTHORIZATION OF LIEN FOR PHILIP AND KLINA OBERTI LTD., 424 N. GATEWAY DRIVE.**"; and

WHEREAS, the "**IMPROVEMENT DEFERRAL AGREEMENT AND AUTHORIZATION OF LIEN FOR PHILIP AND KLINA OBERTI LTD., 424 N. GATEWAY DRIVE.**" shall be placed 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 agreement for the deferral of improvements, "**IMPROVEMENT DEFERRAL AGREEMENT AND AUTHORIZATION OF LIEN FOR PHILIP AND KLINA**

OBERTI LTD., 424 N. GATEWAY DRIVE.”, a copy of which is on file in the office of the City Clerk, is approved.

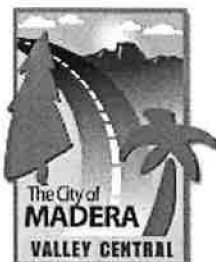
3. The Mayor is authorized to execute said agreement on behalf of the City.
4. Staff is authorized to record the Deferral Agreement.
5. This resolution is effective immediately upon adoption.

EXHIBIT "A"

PARCEL 1:

Lots twelve (12), thirteen (13) and fourteen (14) in block twenty-one (21) of the City of Madera, California, according to the map entitled, "Floto Tract, Blks. 20, 21, 27, 28 & 34," in Assessor's Map No. 6-08, City of Madera, County of Madera, California.

APN: 006-086-001



**CITY OF MADERA
PLANNING DEPARTMENT**

July 25, 2018

Ms. Rochelle Noblett
Madera County Arts Council
424 North Gateway Drive
Madera, CA 93637

Philip and Klina Oberti Ltd.
13677 Road 23
Madera, CA 93637

RE: Site Plan Review 2018-15 – Madera County Arts Council

Dear Ms. Noblett:

The City of Madera's Site Plan Review process has been conducted pursuant to Madera Municipal Code Article 10-3.4.01 and you are hereby notified that:

Site Plan Review 2018-15, to allow for the repurposing of the former Social Security Administration offices into the offices of the Madera County Arts Council, to include art gallery space and classroom facilities, located on the southwest corner of the intersection of West 2nd Street and North Gateway Drive (424 North Gateway Drive), in the C2 (Heavy Commercial) Zone District, with a C (Commercial) General Plan land use designation (APN: 006-086-001, is hereby approved with the following findings and conditions of approval:

FINDINGS:

- The project has been determined to be categorically exempt under the California Environmental Quality Act (CEQA) guidelines, Section 15301 (Existing Facilities).
- The facilities and improvements, as modified with this approval, are arranged to avoid traffic congestion and adverse effects on surrounding properties.
- The plans are consistent with established legislative policies relating to traffic safety, street improvements, accessibility, and environmental quality.
- As conditioned, the use is consistent with the Madera General Plan and zoning on the site.

SPR 2018-15 CONDITIONS OF APPROVAL

General Conditions

1. All conditions of approval shall be the sole financial responsibility of the applicant/owner, except where specifically noted in the conditions or mandated by statutes.
2. Project approval is conditioned upon acceptance of the conditions of approval contained herein, as evidenced by the applicant's signature thereon within thirty days of the date of site plan approval. Please note this site plan review approval (SPR 2018-15) will expire one year from date of issuance, unless you take positive action on the project as provided in the Municipal Code, or take the required action to extend the approval before expiration date (Municipal Code Section 10-3.4.0114, Lapse of Site Plan Approval).
3. The site and/or building plans submitted for any/all building permit applications shall reflect changes required by the herein listed conditions of approval.
4. Any proposed future modifications to the site involving, but not limited to, building exteriors, parking/loading areas, fence/walls, new buildings or landscaping shall require an amendment to Site Plan Review 2018-15.
5. It shall be the responsibility of the property owner and management to ensure that any required permits, inspections, and approvals from any regulatory agency shall be obtained from the concerned agency prior to a final building permit and/or establishment of the use.
6. The project shall be developed in accordance with the site plan and floor plan prepared in support of conversion of the structure to the home of the Madera County Arts Council, as reviewed and approved with the site plan review and prepared for submittal for building permit plan check.
7. All improvements required herein, or the completion of a deferral agreement or hardship waiver wherever applicable, shall be completed on or before November 1, 2018. Completion of the required improvements shall allow for issuance of a Certificate of Occupancy by the Building Official.

Engineering Department

General

8. Nuisance onsite lighting shall be redirected as requested by City Engineer within 48 hours of notification.
9. The developer shall pay all required fees for completion of project. Fees due may include but shall not be limited to the following: plan review, easement deed review & acceptance, encroachment permit processing and improvement inspection fees.
10. Improvement plans sealed by an engineer shall be submitted to the Engineering Division in accordance with the submittal process.
11. The improvement plans for the project shall include the most recent version of the City's General Notes.

12. Improvements within the City right-of-way require Encroachment Permit from the Engineering Division.

Water

13. Existing water service connection shall be upgraded to current City standards including Automatic Meter Reading (AMR) water meter located within City right-of-way and backflow prevention device located within private property.
14. If water meter is located in the driveway approach, the developer shall install traffic rated box and lid.

Streets

15. The developer shall reconstruct/upgrade existing handicap access ramp located at the southwest corner of Gateway Drive and 2nd Street to current ADA standards.
16. The existing southern-most driveway approach on Gateway Drive shall be removed and replaced with concrete sidewalk, curb and gutter per City standards.
17. Driveway approaches along Gateway Drive and 2nd Street shall be re-constructed to the extent necessary to provide ADA accessibility along the entire site frontage.
18. The developer shall construct a minimum 5-foot continuous concrete sidewalk along the entire parcel frontage of Gateway Drive per City standards. An unimpeded ADA path of travel shall be maintained at all times.
19. The owner may enter into a deferral agreement with the City to defer the construction of sidewalk along the Gateway Drive parcel frontage. Deferral processing fee in the amount of \$368 is due before staff commences preparation of the agreement.
20. If the applicant believes that a hardship waiver for correcting existing non-ADA improvements is applicable based on the cost of ADA improvements in relation to overall project costs, a request for waiver may be submitted for consideration and an ultimate determination by the City. Installation of sidewalk where none previously existed is not considered a correction.
21. An Irrevocable Offer of Dedication shall be made to dedicate ten (10) feet of right-of-way along the entire project parcel frontage on Gateway Drive to provide a half street width of fifty (50) feet, west of the center line.
22. An encroachment permit associated with insurance and bonding is required for all private improvements located within the City's right-of-way in accordance with Madera Municipal Code Title VII Chapter 2. Said improvements include parking fields and existing chain link fences in 2nd Street.
23. No significant improvements shall be constructed within future City right-of-way in anticipation of future expansion of Gateway Drive into a full arterial street. Such improvements include but shall not be limited to transformers, major utility structures, pylon signs, etc.
24. "No stopping" signs shall be installed along Gateway Drive project frontage per City Standards.

Fire Department

25. A building permit is required for all building and site alterations as applicable. Furthermore, improvements may result in a change of occupancy from a "B" (business) occupancy to a mixed "A" occupancy (assembly). Full compliance with the requirements for assembly occupancies will be required if a change in occupancy occurs.
26. One 2A10BC rated fire extinguisher is required for each 3,000 square feet of floor area. The fire extinguishers shall be mounted in visible and accessible locations, between 3-5 feet AFF. The maximum travel distance to reach a fire extinguisher shall be 75 feet from any point within the building.
27. Fire lanes must be properly posted as applicable.
28. A Knox Box is required to allow for rapid entry by emergency services.

Planning Department

General

29. Vandalism and graffiti shall be corrected at all times per the Madera Municipal Code.
30. The applicant shall operate in a manner that does not generate noise, odor, blight or vibration that adversely affects adjacent properties.
31. The property owner, operator, manager shall keep the property clear of all trash, rubbish and debris at all times. Dumping of refuse shall be restricted to the dumpster and refuse containers owned by the property owner.
32. There shall be no allowance for outdoor display and/or outdoor storage of goods, merchandise and/or materials.

Remodel

33. Site Plan Review (SPR) 2018-15 allows for the repurposing of an existing vacant structure into the offices of the Madera County Arts Council, consistent with the herein listed conditions of approval.
34. If the remodel of the structure includes a proposal to repaint the structure, a colors and materials board of the proposed repainting shall be reviewed and approved by the Planning Manager.

Landscaping

35. A landscaping and irrigation plan shall be submitted as part of the submittals for building permit plan check. Landscape and irrigation plans shall be approved by the Planning Department prior to issuance of building permits. The plan shall include the following provisions:
 - Landscaped planters shall be replanted wherever necessary.
 - A three-inch (3") thick mulch shall be applied to all landscaped areas.
 - Landscaped areas are to be provided with permanent automatic irrigation systems.
 - Landscaped areas shall be protected by raised six (6") inch concrete curbing whenever abutting to parking stalls.

- Trees shall be incorporated in the landscaping plan so as to provide shading to the parking field.
 - A detailed planting list for landscaping, with the number, size, spacing (where applicable) and specie of all plantings shall be included as part of the approved landscaping plan.
36. The property owner shall maintain all landscaping in a healthy and well-manicured appearance. This includes, but is not limited to, ensuring properly operating irrigation equipment at all times, trimming and pruning of trees and shrubs, and replacing dead or unhealthy vegetation with drought-tolerant plantings.

Parking

37. The parking field shall be slurry sealed and restriped after the new six-inch (6") concrete curb separating landscaping from the parking field is installed per approved plans.
38. The existing fenced parking area along the property frontage to West 2nd Street shall be removed and the pavement rehabilitated prior to slurry sealing and restriping of the parking field.
39. All parking and loading areas shall be marked and striped to City standards. No compact stalls shall be incorporated into the parking field. No wheel stops shall be incorporated into the parking field/parking stall layout except where required for compliance with ADA requirements.
40. On-site parking shall be provided at all times in conformance with the Madera Municipal Code. Further expansion of the use or additional or accessory uses may require the provision of additional parking spaces in compliance with City standards prior to establishment of the use. All required parking shall be permanently maintained with all parking spaces to be shown on plans submitted for building permits.

Signage

41. All signage shall be in compliance with the Sign Ordinance of the Madera Municipal Code (MMC) § 10-6. All permanent signage is required to have an approved Sign Permit issued by the Planning Department per MMC § 10-6, if not already approved.
42. The applicant proposes to install a wall-mounted mural on the north face of the existing structure. A mural is defined as "an original work of art hand-painted on a structural wall surface, not intended to advertise, but instead to aesthetically entertain." Placement of any mural shall be per the approval of the Community Development Director.

Public Works Department

43. A trash enclosure shall be constructed consistent with the Engineering Department Standard Drawing E-7, Typical Refuse Container Enclosure Details, painted to match the primary structure. The trash enclosure shall be constructed in the approved location.

Please indicate acknowledgment of this letter and acceptance of the conditions by signing and returning the Acknowledgement and Acceptance of Conditions of Approval to me at your earliest possible opportunity. The approval does not take effect until acknowledgment and acceptance of conditions of approval, signed and dated within thirty (30) days of this action is received in this

office. In addition, although plans may be submitted for plan checking, building permits will not be issued until such acceptance is received.

Thank you in advance for your timely efforts toward completion of the required improvements. The relocation of the Madera County Arts Council is an important project. If there is anything you may need moving forward, by all means please use me as a resource.

Cordially,

Christopher Boyle
Planning Manager

ACKNOWLEDGMENT AND ACCEPTANCE OF CONDITIONS - SITE PLAN REVIEW

Prepared by the City of Madera Planning Department for:

Site Plan Review 2018-15, to allow for the repurposing of the former Social Security Administration offices into the offices of the Madera County Arts Council, to include art gallery space and classroom facilities, located on the southwest corner of the intersection of West 2nd Street and North Gateway Drive (424 North Gateway Drive), in the C2 (Heavy Commercial) Zone District, with a C (Commercial) General Plan land use designation (APN: 006-086-001).

APPLICANT ACCEPTANCE OF CONDITIONS OF APPROVAL

I, (please print name) _____, applicant for Site Plan Review 2018-15, hereby accept the list of conditions of approval, and do hereby agree to abide by said conditions. I acknowledge that unless the acceptance of conditions of approval is received within 30 days, or a letter of appeal filed within 14 days, the Site Plan Review will automatically terminate, possibly requiring a new application to be filed to bring the property into conformance with the Madera Municipal Code. I also acknowledge that all conditions of approval shall be fully complied with prior to issuance of a Certificate of Occupancy, unless other arrangements have been made in writing with the Community Development Director.

Date of Acceptance: _____

SPR 2018-15

Applicant/Representative Signature (please sign in ink)

Printed Name

Company

Date of Acceptance: 8/17/18

Property Owner

Philip Oertel

Property Owner Signature (please sign in ink)

Printed Name

Company

Philip Oertel
Philip + Klara Oertel LTD

Recording Requested By:
City of Madera
When Recorded Return To:
City of Madera
205 W. 4th Street
Madera, CA 93637
Attention: City Clerk

Fee Waived Per Section 27383 and 27388.1(a)(2)(D) of the Government Code

**IMPROVEMENT DEFERRAL AGREEMENT
AND AUTHORIZATION OF LIEN FOR PHILIP AND KLINA OBERTI LTD.,
424 N. GATEWAY DRIVE.**

This Improvement Deferral Agreement and Authorization of Lien, herein after called "Agreement", is made and entered into at Madera, California, and is effective this ____ day of _____, 2018, by and between the CITY OF MADERA, a municipal corporation, hereinafter designated and called "CITY", and Philip and Klina Oberti Ltd., designated and called "Owner" without regard for number or gender.

RECITALS

WHEREAS, Owner is proposing to develop that property described in Exhibit "A" attached herein; and

WHEREAS, CITY granted approval of Site Plan Review (SPR) 2018-15, described in Exhibit "B" attached herein, allowing Owner to proceed with the proposed project on the subject property subject to certain conditions of approval, including those requiring the Owner to construct certain on and off-site improvements; and

WHEREAS, Owner is requesting that City, subject to the terms and conditions of this Agreement, defer the construction or installation of certain specific improvements (the "Improvements") as follows:

- Condition 13. Existing water service connection shall be upgraded to current City standards including Automatic Meter Reading (AMR) water meter located within City right-of-way and backflow prevention device located within private property.
- Condition 14. If water meter is located in the driveway approach, the developer shall install traffic rated box and lid.
- Condition 15. The developer shall reconstruct/upgrade existing handicap access ramp located at the southwest corner of Gateway Drive and 2nd Street to current ADA standards.
- Condition 16. The existing southern-most driveway approach on Gateway Drive shall be removed and replaced with concrete sidewalk, curb and gutter per City standards.
- Condition 17. Driveway approaches along Gateway Drive and 2nd Street shall be re-constructed to the extent necessary to provide ADA accessibility along the entire site frontage.
- Condition 18. The developer shall construct a minimum 5-foot continuous concrete sidewalk along the entire parcel frontage of Gateway Drive per City standards. An unimpeded ADA path of travel shall be maintained at all times.
- Condition 21. An Irrevocable Offer of Dedication shall be made to dedicate ten (10) feet of right-of-way along the entire project parcel frontage on Gateway Drive to provide a half street width of fifty (50) feet, west of the center line.
- Condition 24. "No stopping" signs shall be installed along Gateway Drive project frontage per City Standards.
- Condition 27. Fire lanes must be properly posted as applicable.
- Condition 35. A landscaping and irrigation plan shall be submitted as part of the submittals for building permit plan check. Landscape and irrigation plans shall be approved by the Planning Department prior to issuance of building permits. The plan shall include the following provisions:
 - Landscaped planters shall be replanted wherever necessary.
 - A three-inch (3") thick mulch shall be applied to all landscaped areas.
 - Landscaped areas are to be provided with permanent automatic irrigation systems.
 - Landscaped areas shall be protected by raised six (6") inch concrete curbing whenever abutting to parking stalls.
 - Trees shall be incorporated in the landscaping plan so as to provide shading to the parking field.

- A detailed planting list for landscaping, with the number, size, spacing (where applicable) and specie of all plantings shall be included as part of the approved landscaping plan.
- Condition 37. The parking field shall be slurry sealed and restriped after the new six-inch (6") concrete curb separating landscaping from the parking field is installed per approved plans.
- Condition 38. The existing fenced parking area along the property frontage to West 2nd Street shall be removed and the pavement rehabilitated prior to slurry sealing and restriping of the parking field.
- Condition 39. All parking and loading areas shall be marked and striped to City standards. No compact stalls shall be incorporated into the parking field. No wheel stops shall be incorporated into the parking field/parking stall layout except where required for compliance with ADA requirements.
- Condition 43. A trash enclosure shall be constructed consistent with the Engineering Department Standard Drawing E-7, Typical Refuse Container Enclosure Details, painted to match the primary structure. The trash enclosure shall be constructed in the approved location.

WHEREAS, CITY desires to facilitate the timely use and occupancy of Owner's building through the issuance of a temporary certificate of occupancy, while allowing Owner to defer the completion of certain conditions of approval.

NOW, THEREFORE, in consideration of City's issuance and approval of site plan review and building permits and for other good and valuable consideration, City and Owner hereby agree as follows:

Deferral of Improvements

1. Owner agrees to complete construction of the improvements specified in conditions of approval number 13, 14, 15, 16, 18, 21, 24, 27, 35, 37, 38, 39, and 43 of SPR 2018-15 no later than March 1, 2019.

- Condition 13. Existing water service connection shall be upgraded to current City standards including Automatic Meter Reading (AMR) water meter located within City right-of-way and backflow prevention device located within private property.

- Condition 14. If water meter is located in the driveway approach, the developer shall install traffic rated box and lid.
- Condition 15. The developer shall reconstruct/upgrade existing handicap access ramp located at the southwest corner of Gateway Drive and 2nd Street to current ADA standards.
- Condition 16. The existing southern-most driveway approach on Gateway Drive shall be removed and replaced with concrete sidewalk, curb and gutter per City standards.
- Condition 18. The developer shall construct a minimum 5-foot continuous concrete sidewalk along the entire parcel frontage of Gateway Drive per City standards. An unimpeded ADA path of travel shall be maintained at all times.
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- Condition 24. "No stopping" signs shall be installed along Gateway Drive project frontage per City Standards.
- Condition 27. Fire lanes must be properly posted as applicable.
- Condition 35. A landscaping and irrigation plan shall be submitted as part of the submittals for building permit plan check. Landscape and irrigation plans shall be approved by the Planning Department prior to issuance of building permits. The plan shall include the following provisions:
 - Landscaped planters shall be replanted wherever necessary.
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 - A detailed planting list for landscaping, with the number, size, spacing (where applicable) and specie of all plantings shall be included as part of the approved landscaping plan.
- Condition 37. The parking field shall be slurry sealed and restriped after the new six-inch (6") concrete curb separating landscaping from the parking field is installed per approved plans.

- Condition 38. The existing fenced parking area along the property frontage to West 2nd Street shall be removed and the pavement rehabilitated prior to slurry sealing and restriping of the parking field.
- Condition 39. All parking and loading areas shall be marked and striped to City standards. No compact stalls shall be incorporated into the parking field. No wheel stops shall be incorporated into the parking field/parking stall layout except where required for compliance with ADA requirements.
- Condition 43. A trash enclosure shall be constructed consistent with the Engineering Department Standard Drawing E-7, Typical Refuse Container Enclosure Details, painted to match the primary structure. The trash enclosure shall be constructed in the approved location.

2. If Owner fails to construct or complete the improvements specified in Paragraph 1 of this Agreement pursuant to the terms and on or before the deadline set forth in section 1 hereof, the parties agree that the temporary occupancy permit issued to the building and use which is the subject of SPR 2018-15 shall become null and void and of no further force and effect. If the temporary occupancy permit becomes null and void, occupancy of the building shall not be permitted until the improvements specified in Paragraph 1 are completed.

3. Owner agrees to construct the improvements specified in SPR 2018-15 condition of approval Number 17 no later than July 25, 2028, or at such earlier time when sidewalk improvements are constructed by any adjacent development or through a City-initiated project.

- Condition 17. Driveway approaches along Gateway Drive and 2nd Street shall be re-constructed to the extent necessary to provide ADA accessibility along the entire site frontage.

It is understood that the driveway approach along Gateway Drive shall be constructed as part of satisfying Condition No. 18, prior to March 1, 2019, and the

frontage improvements associated with West 2nd Street shall be completed no later than July 25, 2028.

4. If Owner fails to construct or complete the improvements specified in Paragraph 3 of this Agreement, the City may, but shall not be obligated to, construct and complete the improvements. The Owner shall be fully responsible for all costs incurred by the City in connection with completion of the improvements including reasonable attorney's fees which may be incurred in any action successfully enforcing this agreement against the Owner, his heirs, successors or assigns. A final accounting of such costs, when confirmed by the City Engineer and recorded in the official records of the County, shall be a lien on the property. If the Owner does not pay the costs in full within 30 days after the date the City Engineer mails notice of such costs, interest shall accrue on the unpaid costs at the maximum legal rate from the date the accounting of the costs was confirmed. The lien shall not be released until all such costs, including accrued interest, are paid in full, according to the terms specified in this Agreement. The remedy provided in this paragraph shall be in addition to and without limitation on any other rights or remedies that may be available to the City, including, but not limited to, the right to resort to any security submitted by the Owner as provided herein.

5. The deferral of construction of the Improvements contemplated by this Agreement shall not apply to certain of the Sidewalk Improvements to the extent all or any portion of them are required to be constructed pursuant to a successful complaint associated with the American's with Disabilities Act ("ADA") or other similar federal or state law.

Construction and Installation of the Improvements

6. The performance and installation of the Improvements shall comply with the Standard Drawings and Specifications of City. In case there are no Standard Specifications of City for certain Improvements at the time they are constructed, such performance and installation shall be in accordance with the standards and specifications of the State of California, Department of Transportation or applicable source. Owner shall perform, install and provide all work, improvements and materials under the supervision of the City Engineer, under whose direction the work shall be inspected as it progresses.

7. Owner's engineer shall provide an engineer's cost estimate for construction of the required Improvements constructed within City right-of-way. The engineer's estimate shall be reviewed and increased to 125 percent of the cost estimate to reflect the payment of prevailing wages should City find it necessary to construct the deferred Improvements. Such amount shall be the dollar amount necessary as security to guarantee construction of said Improvements. Owner shall submit engineered street drawings or documentation sufficient to support a contractor in constructing said sidewalk in conformance with City standards to the City Engineer for approval prior to approval of this Agreement.

8. Security for the construction of the Improvements shall be submitted prior to the issuance of an encroachment permit by the City. Security shall be in the form of a bond, cash, or a certificate of deposit assigned and payable to City,

an irrevocable straight letter of credit, or other form acceptable to the City Attorney. The security shall be maintained in full effect at all times until the Improvements are completed and accepted by City. Said security may be provided by Owner's contractor performing said work. The security shall be submitted before an encroachment permit is issued.

9. After the satisfactory completion of the Improvements by Owner, City shall accept such Improvements. Owner shall, for those improvements constructed with City right-of-way, provide for the repair of defects due to poor workmanship or faulty materials, discovered during a one-year warranty period commencing one day after the acceptance of the Improvements by City. This Agreement shall terminate upon the later of said (1) year period or upon the completion of any work necessary to cure any defects discovered during such (1) year period.

10. All Improvements shall be done at the sole cost and expense of Owner. The usual and customary costs of engineering, inspection, testing, surveying, staking, and all applicable fees as required by City shall be the sole responsibility of Owner.

11. Owner shall indemnify, hold harmless, and defend City and each of its officers, agents, and employees from any and all loss, liability costs, and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including attorney's fees and legal expenses), arising or alleged to have arisen directly or indirectly out of or in any way connected with (a) the making of this Agreement; (b) performance or

installation of the work or Improvements by Owner, its employees, officers, agents, contractors or subcontractors, or (c) design, installation, operation or maintenance of the work or improvements, regardless of whether City is actively or passively negligent, except for liability, loss, costs or damage caused solely by the negligence or willful misconduct of City of its officers, agents or employees.

12. Owner shall, before the issuance of an encroachment permit, obtain and maintain in full force and effect during the term of this Agreement at Owner's own expense and risk, a general comprehensive liability insurance policy and shall furnish evidence of such insurance by delivery of a copy or copies of the policies. Such insurance shall name City, its Council, boards, commissions, officers, council members, volunteers and employees as additional insureds and shall indemnify City and said persons against liability for loss or damage for injury, including death, and property damage occasioned by the operation of Owner or its contractors or subcontractors under the terms of this Agreement, and shall be in the minimum limits of \$1,000,000 for injury or death, and property damage limits of not less than \$250,000. **THE POLICIES MENTIONED HEREIN SHALL CONTAIN A PROVISION THAT A WRITTEN NOTICE OF INSURER'S CANCELLATION OR MATERIAL CHANGE IN THE TERMS OF SAID POLICY SHALL BE DELIVERED TO THE CITY THIRTY (30) DAYS IN ADVANCE OF THE EFFECT OF SUCH CHANGE OR CANCELLATION.** Such insurance shall also specifically insure any contractual liability assumed by Owner under the terms of this Agreement. Owner shall provide an additional bond, cash, or other security, as approved by City, in an amount equal to all deductible amounts or self-insured

retention named in the above required general comprehensive liability insurance policy.

Other Matters

13. The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision or part thereof shall not affect the validity or invalidity or any other provision.

14. This Agreement shall be binding upon and inure to the benefit of the administrators, successors, and assigns of the respective parties hereto, and the obligations of this Agreement shall run with and burden the subject property.

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

16. Whenever the context requires, the neuter shall include the masculine or feminine, or both, and the singular shall include the plural.

17. Time is of the essence of this Agreement.

[Signature page follows.]

CITY OF MADERA:

By: _____
Andrew J. Medellin, Mayor

OWNER: Philip and Klina
Oberti Ltd., Owner

APPROVED AS TO FORM:

By: _____
Brent Richardson, City Attorney

By: _____
Its: _____

ATTEST:

By: _____
Sonia Alvarez, City Clerk

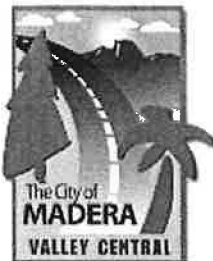
**NOTARY ACKNOWLEDGEMENT
REQUIRED**

EXHIBIT "A"

PARCEL 1:

Lots twelve (12), thirteen (13) and fourteen (14) in block twenty-one (21) of the City of Madera, California, according to the map entitled, "Floto Tract, Blks. 20, 21, 27, 28 & 34," in Assessor's Map No. 6-08, City of Madera, County of Madera, California.

APN: 006-086-001



CITY OF MADERA PLANNING DEPARTMENT

July 25, 2018

Ms. Rochelle Noblett
Madera County Arts Council
424 North Gateway Drive
Madera, CA 93637

Philip and Klina Oberti Ltd.
13677 Road 23
Madera, CA 93637

RE: Site Plan Review 2018-15 – Madera County Arts Council

Dear Ms. Noblett:

The City of Madera's Site Plan Review process has been conducted pursuant to Madera Municipal Code Article 10-3.4.01 and you are hereby notified that:

Site Plan Review 2018-15, to allow for the repurposing of the former Social Security Administration offices into the offices of the Madera County Arts Council, to include art gallery space and classroom facilities, located on the southwest corner of the intersection of West 2nd Street and North Gateway Drive (424 North Gateway Drive), in the C2 (Heavy Commercial) Zone District, with a C (Commercial) General Plan land use designation (APN: 006-086-001, is hereby approved with the following findings and conditions of approval:

FINDINGS:

- The project has been determined to be categorically exempt under the California Environmental Quality Act (CEQA) guidelines, Section 15301 (Existing Facilities).
- The facilities and improvements, as modified with this approval, are arranged to avoid traffic congestion and adverse effects on surrounding properties.
- The plans are consistent with established legislative policies relating to traffic safety, street improvements, accessibility, and environmental quality.
- As conditioned, the use is consistent with the Madera General Plan and zoning on the site.

SPR 2018-15 CONDITIONS OF APPROVAL

General Conditions

1. All conditions of approval shall be the sole financial responsibility of the applicant/owner, except where specifically noted in the conditions or mandated by statutes.
2. Project approval is conditioned upon acceptance of the conditions of approval contained herein, as evidenced by the applicant's signature thereon within thirty days of the date of site plan approval. Please note this site plan review approval (SPR 2018-15) will expire one year from date of issuance, unless you take positive action on the project as provided in the Municipal Code, or take the required action to extend the approval before expiration date (Municipal Code Section 10-3.4.0114, Lapse of Site Plan Approval).
3. The site and/or building plans submitted for any/all building permit applications shall reflect changes required by the herein listed conditions of approval.
4. Any proposed future modifications to the site involving, but not limited to, building exteriors, parking/loading areas, fence/walls, new buildings or landscaping shall require an amendment to Site Plan Review 2018-15.
5. It shall be the responsibility of the property owner and management to ensure that any required permits, inspections, and approvals from any regulatory agency shall be obtained from the concerned agency prior to a final building permit and/or establishment of the use.
6. The project shall be developed in accordance with the site plan and floor plan prepared in support of conversion of the structure to the home of the Madera County Arts Council, as reviewed and approved with the site plan review and prepared for submittal for building permit plan check.
7. All improvements required herein, or the completion of a deferral agreement or hardship waiver wherever applicable, shall be completed on or before November 1, 2018. Completion of the required improvements shall allow for issuance of a Certificate of Occupancy by the Building Official.

Engineering Department

General

8. Nuisance onsite lighting shall be redirected as requested by City Engineer within 48 hours of notification.
9. The developer shall pay all required fees for completion of project. Fees due may include but shall not be limited to the following: plan review, easement deed review & acceptance, encroachment permit processing and improvement inspection fees.
10. Improvement plans sealed by an engineer shall be submitted to the Engineering Division in accordance with the submittal process.
11. The improvement plans for the project shall include the most recent version of the City's General Notes.

12. Improvements within the City right-of-way require Encroachment Permit from the Engineering Division.

Water

13. Existing water service connection shall be upgraded to current City standards including Automatic Meter Reading (AMR) water meter located within City right-of-way and backflow prevention device located within private property.
14. If water meter is located in the driveway approach, the developer shall install traffic rated box and lid.

Streets

15. The developer shall reconstruct/upgrade existing handicap access ramp located at the southwest corner of Gateway Drive and 2nd Street to current ADA standards.
16. The existing southern-most driveway approach on Gateway Drive shall be removed and replaced with concrete sidewalk, curb and gutter per City standards.
17. Driveway approaches along Gateway Drive and 2nd Street shall be re-constructed to the extent necessary to provide ADA accessibility along the entire site frontage.
18. The developer shall construct a minimum 5-foot continuous concrete sidewalk along the entire parcel frontage of Gateway Drive per City standards. An unimpeded ADA path of travel shall be maintained at all times.
19. The owner may enter into a deferral agreement with the City to defer the construction of sidewalk along the Gateway Drive parcel frontage. Deferral processing fee in the amount of \$368 is due before staff commences preparation of the agreement.
20. If the applicant believes that a hardship waiver for correcting existing non-ADA improvements is applicable based on the cost of ADA improvements in relation to overall project costs, a request for waiver may be submitted for consideration and an ultimate determination by the City. Installation of sidewalk where none previously existed is not considered a correction.
21. An Irrevocable Offer of Dedication shall be made to dedicate ten (10) feet of right-of-way along the entire project parcel frontage on Gateway Drive to provide a half street width of fifty (50) feet, west of the center line.
22. An encroachment permit associated with insurance and bonding is required for all private improvements located within the City's right-of-way in accordance with Madera Municipal Code Title VII Chapter 2. Said improvements include parking fields and existing chain link fences in 2nd Street.
23. No significant improvements shall be constructed within future City right-of-way in anticipation of future expansion of Gateway Drive into a full arterial street. Such improvements include but shall not be limited to transformers, major utility structures, pylon signs, etc.
24. "No stopping" signs shall be installed along Gateway Drive project frontage per City Standards.

Fire Department

25. A building permit is required for all building and site alterations as applicable. Furthermore, improvements may result in a change of occupancy from a "B" (business) occupancy to a mixed "A" occupancy (assembly). Full compliance with the requirements for assembly occupancies will be required if a change in occupancy occurs.
26. One 2A10BC rated fire extinguisher is required for each 3,000 square feet of floor area. The fire extinguishers shall be mounted in visible and accessible locations, between 3-5 feet AFF. The maximum travel distance to reach a fire extinguisher shall be 75 feet from any point within the building.
27. Fire lanes must be properly posted as applicable.
28. A Knox Box is required to allow for rapid entry by emergency services.

Planning Department

General

29. Vandalism and graffiti shall be corrected at all times per the Madera Municipal Code.
30. The applicant shall operate in a manner that does not generate noise, odor, blight or vibration that adversely affects adjacent properties.
31. The property owner, operator, manager shall keep the property clear of all trash, rubbish and debris at all times. Dumping of refuse shall be restricted to the dumpster and refuse containers owned by the property owner.
32. There shall be no allowance for outdoor display and/or outdoor storage of goods, merchandise and/or materials.

Remodel

33. Site Plan Review (SPR) 2018-15 allows for the repurposing of an existing vacant structure into the offices of the Madera County Arts Council, consistent with the herein listed conditions of approval.
34. If the remodel of the structure includes a proposal to repaint the structure, a colors and materials board of the proposed repainting shall be reviewed and approved by the Planning Manager.

Landscaping

35. A landscaping and irrigation plan shall be submitted as part of the submittals for building permit plan check. Landscape and irrigation plans shall be approved by the Planning Department prior to issuance of building permits. The plan shall include the following provisions:
 - Landscaped planters shall be replanted wherever necessary.
 - A three-inch (3") thick mulch shall be applied to all landscaped areas.
 - Landscaped areas are to be provided with permanent automatic irrigation systems.
 - Landscaped areas shall be protected by raised six (6") inch concrete curbing whenever abutting to parking stalls.

- Trees shall be incorporated in the landscaping plan so as to provide shading to the parking field.
 - A detailed planting list for landscaping, with the number, size, spacing (where applicable) and specie of all plantings shall be included as part of the approved landscaping plan.
36. The property owner shall maintain all landscaping in a healthy and well-manicured appearance. This includes, but is not limited to, ensuring properly operating irrigation equipment at all times, trimming and pruning of trees and shrubs, and replacing dead or unhealthy vegetation with drought-tolerant plantings.

Parking

37. The parking field shall be slurry sealed and restriped after the new six-inch (6") concrete curb separating landscaping from the parking field is installed per approved plans.
38. The existing fenced parking area along the property frontage to West 2nd Street shall be removed and the pavement rehabilitated prior to slurry sealing and restriping of the parking field.
39. All parking and loading areas shall be marked and striped to City standards. No compact stalls shall be incorporated into the parking field. No wheel stops shall be incorporated into the parking field/parking stall layout except where required for compliance with ADA requirements.
40. On-site parking shall be provided at all times in conformance with the Madera Municipal Code. Further expansion of the use or additional or accessory uses may require the provision of additional parking spaces in compliance with City standards prior to establishment of the use. All required parking shall be permanently maintained with all parking spaces to be shown on plans submitted for building permits.

Signage

41. All signage shall be in compliance with the Sign Ordinance of the Madera Municipal Code (MMC) § 10-6. All permanent signage is required to have an approved Sign Permit issued by the Planning Department per MMC § 10-6, if not already approved.
42. The applicant proposes to install a wall-mounted mural on the north face of the existing structure. A mural is defined as "an original work of art hand-painted on a structural wall surface, not intended to advertise, but instead to aesthetically entertain." Placement of any mural shall be per the approval of the Community Development Director.

Public Works Department

43. A trash enclosure shall be constructed consistent with the Engineering Department Standard Drawing E-7, Typical Refuse Container Enclosure Details, painted to match the primary structure. The trash enclosure shall be constructed in the approved location.

Please indicate acknowledgment of this letter and acceptance of the conditions by signing and returning the Acknowledgement and Acceptance of Conditions of Approval to me at your earliest possible opportunity. The approval does not take effect until acknowledgment and acceptance of conditions of approval, signed and dated within thirty (30) days of this action is received in this

office. In addition, although plans may be submitted for plan checking, building permits will not be issued until such acceptance is received.

Thank you in advance for your timely efforts toward completion of the required improvements. The relocation of the Madera County Arts Council is an important project. If there is anything you may need moving forward, by all means please use me as a resource.

Cordially,

Christopher Boyle
Planning Manager

ACKNOWLEDGMENT AND ACCEPTANCE OF CONDITIONS - SITE PLAN REVIEW

Prepared by the City of Madera Planning Department for:

Site Plan Review 2018-15, to allow for the repurposing of the former Social Security Administration offices into the offices of the Madera County Arts Council, to include art gallery space and classroom facilities, located on the southwest corner of the intersection of West 2nd Street and North Gateway Drive (424 North Gateway Drive), in the C2 (Heavy Commercial) Zone District, with a C (Commercial) General Plan land use designation (APN: 006-086-001).

APPLICANT ACCEPTANCE OF CONDITIONS OF APPROVAL

I, (please print name) _____, applicant for Site Plan Review 2018-15, hereby accept the list of conditions of approval, and do hereby agree to abide by said conditions. I acknowledge that unless the acceptance of conditions of approval is received within 30 days, or a letter of appeal filed within 14 days, the Site Plan Review will automatically terminate, possibly requiring a new application to be filed to bring the property into conformance with the Madera Municipal Code. I also acknowledge that all conditions of approval shall be fully complied with prior to issuance of a Certificate of Occupancy, unless other arrangements have been made in writing with the Community Development Director.

Date of Acceptance: _____

SPR 2018-15

Applicant/Representative Signature (please sign in ink)

Printed Name

Company

Date of Acceptance: 8/17/18

Property Owner

[Signature]
Property Owner Signature (please sign in ink)

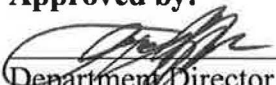
Philip + Kristine Operti LTD
Printed Name

Company



REPORT TO CITY COUNCIL

Approved by:


Department Director


City Administrator

Council Meeting of: September 5, 2018

Agenda Number: B-17

SUBJECT: Consideration of a Minute Order Approving and Accepting the City of Madera Investment Report for the Quarter Ending June 30, 2018

RECOMMENDATION: Staff recommends the Council approve and accept the City of Madera Investment Report for the quarter ending June 30, 2018 as presented by minute order.

DISCUSSION: The City of Madera Investment Policy calls for a quarterly report to be presented to the City Council, giving detailed information on the portfolio and bank positions with summary information to permit an informed outside reader to evaluate the performance of the investment program. The Finance Director hereby submits the report for the quarter ending June 30, 2018.

The market values for the items being reported were obtained from Union Bank, who acts as the custodian for our investments and who we considered 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 2017 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 out-performed the LAIF benchmark, with a 1.944% yield as compared to 1.90% for the Local Agency Investment Fund [LAIF]. The 2-Year Treasury benchmark, however, exceeded the City's investment program with a 2.52% performance versus a 1.944%. Total Market Value of the City's investments equaled \$71.4 million as of June 30, 2018, as compared to \$68.4 million as of March 31, 2018. Federal Agency Securities, Local Agency Investment Fund [LAIF], Medium Term Notes and Negotiable Certificates of Deposit Securities make up 84.8% of the June 30, 2018 total. During the quarter being reported, the City added just over \$2.5 million of Medium Term Notes to its investment portfolio. There was also a large shift of funds from Interest Bearing Accounts and Obligations of the US Government into LAIF, with

the balance in LAIF increasing for \$8.9 million as of March 31, 2018 to \$16.9 million as of June 30, 2018. With interest rates rising faster in short-term investments than in the 4 or 5-year investments, LAIF rates have improved considerably. The City will continue to use LAIF for liquidity and as a buffer to potentially rising rates.

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 June 30, 2018. All holdings are in line with the November 2017 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

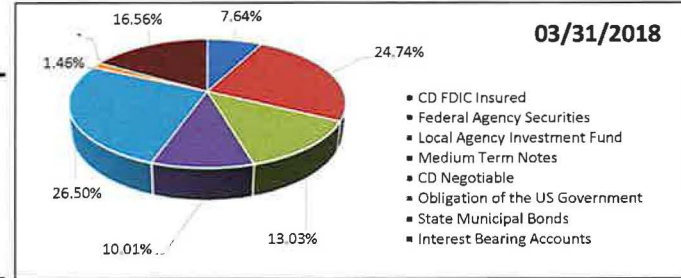
June 30, 2018



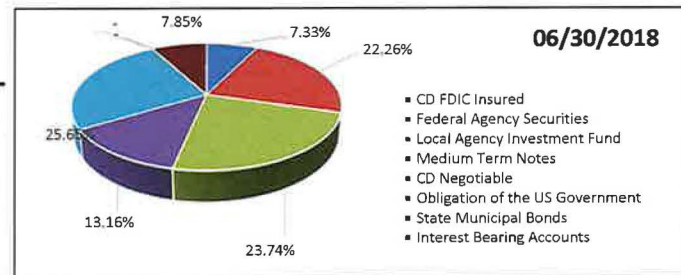
Benchmark Performance	Beginning Balance	Ending Balance
	3/31/2018	6/30/2018
Weighted Average Yield	1.738	1.944
LAIF	1.510	1.900
2 Year Treasury	2.270	2.520

Investment Policy Compliance

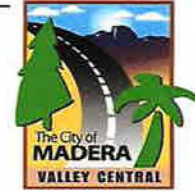
Asset Class	% of Portfolio	YTM @Cost	Days to Maturity	Duration to Maturity	Book Value	Market Value
CD FDIC Insured	7.64%	1.977	987	2.600	5,229,000.00	5,229,000.00
Federal Agency Securities	24.74%	1.699	1098	2.910	17,292,246.87	16,921,300.00
Local Agency Investment Fund	13.03%	1.510	1	0.000	8,913,789.40	8,913,789.40
Medium Term Notes	10.01%	1.824	709	1.890	7,000,921.14	6,887,150.00
CD Negotiable	26.50%	1.825	689	1.830	18,299,000.00	18,129,934.10
Obligation of the US Government	1.46%	1.010	61	0.170	999,983.24	998,800.00
State Municipal Bonds	-	-	-	-	-	-
Interest Bearing Accounts	16.56%	-	-	-	11,324,854.05	11,324,854.05
Total / Average	100.00%	1.738%	722	1.910	69,059,794.70	68,404,827.55



Asset Class	% of Portfolio	YTM @Cost	Days to Maturity	Duration to Maturity	Book Value	Market Value
CD FDIC Insured	7.33%	1.977	896	2.360	5,229,000.00	5,229,000.00
Federal Agency Securities	22.26%	1.727	1070	2.840	16,293,032.54	15,885,994.00
Local Agency Investment Fund	23.74%	1.900	1	0.000	16,941,389.55	16,941,389.55
Medium Term Notes	13.16%	2.254	839	2.220	9,507,079.72	9,392,850.00
CD Negotiable	25.65%	2.003	736	1.950	18,542,000.00	18,303,445.38
Obligation of the US Government	-	-	-	-	-	-
State Municipal Bonds	-	-	-	-	-	-
Interest Bearing Accounts	7.85%	-	-	-	5,600,881.37	5,600,881.37
Total / Average	100.00%	1.944%	655	1.730	72,113,383.18	71,353,560.30

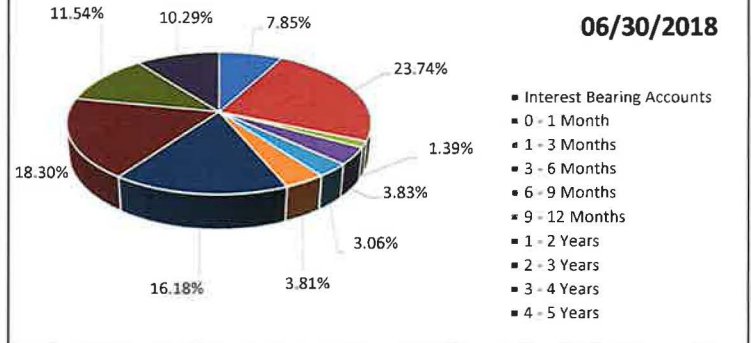


Investment Policy Compliance	Max	Max Maturity	Compliance
CD FDIC Insured	30%	5 Years	Yes
Federal Agency Securities	90%	5 Years	Yes
Local Agency Investment Fund	65M	n/a	Yes
Medium Term Notes	30%	5 Years	Yes
CD Negotiable	30%	5 Years	Yes
Obligation of the US Government	90%	5 Years	Yes
State Municipal Bonds	20%	5 Years	Yes
Interest Bearing Accounts	20%	n/a	Yes



Investment Policy Compliance - by Maturity Range

Maturity Range	% of Portfolio	YTM @Cost	Days to Maturity	Duration to Maturity	Book Value	Market Value
Interest Bearing Accounts	7.85%	-	-	-	5,600,881.37	5,600,881.37
0 - 1 Month	23.74%	1.900	1	0.000	16,941,389.55	16,941,389.55
1 - 3 Months	1.39%	1.350	74	0.200	996,000.00	995,375.83
3 - 6 Months	3.83%	1.354	159	0.430	2,740,000.00	2,731,762.91
6 - 9 Months	3.06%	1.563	219	0.590	2,195,524.12	2,185,887.52
9 - 12 Months	3.81%	1.604	322	0.880	2,732,000.00	2,718,536.36
1 - 2 Years	16.18%	1.745	576	1.560	11,698,703.13	11,543,966.29
2 - 3 Years	18.30%	2.232	958	2.550	13,257,815.80	13,060,605.70
3 - 4 Years	11.54%	1.934	1275	3.370	8,469,421.92	8,232,668.74
4 - 5 Years	10.29%	2.393	1569	4.070	7,481,647.29	7,342,486.03
Total/Average	100.00%	1.944	655	1.730	72,113,383.18	71,353,560.30



City of Madera
 Portfolio Holdings
 Council Investment Report
 Report Format: By Transaction
 Group By: Asset Class
 Average By: Market Value
 Portfolio / Report Group: Report Group: Quarterly Report with Bank Accounts
 As of 6/30/2018

Description	CUSIP/Ticker	% of Portfolio	Security Type	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	Maturity Date	Days To Maturity
FDIC Insured Certificate of Deposit										
Allegiance Bank 1.5 6/29/2019	CD-58629	0.35	Certificate Of Deposit	12/29/2016	1.500	249,000.00	249,000.00	249,000.00	6/29/2019	364
Banc of California 2.6 12/28/2022	CD-BANCOFCA	0.35	Certificate Of Deposit	12/28/2017	2.600	249,000.00	249,000.00	249,000.00	12/28/2022	1,642
Dickinson County Bank 2.5 7/24/2022	CD-12425	0.35	Certificate Of Deposit	7/24/2017	2.500	249,000.00	249,000.00	249,000.00	7/24/2022	1,485
First Community Bank 2.1 8/19/2021	CD-16197	0.35	Certificate Of Deposit	8/19/2016	2.100	249,000.00	249,000.00	249,000.00	8/19/2021	1,146
First Internet Bank of Indiana 1.65 1/30/2020	CD-34607B	0.35	Certificate Of Deposit	1/30/2017	1.650	249,000.00	249,000.00	249,000.00	1/30/2020	579
First Republic Bank 2.23 7/10/2022	CD-3510	0.35	Certificate Of Deposit	7/13/2017	2.230	249,000.00	249,000.00	249,000.00	7/10/2022	1,471
First Utah Bank 2.23 1/7/2020	CD-1813	0.35	Certificate Of Deposit	1/7/2015	2.230	249,000.00	249,000.00	249,000.00	1/7/2020	556
Habib Bank 1.29 9/3/2018	CD-4587E	0.35	Certificate Of Deposit	9/3/2017	1.290	250,000.00	250,000.00	250,000.00	9/3/2018	65
Home City Federal Savings Bank 1.83 2/9/2019	CD-2855	0.35	Certificate Of Deposit	2/9/2015	1.830	249,000.00	249,000.00	249,000.00	2/9/2019	224
IDB Bank 2.1 9/30/2021	CD-IDB093016	0.35	Certificate Of Deposit	9/30/2016	2.100	248,000.00	248,000.00	248,000.00	9/30/2021	1,188
Kansas State Bank 2.05 6/13/2021	CD-19899	0.35	Certificate Of Deposit	6/13/2016	2.050	249,000.00	249,000.00	249,000.00	6/13/2021	1,079
Latino Credit Union 2.15 5/22/2022	CD-8104945	0.35	Certificate Of Deposit	5/22/2017	2.150	249,000.00	249,000.00	249,000.00	5/22/2022	1,422
Pentagon Federal Credit Union 2.25 10/16/2022	CD-1234C	0.35	Certificate Of Deposit	10/16/2017	2.250	249,000.00	249,000.00	249,000.00	10/16/2022	1,569
Rio Grande Credit Union 2.13 6/13/2021	CD-62573	0.35	Certificate Of Deposit	6/13/2016	2.130	249,000.00	249,000.00	249,000.00	6/13/2021	1,079
Royal Business Bank 1.36 9/20/2018	CD-5881B	0.35	Certificate Of Deposit	3/20/2017	1.360	249,000.00	249,000.00	249,000.00	9/20/2018	82
Security State Bank 1.935 10/26/2021	CD-SECSTBK16	0.35	Certificate Of Deposit	10/26/2016	1.935	249,000.00	249,000.00	249,000.00	10/26/2021	1,214

Description	CUSIP/Ticker	% of Portfolio	Security Type	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	Maturity Date	Days To Maturity
SouthEast Bank 2.485 7/24/2022	CD-57348B	0.35	Certificate Of Deposit	8/8/2017	2.485	249,000.00	249,000.00	249,000.00	7/24/2022	1,485
Start Community Bank 1.49 4/26/2019	CD- START102616	0.35	Certificate Of Deposit	10/26/2016	1.490	249,000.00	249,000.00	249,000.00	4/26/2019	300
State Bank of Chandler 2 8/22/2021	CD-8858	0.35	Certificate Of Deposit	8/22/2016	2.000	249,000.00	249,000.00	249,000.00	8/22/2021	1,149
Triumph Savings Bank 1.393 9/30/2018	CD-6749B	0.35	Certificate Of Deposit	9/30/2016	1.393	250,000.00	250,000.00	250,000.00	9/30/2018	92
Vibrant Credit Union 2.25 3/22/2020	CD-61093	0.35	Certificate Of Deposit	3/23/2016	2.250	248,000.00	248,000.00	248,000.00	3/22/2020	631
Sub Total / Average		7.33			1.977	5,229,000.00	5,229,000.00	5,229,000.00		896
Federal Agency Securities										
FFCB 1.375 12/21/2018-16	3133EFSW8	1.40	FFCB Bond	12/21/2015	1.375	1,000,000.00	1,000,000.00	996,350.00	12/21/2018	174
FFCB 1.54 12/14/2020-17	3133EGEU5	0.68	FFCB Bond	6/14/2016	1.540	500,000.00	500,000.00	486,105.00	12/14/2020	898
FFCB 1.59 9/14/2020-18	3133EHY11	1.78	FFCB Bond	10/26/2017	1.840	1,300,000.00	1,290,900.00	1,268,644.00	9/14/2020	807
FFCB 2.05 8/8/2022	3133EHTY9	1.35	FFCB Bond	8/8/2017	2.050	1,000,000.00	1,000,000.00	964,020.00	8/8/2022	1,500
FHLB 1.45 6/15/2020-16	3130A8EM1	0.69	FHLB Bond	6/15/2016	1.450	500,000.00	500,000.00	489,070.00	6/15/2020	716
FHLB 2.1 5/18/2022-18	3130ABCS3	1.36	FHLB Bond	5/18/2017	2.100	1,000,000.00	1,000,000.00	967,740.00	5/18/2022	1,418
FHLB 2.125 8/26/2022-18	3130AC6U3	1.36	FHLB Bond	8/30/2017	2.125	1,000,000.00	1,000,000.00	967,830.00	8/26/2022	1,518
FHLB 2.15 12/28/2021-17	3130AAEX2	1.36	FHLB Bond	12/28/2016	2.150	1,000,000.00	1,000,000.00	973,080.00	12/28/2021	1,277
FHLB Step 11/23/2021-17	3130A9W80	1.37	FHLB Bond	11/23/2016	1.378	1,000,000.00	1,000,000.00	974,850.00	11/23/2021	1,242
FHLMC 1.4 12/27/2019-17	3134G9SN8	1.38	FHLMC Bond	6/27/2016	1.400	1,000,000.00	1,000,000.00	983,560.00	12/27/2019	545
FHLMC 2.25 7/26/2022-18	3134GBYP1	1.40	FHLMC Bond	7/26/2017	2.250	1,000,000.00	1,000,000.00	1,000,300.00	7/26/2022	1,487
FHLMC 2.35 11/22/2022-18	3134GBX64	1.36	FHLMC Bond	11/22/2017	2.350	1,000,000.00	1,000,000.00	970,390.00	11/22/2022	1,606
FHLMC Step 6/30/2021-16	3134G9WX1	1.36	FHLMC Bond	6/30/2016	1.348	1,000,000.00	1,000,000.00	973,970.00	6/30/2021	1,096
FNMA 1.25 6/30/2020-16	3136G3WT8	1.37	FNMA Bond	6/30/2016	1.250	1,000,000.00	1,000,000.00	974,510.00	6/30/2020	731
FNMA 1.375 12/30/2020-16	3136G3WP6	1.36	FNMA Bond	6/30/2016	1.375	1,000,000.00	1,000,000.00	970,290.00	12/30/2020	914
FNMA 1.375 5/26/2020-17	3136G3QB4	0.69	FNMA Bond	5/26/2016	1.375	500,000.00	500,000.00	489,055.00	5/26/2020	696
FNMA 1.55 10/28/2021-17	3136G4DX8	1.34	FNMA Bond	10/28/2016	1.550	1,000,000.00	1,000,000.00	952,650.00	10/28/2021	1,216
FNMA 1.75 6/16/2021-16	3136G3QC2	0.68	FNMA Bond	6/16/2016	1.750	500,000.00	500,000.00	483,580.00	6/16/2021	1,082
Sub Total / Average		22.26			1.727	16,300,000.00	16,290,900.00	15,885,994.00		1,070
Interest Bearing Accounts										
Union Bank - General Fund Cash	CASH2166	6.01	Cash	6/30/2013	0.000	4,287,378.21	4,287,378.21	4,287,378.21	N/A	1
Union Bank - Parking Fines Cash	CASH3596	0.12	Cash	6/30/2013	0.000	88,085.98	88,085.98	88,085.98	N/A	1

Description	CUSIP/Ticker	% of Portfolio	Security Type	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	Maturity Date	Days To Maturity
Union Bank - Special Program Cash	CASH6508	0.26	Cash	6/30/2013	0.000	184,752.16	184,752.16	184,752.16	N/A	1
Union Bank - Trust MM	MM4900	1.46	Money Market	6/30/2013	1.800	1,040,665.02	1,040,665.02	1,040,665.02	N/A	1
Sub Total / Average		7.85			0.334	5,600,881.37	5,600,881.37	5,600,881.37		1
Local Agency Investment Fund										
LAIF LGIP	LGIP0502	23.74	Local Government Investment Pool	6/30/2013	1.900	16,941,389.55	16,941,389.55	16,941,389.55	N/A	1
Sub Total / Average		23.74			1.900	16,941,389.55	16,941,389.55	16,941,389.55		1
Medium Term Notes										
Apple Inc 1.1 8/2/2019	037833CB4	1.38	Corporate Bond	11/8/2016	1.212	1,000,000.00	997,000.00	985,850.00	8/2/2019	398
Apple Inc. 2.25 2/23/2021-21	037833BS8	1.38	Corporate Bond	1/24/2017	2.279	1,000,000.00	998,903.00	982,610.00	2/23/2021	969
Microsoft Corp 1.55 8/8/2021-21	594918BP8	1.34	Corporate Bond	10/12/2016	1.637	1,000,000.00	996,000.00	958,910.00	8/8/2021	1,135
Royal Bank of Canada 1.5 7/29/2019	78012KRK5	0.69	Corporate Bond	12/13/2016	1.853	500,000.00	495,500.00	492,875.00	7/29/2019	394
Royal Bk CDA MTN 2.5 1/19/2021	78012KKU0	1.38	Corporate Bond	1/25/2016	2.301	1,000,000.00	1,009,300.00	982,440.00	1/19/2021	934
Toronto Dominion Bank 3.25 6/11/2021	89114QBZ0	1.40	Corporate Bond	6/26/2018	3.177	1,000,000.00	1,002,050.00	999,700.00	6/11/2021	1,077
Toronto-Dominion Bank 1.95 1/22/2019	89114QBE7	0.70	Corporate Bond	3/24/2016	1.652	500,000.00	504,100.00	497,985.00	1/22/2019	206
Toyota Motor Credit Corp 1.7 2/19/2019	89236TCU7	0.70	Corporate Bond	3/24/2016	1.473	500,000.00	503,210.00	497,275.00	2/19/2019	234
Toyota Motor Credit Corp 2.95 4/13/2021	89236TEU5	0.70	Corporate Bond	6/26/2018	2.958	500,000.00	499,905.50	497,425.00	4/13/2021	1,018
Walmart Inc. 3.125 6/23/2021	931142EJ8	1.41	Corporate Bond	6/27/2018	3.027	1,000,000.00	1,002,785.55	1,004,960.00	6/23/2021	1,089
Walmart Inc. 5 yr 3.4 6/26/2023-23	931142EK5	0.71	Corporate Bond	6/27/2018	3.328	500,000.00	501,650.00	503,720.00	6/26/2023	1,822
Wells Fargo Bank NA 2.15 12/6/2019	94988J5G8	1.39	Corporate Bond	1/31/2017	2.096	1,000,000.00	1,001,490.00	989,100.00	12/6/2019	524
Sub Total / Average		13.16			2.254	9,500,000.00	9,511,894.05	9,392,850.00		839
Negotiable Certificate of Deposit Securities										
Ally Bank 1.8 3/23/2020	02006LZ22	0.34	Certificate Of Deposit	3/23/2017	1.800	247,000.00	247,000.00	243,257.95	3/23/2020	632
American Eagle Bank 2 3/8/2022	02554BCU3	0.34	Negotiable Certificate Of Deposit	9/8/2017	2.000	249,000.00	249,000.00	239,580.33	3/8/2022	1,347
	02587CEU0	0.33		5/10/2017	2.350	247,000.00	247,000.00	238,152.46	5/10/2022	1,410

Description	CUSIP/Ticker	% of Portfolio	Security Type	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	Maturity Date	Days To Maturity
American Exp 2.35 5/10/2022			Negotiable Certificate Of Deposit							
American Express Centurion Bank 2.2 11/29/2019	02587DWK0	0.34	Negotiable Certificate Of Deposit	12/1/2014	2.200	247,000.00	247,000.00	245,196.90	11/29/2019	517
Banco Popular 2.25 10/7/2020	05965GVP8	0.34	Negotiable Certificate Of Deposit	10/7/2015	2.250	247,000.00	247,000.00	243,677.85	10/7/2020	830
Bank of Baroda 2.3 4/18/2022	06062Q3D4	0.34	Certificate Of Deposit	4/17/2017	2.300	247,000.00	247,000.00	239,953.09	4/18/2022	1,388
Bar HBR Bank 3 6/29/2021	066851WF9	0.35	Negotiable Certificate Of Deposit	6/29/2018	3.000	249,000.00	249,000.00	249,000.00	6/29/2021	1,095
Barclays Bank 1.9 4/15/2019	06740KGG6	0.35	Negotiable Certificate Of Deposit	4/15/2014	1.900	247,000.00	247,000.00	246,424.49	4/15/2019	289
Beneficial Mutual 1.55 11/16/2021	08173QBU9	0.33	Certificate Of Deposit	11/16/2016	1.550	248,000.00	248,000.00	235,431.36	11/16/2021	1,235
Berkshire Bank 1.25 11/29/2018	084601GN7	0.35	Certificate Of Deposit	11/29/2016	1.250	248,000.00	248,000.00	247,139.44	11/29/2018	152
BMW 2.2 9/30/2020	05580ACZ5	0.34	Negotiable Certificate Of Deposit	9/30/2015	2.200	247,000.00	247,000.00	243,722.31	9/30/2020	823
Boston Private Bank & Trust 2.4 3/23/2020	101120DX8	0.35	Negotiable Certificate Of Deposit	3/23/2018	2.400	248,000.00	248,000.00	246,755.04	3/23/2020	632
Capital One Bank 2.1 10/1/2019	140420PN4	0.35	Negotiable Certificate Of Deposit	10/1/2014	2.100	248,000.00	248,000.00	246,457.44	10/1/2019	458
Capital One NA 2.25 7/22/2020	14042E4Y3	0.34	Negotiable Certificate Of Deposit	7/22/2015	2.250	248,000.00	248,000.00	244,919.84	7/22/2020	753
Carver Federal Savings Bank 2.15 12/29/2020	147005BD3	0.34	Negotiable Certificate Of Deposit	12/29/2017	2.150	247,000.00	247,000.00	242,514.48	12/29/2020	913
Charter Bankshares 2.5 11/3/2020	16116PHZ7	0.34	Negotiable Certificate Of Deposit	4/30/2018	2.500	247,000.00	247,000.00	244,893.09	11/3/2020	857
Cit Bank Salt Lake City 2 5/28/2020	17284DBB7	0.34	Certificate Of Deposit	5/28/2015	2.000	247,000.00	247,000.00	243,440.73	5/28/2020	698
Citibank, N.A 2.75 4/12/2021	17312QH93	0.34	Negotiable Certificate Of Deposit	4/11/2018	2.750	246,000.00	246,000.00	244,619.94	4/12/2021	1,017
Citizens Deposit Bank of Arlington 2.05 8/22/2022	17453FBZ4	0.33	Negotiable Certificate Of Deposit	8/21/2017	2.050	247,000.00	247,000.00	236,495.09	8/22/2022	1,514
Comenity Bank Utah 1.75 1/2/2019	20033AEC6	0.35	Negotiable Certificate Of Deposit	1/2/2014	1.750	247,000.00	247,000.00	246,780.17	1/2/2019	186
Commerce St Bank 1.65 9/26/2019	20070PHK6	0.35	Certificate Of Deposit	6/26/2015	1.650	249,000.00	249,000.00	246,818.76	9/26/2019	453
Covenant Bank 2.45 3/30/2020	22285EAP4	0.34	Negotiable Certificate Of Deposit	3/28/2018	2.450	247,000.00	247,000.00	245,920.61	3/30/2020	639
Discover Greenwood 2.25 7/19/2022	2546725U8	0.33	Negotiable Certificate Of Deposit	7/19/2017	2.250	247,000.00	247,000.00	238,742.79	7/19/2022	1,480

Description	CUSIP/Ticker	% of Portfolio	Security Type	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	Maturity Date	Days To Maturity
East Boston Svgs Bank 1.1 12/24/2018	27113PAZ4	0.35	Negotiable Certificate Of Deposit	6/23/2016	1.100	248,000.00	248,000.00	246,774.88	12/24/2018	177
Enerbank 1.65 7/1/2019	29266NM95	0.35	Certificate Of Deposit	6/30/2015	1.650	249,000.00	249,000.00	247,184.79	7/1/2019	366
Everbank 1.5 3/29/2019	29976DVY3	0.35	Negotiable Certificate Of Deposit	3/30/2015	1.500	248,000.00	248,000.00	246,561.60	3/29/2019	272
Fidelity Bank 1.8 6/20/2019	31617CAE3	0.35	Negotiable Certificate Of Deposit	12/20/2017	1.800	249,000.00	249,000.00	247,630.50	6/20/2019	355
First Bank 1.3 9/28/2018	31909PAW1	0.35	Certificate Of Deposit	3/29/2017	1.300	249,000.00	249,000.00	248,579.19	9/28/2018	90
First Bank 1.5 2/28/2019	319234AJ9	0.35	Certificate Of Deposit	6/30/2015	1.500	249,000.00	249,000.00	248,048.82	2/28/2019	243
First Bank of Highland 2.15 7/27/2022	319141GY7	0.33	Negotiable Certificate Of Deposit	7/27/2017	2.150	247,000.00	247,000.00	237,725.15	7/27/2022	1,488
First Bank Puerto Rico 1.7 1/31/2020	33767AU58	0.34	Certificate Of Deposit	1/31/2017	1.700	249,000.00	249,000.00	245,382.03	1/31/2020	580
First Federal Savings and Loan Assoc. 1.95 12/20/2	32023HAF5	0.35	Negotiable Certificate Of Deposit	12/20/2017	1.950	249,000.00	249,000.00	246,706.71	12/20/2019	538
First Merchants Bank 1.5 10/30/2018	32082BDF3	0.35	Negotiable Certificate Of Deposit	4/30/2014	1.500	248,000.00	248,000.00	247,804.08	10/30/2018	122
First National Bank Omaha 2.3 2/21/2020	332135HH8	0.35	Negotiable Certificate Of Deposit	2/21/2018	2.300	248,000.00	248,000.00	246,559.12	2/21/2020	601
First Premier Bank 1.55 12/24/2018	33610RPL1	0.35	Negotiable Certificate Of Deposit	6/25/2014	1.550	248,000.00	248,000.00	247,320.48	12/24/2018	177
FirstTrust Savings 1.1 12/10/2018	337630AX5	0.35	Negotiable Certificate Of Deposit	6/10/2016	1.100	249,000.00	249,000.00	247,904.40	12/10/2018	163
Goldman Sachs Bank 2.35 3/15/2022	38148PGZ4	0.34	Certificate Of Deposit	3/15/2017	2.350	247,000.00	247,000.00	240,639.75	3/15/2022	1,354
Horicon Bank 2.4 2/26/2021	440392FT0	0.34	Negotiable Certificate Of Deposit	2/27/2018	2.400	247,000.00	247,000.00	243,613.63	2/26/2021	972
HSBC Bank USA 1.25 5/10/2019-17	40434YCW5	0.35	Certificate Of Deposit	11/10/2016	1.250	249,000.00	249,000.00	246,248.55	5/10/2019	314
Industrial and Commercial Bank of China-NY 2.9 3/2	45581EAS0	0.34	Negotiable Certificate Of Deposit	3/29/2018	2.900	249,000.00	249,000.00	245,068.29	3/29/2023	1,733
Investors Community Bank 1.75 3/30/2020	46147UTD2	0.34	Negotiable Certificate Of Deposit	9/29/2017	1.750	249,000.00	249,000.00	244,933.83	3/30/2020	639
Investors Saving Bank 2.75 6/1/2020	46176PHV0	0.34	Negotiable Certificate Of Deposit	5/30/2018	2.750	246,000.00	246,000.00	245,862.24	6/1/2020	702
Key Bank 1.5 7/25/2019	49306SWW4	0.34	Certificate Of Deposit	1/25/2017	1.500	248,000.00	248,000.00	245,616.72	7/25/2019	390
LCA Bank Corp. 2.15 7/20/2022	501798KX9	0.33	Negotiable Certificate Of Deposit	7/20/2017	2.150	247,000.00	247,000.00	237,799.25	7/20/2022	1,481
Live Oak Bank 1.8 4/7/2020	538036CN2	0.34	Certificate Of Deposit	4/7/2017	1.800	249,000.00	249,000.00	245,065.80	4/7/2020	647
Marlin Business 2.1 4/26/2022	57116ANS3	0.33	Certificate Of Deposit	4/26/2017	2.100	247,000.00	247,000.00	238,117.88	4/26/2022	1,396

Description	CUSIP/Ticker	% of Portfolio	Security Type	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	Maturity Date	Days To Maturity
MB Finl Bank 1.2 6/10/2019	55266CRX6	0.35	Negotiable Certificate Of Deposit	6/10/2016	1.200	249,000.00	249,000.00	246,251.04	6/10/2019	345
Medallion Bank 3.1 6/29/2022	58404DCG4	0.35	Negotiable Certificate Of Deposit	6/29/2018	3.100	249,000.00	249,000.00	248,775.90	6/29/2022	1,460
Mercantil Commerce Bank 1.9 4/17/2019	58733AAU3	0.35	Negotiable Certificate Of Deposit	4/17/2014	1.900	247,000.00	247,000.00	246,414.61	4/17/2019	291
Merrick Bank 1.8 6/19/2020	59013JYV5	0.34	Negotiable Certificate Of Deposit	6/19/2017	1.800	249,000.00	249,000.00	244,226.67	6/19/2020	720
Morgan Stanley Bank 1.7 8/12/2019	61747MXT3	0.34	Negotiable Certificate Of Deposit	8/10/2017	1.700	247,000.00	247,000.00	245,004.24	8/12/2019	408
Morgan Stanley Private Bank 1.7 8/12/2019	61760ACV9	0.34	Negotiable Certificate Of Deposit	8/10/2017	1.700	247,000.00	247,000.00	245,004.24	8/12/2019	408
Morton Community Bank 1.6 6/16/2020	619165GX5	0.34	Certificate Of Deposit	12/16/2016	1.600	249,000.00	249,000.00	243,312.84	6/16/2020	717
Northfield Bank 1.85 10/26/2020	66612ABW7	0.34	Negotiable Certificate Of Deposit	10/25/2017	1.850	247,000.00	247,000.00	241,338.76	10/26/2020	849
Pacific Premier Bank 2.4 2/22/2021	69478QEX4	0.34	Negotiable Certificate Of Deposit	2/21/2018	2.400	248,000.00	248,000.00	244,629.68	2/22/2021	968
Providence Bank 1.3 12/28/2018	74374MAE4	0.35	Certificate Of Deposit	12/28/2016	1.300	249,000.00	249,000.00	247,996.53	12/28/2018	181
Sallie Mae 2.2 11/4/2020	795450VV3	0.34	Negotiable Certificate Of Deposit	11/4/2015	2.200	247,000.00	247,000.00	243,485.19	11/4/2020	858
Southern First Bank 2.25 2/18/2020	84287PFL1	0.34	Negotiable Certificate Of Deposit	2/16/2018	2.250	247,000.00	247,000.00	245,392.03	2/18/2020	598
Southern States Bank 2.25 8/24/2020	843879BF3	0.34	Negotiable Certificate Of Deposit	2/23/2018	2.250	249,000.00	249,000.00	245,932.32	8/24/2020	786
State Bank India 2.4 3/14/2022	8562846Z2	0.34	Certificate Of Deposit	3/14/2017	2.400	247,000.00	247,000.00	241,076.94	3/14/2022	1,353
Stearns Bank 1.75 5/26/2020	857894TQ2	0.34	Negotiable Certificate Of Deposit	5/24/2017	1.750	249,000.00	249,000.00	244,273.98	5/26/2020	696
Sussex Bank 1.45 8/29/2018	86933DAM4	0.35	Negotiable Certificate Of Deposit	12/29/2015	1.450	248,000.00	248,000.00	247,796.64	8/29/2018	60
Synchrony Bank 2.2 9/18/2020	87164YKB9	0.34	Negotiable Certificate Of Deposit	9/18/2015	2.200	247,000.00	247,000.00	243,749.48	9/18/2020	811
Texas Exchange Bank 3.1 5/25/2023	88241TCG3	0.35	Negotiable Certificate Of Deposit	5/25/2018	3.100	249,000.00	249,000.00	246,930.81	5/25/2023	1,790
Third Federal S&L 2 7/28/2021	88413QBN7	0.34	Negotiable Certificate Of Deposit	7/28/2017	2.000	247,000.00	247,000.00	239,711.03	7/28/2021	1,124
Townbank Ports V 2.8 4/30/2021	89214PBL2	0.34	Negotiable Certificate Of Deposit	4/30/2018	2.800	246,000.00	246,000.00	244,868.40	4/30/2021	1,035
TriState Capital Bank 2.45 9/28/2020	89677DEZ5	0.34	Negotiable Certificate Of Deposit	3/28/2018	2.450	247,000.00	247,000.00	244,806.64	9/28/2020	821

Description	CUSIP/Ticker	% of Portfolio	Security Type	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	Maturity Date	Days To Maturity
UBS Bank Salt Lake City 3.25 6/13/2023	90348JCW8	0.35	Negotiable Certificate Of Deposit	6/13/2018	3.250	249,000.00	249,000.00	248,464.65	6/13/2023	1,809
United Bankers Banc 2.55 11/12/2020	909557HG8	0.35	Negotiable Certificate Of Deposit	5/11/2018	2.550	249,000.00	249,000.00	247,110.09	11/12/2020	866
Unity Bank 1.7 12/30/2019	91330LAD5	0.35	Certificate Of Deposit	6/30/2015	1.700	249,000.00	249,000.00	246,288.39	12/30/2019	548
Webster Bank 1.8 6/11/2019	94768NJS4	0.34	Negotiable Certificate Of Deposit	6/11/2014	1.800	247,000.00	247,000.00	246,135.50	6/11/2019	346
Wells Fargo 1.5 12/17/2018	9497482Z9	0.35	Negotiable Certificate Of Deposit	12/17/2015	1.500	249,000.00	249,000.00	248,469.63	12/17/2018	170
WEX Midvale Bank 1.8 6/2/2020	92937CFS2	0.34	Negotiable Certificate Of Deposit	6/2/2017	1.800	247,000.00	247,000.00	242,470.02	6/2/2020	703
Whitney Bank 1.65 4/22/2019	966594AY9	0.35	Certificate Of Deposit	4/20/2017	1.650	249,000.00	249,000.00	247,685.28	4/22/2019	296
Worlds Foremost Bank 1.4 3/22/2019	981571BZ4	0.28	Certificate Of Deposit	3/24/2016	1.400	200,000.00	200,000.00	198,802.00	3/22/2019	265
Sub Total / Average		25.65			2.003	18,542,000.00	18,542,000.00	18,303,445.38		736
Total / Average		100			1.817	72,113,270.92	72,116,064.97	71,353,560.30		603



REPORT TO CITY COUNCIL

Approved By:

Department Director

City Administrator

For

Council Meeting of September 5, 2018

Agenda Item Number C-1

SUBJECT: CONSIDERATION OF A RESOLUTION APPROVING AGREEMENT WITH CAROLLO ENGINEERS, INC. FOR PROFESSIONAL ENGINEERING DESIGN SERVICES FOR A WATER STORAGE TANK, PUMP STATION, AND TRANSMISSION MAIN FOR THE CITY OF MADERA

RECOMMENDATION:

That the City Council:

1. Approve Res. No. 18 - _____ approving Agreement with Carollo Engineers, Inc.
2. Authorize the Mayor to execute the agreement.

SUMMARY:

Staff presented an informational report to City Council regarding the new water storage tank, pump station, and associated pipeline project, the "Project", on February 7, 2018. At that time a shortlist of qualified firms had been established to provide preliminary and final engineering services for the Project. A formal Request for Proposals was issued March 23, 2018 for final selection of a consultant. The proposed professional services agreement with Carollo Engineers, Inc. covers the preliminary design, alternatives analysis, site selection and environmental engineering services. The cost for this initial phase is \$297,584. Final design and bidding support services will be included in a future contract amendment upon conclusion of the preliminary phase. Funding for this work effort was outlined in the Utility Rate Study Report, the latest Capital Improvement Plan (CIP) and the Adopted 2018/2019 Annual Budget.

Engineering

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

www.cityofmadera.ca.gov

DISCUSSION:

The Capital Improvement Program portion of the *2014 Water System Master Plan* proposes a new 6.75-million-gallon ground-level storage tank, pump station and associated transmission mains in northeast Madera for implementation during the years 2016-2020.

The tank, pump station, and associated transmission pipelines were included in the Capital Improvement Plan portion of the Utility Rate Study Report prepared by Raftelis that was presented to City Council in 2015 in support of the Water and Sewer Rate Updates. The estimated costs at that time fell between \$17 million and \$18 million. Initial project development costs would be paid from funds generated by the utility rate payers. The construction would be paid from anticipated bond proceeds. The overall project is broken out into a handful of separate project components in the Capital Improvement Plan and Utility Rate Schedule, as follows:

W-T-0001	Above Ground 6.75 MG Tank at Avenue 17 & Road 27	\$9,950,000
	Design/Environmental	\$ 650,000
	Right of Way	\$ 300,000
	Construction	\$9,000,000
W-PS-001	Pump Station for Tank at Ave 17 & Rd 27	\$6,730,000
	Design/Environmental	\$ 460,000
	Construction	\$6,270,000
W-PNE-04	Transmission Pipe, 24" from Ellis to Avenue 17	\$ 700,000
	Design/Environmental	\$ 85,000
	Construction	\$615,000
	TOTAL	\$17,380,000

Staff issued a Request for Statements of Qualifications to qualified consulting firms and through the City's website in November 2017. A shortlist of three qualified firms was established. Those three firms received a Request for Proposal for Consulting Engineering and Environmental Services for a new Tank, Pump Station and Transmission Main on March 23, 2018. Proposals were received from all three firms on April 27, 2018 and reviewed by a five-member Selection Committee including staff from Public Works, Engineering, and Community Development. The Selection Committee also conducted interviews with all three firms during the week of May 14th. All the three firms proposing demonstrated vast experience in the various components of the project. The City was very fortunate to have such strong teams from which to choose. The final ranking is below. Contract negotiations began with the top ranked firm, Carollo Engineers, Inc. If contract negotiations were unsuccessful, the City would have contacted the 2nd ranked firm and then 3rd, respectively.

1. Carollo Engineers, Inc.
2. West Yost Associates
3. Infrastructure Engineering Corporation.

Scope of Services

This scope of work includes the initial preliminary design phase only so that the focus for this Project is on addressing the reliability and redundancy issues and potentially phasing the Project to expand capacity as growth occurs or as additional production well capacity is developed. Detailed design and bidding support services will be included in a future contract amendment, after the preliminary design has been completed and approved by CITY staff and City Council. Exhibit A to the Contract Agreement provides a detailed scope of work for the consultant services.

Early in the process, Carollo Engineers will be coordinating with Akel Engineering, the City's Water Master Plan and Modeling Consultant, for projected system demands and modeling analyses. Output from those studies will assist in determining tank sizing and phasing options. Carollo Engineers will assist in scoping the services needed from Akel Engineering which will lead to a separate contract between the City and Akel Engineering for this Project.

The preliminary phase includes several staff level workshops and presentations to City Council. The first presentation to Council will occur after evaluation of tank size, configuration, and up to four (4) alternative sites for tank location. Following the Council presentation and appropriate direction, Carollo will proceed with preliminary pipeline routing designs, project phasing, delivery and funding options, and budgetary cost estimate. That effort will conclude with another presentation of the results and recommendations to City Council.

Project Schedule

The first presentation to City Council regarding tank size, configuration and location would occur February 2019. The second presentation discussing budgets and delivery options is scheduled to occur in May of 2019.

The environmental document for the project (a mitigated negative declaration is anticipated) will be drafted following the tank size, configuration and location discussions in February and optimistically adopted in October 2019.

Preparation of final design drawings, specifications and estimates for the Project will take approximately 5 months after the next phase of the consultant contract is approved. Critical milestones are coordination with PG&E for service to the site and land acquisition. The Project can't be advertised for bid until those are completed. It is on track for delivery in fiscal year 19/20

Optional Services and Extra Services

At the discretion of the City Engineer, Carollo Engineers has listed optional services available to the City with a budget of 100 hours for each. Those costs are not included in

the base contract amount but are considered as “extra services”. The services include grant-writing and/or technical application consulting services for funding opportunities. Additionally, Carollo Engineers provides a level of technical expertise needed to assist the City in reviewing larger diameter pipeline (16” to 24”) projects that are imminent and to assist City in creating standard details and specifications for similar projects. The budget for the Optional Services is \$64,846.

A contingency budget of \$30,000 (approximately 10%) is recommended for Extra Services related to the Project but not anticipated at the time the original scope of work was prepared or estimated. These services may be specifically requested by CITY through the City Engineer in writing and agreed to by CONSULTANT for an agreed to fixed fee or hourly rate of compensation.

Future Engineering Phases and Costs

As noted earlier in the report, final design and bidding support services will be included in a future contract amendment upon conclusion of the preliminary phase. The second phase will be based upon the accepted Technical Memoranda from the initial phase and include topographical surveys, geotechnical investigations, utility investigations for preparation of plans, specifications, and detailed estimates for the tank, pump station and pipelines and other related tasks for project completion and implementation. The Consultant will also provide support services during bidding and construction. Engineering costs for this second phase to get the project ready for advertising for bid are expected in the neighborhood of \$600,000, within the currently established budgets for the Project. Engineering services during bidding construction may range from \$200,000 to \$400,000, depending on the recommended level of involvement.

FISCAL IMPACT:

The water storage tank, pump station, and transmission main will be paid out of the water utility fund, using a combination of “PayGo” and debt financing. Funds are currently available and programmed for the consultant services agreement in the Water Utility Fund, 20303830 under W-T-0001, W-PS-001, W-PNE-04. As currently planned, the City will seek debt financing, including a bond issue or alternative mechanism, in the fiscal year 2019/2020. Specific funding strategies will be presented as the project nears design completion and costs are better identified.

It is also recommended that funding for the water storage tank be included in the update to the water system development impact fee. Because development impact fees cannot be used to secure debt financing due to their unpredictability, the water utility rates would need to continue to support a bond or other long-term debt instrument. However, development impact fee revenue can be used to make debt payments, freeing up utility rate revenue for other capital projects and limiting the need for additional rate increases.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

Action 101.6 – This entire effort supports this strategy to ensure infrastructure can sustain population growth in the development of the General Plan.

RESOLUTION NO. 18 - _____

**A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, APPROVING AN AGREEMENT WITH CAROLLO
ENGINEERS, INC. FOR PROFESSIONAL ENGINEERING DESIGN SERVICES
FOR A WATER STORAGE TANK, PUMP STATION, AND TRANSMISSION
MAIN FOR THE CITY OF MADERA**

WHEREAS, the City of Madera has identified in the *2014 Water System Master Plan* a new ground-level storage tank, pump station and associated transmission mains in northeast Madera; and

WHEREAS, professional engineering services are necessary for completion of the Project; and

WHEREAS, the City of Madera has programmed Water System Utility Funds in the Fiscal Year 2018/19 Budget for such services; and

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

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

1. The above recitals are true and correct.
2. The Agreement for professional engineering services as described above is necessary to carry out the project.
3. The Agreement with Carollo Engineers, Inc., is approved for a Basic Fee amount of \$297,584, plus \$30,000 for Extra Services and \$64,846 for Optional Services as approved by the City Engineer.
4. The Mayor is authorized to execute the agreement on behalf of the City.
5. This resolution is effective immediately upon adoption.

**AGREEMENT WITH CAROLLO ENGINEERS, INC. FOR PROFESSIONAL
ENGINEERING DESIGN SERVICES FOR A WATER STORAGE TANK,
PUMP STATION, AND TRANSMISSION MAIN FOR THE CITY OF
MADERA**

This Agreement made and entered into this ____ day of _____, 2018 between the City of Madera, a municipal corporation of the State of California, hereinafter called "CITY", and Carollo Engineers, Inc., located in Fresno, CA, hereinafter called "CONSULTANT".

WITNESSETH

WHEREAS, CITY plans to construct a water storage tank, pump station, and transmission main near the intersection of Avenue 17 and Lake Street in the City of Madera, California, hereinafter called "Project"; and

WHEREAS, CITY needs the services of a professional engineering firm to provide professional engineering design services for the water storage tank, pump station, and transmission main; and

WHEREAS, CONSULTANT is qualified and certified to provide the required professional engineering design services and is knowledgeable of the principals and practices of the industry associated with the design of water storage tanks, pump stations, and transmission mains; and

WHEREAS, CITY desires to hire CONSULTANT for such professional engineering design services.

NOW THEREFORE:

The parties hereto mutually agree as follows:

1. SERVICES OF CONSULTANT:

CITY hereby hires CONSULTANT to provide professional engineering design services as set forth herein in connection with the Project. Said work to be performed pursuant to this agreement is more particularly described in the Scope of Work.

2. SCOPE OF WORK:

CONSULTANT shall provide the professional engineering services as set forth in EXHIBIT A, "Scope of Work", attached hereto and incorporated herein by reference.

CONSULTANT accepts full responsibility for the scope of services provided by subconsultants necessary for delivery of the project. CONSULTANT shall comply with applicable City of Madera design standards and requirements as directed by the CITY and applicable State and Federal requirements.

3. PROGRESS MEETINGS:

CONSULTANT shall communicate and meet with CITY staff at project progress meetings at intervals mutually agreed to between CITY and CONSULTANT to verify, refine and complete the project requirements and review the progress of the project. Such meetings shall be as set forth in the Scope of Work, EXHIBIT A.

4. CITY'S OBLIGATIONS

The CITY shall provide the consultant with the following:

- a. Provide a Project Manager to work with CONSULTANT;
- b. Review all submittals timely;
- c. Pay all fees for permits;
- d. Available studies, reports and other data pertinent to CONSULTANT's services; obtain or authorize CONSULTANT to obtain or provide additional reports and data as required; furnish to CONSULTANT services of others required for the performance of CONSULTANT's services hereunder, and CONSULTANT shall be entitled to use and rely upon all such information and services provided by the CITY or others in performing CONSULTANT's services under this Agreement.
- e. Arrange for access to and make provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services hereunder.

5. COMPENSATION

The basic fee based on the estimated hours of work shown in EXHIBIT B, "Manpower Schedule and Fee Summary", attached hereto and incorporated herein by reference, for the work tasks itemized in the Scope of Work is \$297,584.00.

City and Consultant agree on the rates shown in EXHIBIT C, "Hourly Rate Schedule". It is understood and agreed by both parties that all expenses incidental to Consultant's performance of services, including travel expenses, are included in the basic fee shown in EXHIBIT B.

6. PAYMENT:

Payments for all undisputed portions of each invoice as provided for hereunder shall be made within 30 days of receipt and approval of CONSULTANT'S monthly invoices for the work performed specified herein. CONSULTANT'S invoice shall specify the billed hours and hourly rates for each employee classification. The sub-consultants work shall be included on CONSULTANT'S invoice with a copy of the sub-consultant's invoice attached. A report on summary of costs to date for each component of the work shall accompany the invoice. This summary shall also estimate the percentage of the work completed for each component and the balance remaining in each component.

7. EXTRA SERVICES:

CITY agrees to pay CONSULTANT for extra services not contemplated hereunder as set forth in the Scope of Work or for such services as may be specifically requested by CITY through the City Engineer in writing and agreed to by CONSULTANT for an agreed to fixed fee or hourly rate of compensation or for necessary expenses over that listed in the Budget, provided, however, the City Engineer's authority is limited to expenditures not to exceed the amount of thirty thousand dollars (\$30,000.00). CITY agrees to pay CONSULTANT for Optional Supplemental Tasks as set forth in the Scope of Work as may be specifically requested by CITY in writing in an amount up to \$64,846.

8. AUDITS AND INSPECTIONS ACCESS:

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

9. LIABILITY INSURANCE:

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

Minimum Scope and Limits of Insurance

Consultant shall maintain limits no less than:

- **\$1,000,000 General Liability** (including operations, products and completed operations) per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO form CG 20 10 that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **\$1,000,000 Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.

- **Worker's Compensation** as required by the State of California and \$1,000,000 **Employer's Liability** per accident for bodily injury or disease. Consultant shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, it's officers, agents, employees, and volunteers.
- \$1,000,000 **Professional Liability (Errors & Omissions)** per claim and in the aggregate. Consultant shall maintain professional liability insurance that insures against professional errors and omission that may be made in performing the Services to be rendered in connection with this Agreement. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement. The cost of such insurance shall be included in Consultant's bid.

Maintenance of Coverage

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

Proof of Insurance

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

Acceptable Insurers

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

Waiver of Subrogation

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

Enforcement of Contract Provisions (non estoppel)

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

Specifications not Limiting

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

Notice of Cancellation

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

Self-insured Retentions

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

Timely Notice of Claims

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

Additional Insurance

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

10. OWNERSHIP OF DOCUMENTS:

All original papers, documents, reports, drawings and other work product of CONSULTANT are instruments of service. All reports and legal documents shall include the professional's registration number and be stamped, signed and dated. All instruments of service shall, upon payment in full to CONSULTANT, become the property of the City whether the project for which they are prepared is executed or not. CONSULTANT shall be permitted to retain copies, including reproducible copies, of the instruments of service for information and reference. The instruments of service shall not be used by the CONSULTANT on other projects, except by agreement in writing by the City. In the event

the City reuses such instruments of service, CONSULTANT shall be released and held harmless by the City from any and all liability, including legal costs and attorneys' fees, with respect to the reuse of such instruments of service.

Reuse of documents for any purpose other than as intended under this Agreement shall be at CITY'S sole risk. CITY shall indemnify CONSULTANT for any damages incurred as a result of such reuse, including use of incomplete documents.

11. TIME OF COMPLETION:

A. Based on an agreed upon Notice to Proceed date, CONSULTANT shall complete the work as shown in EXHIBIT D, "Project Timeline."

B. CONSULTANT shall not be held responsible for delays caused by CITY review or by reasons beyond CONSULTANT'S control. Also CONSULTANT shall not stop his work, including work unrelated to any extra services request, unless it can be shown that the project work cannot proceed while a claim or request for extra services is being evaluated.

C. Time is of the essence in the completion of the services covered by this Agreement. Failure of CONSULTANT to comply with the above time schedule by more than fourteen (14) calendar days, unless the delay is not attributable to CONSULTANT or is attributable to CITY, is sufficient cause to terminate this Agreement, at the option of CITY, in accordance with Section 12.

D. CONSULTANT shall complete all services required under this Agreement and this Agreement shall expire on June 30, 2020, unless extended by mutual agreement.

12. TERMINATION OF AGREEMENT:

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, CONSULTANT 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 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, in the determination of CITY, there is:

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

In no event shall any payment by CITY or acceptance by CONSULTANT 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 CONSULTANT the repayment to CITY of any funds disbursed to CONSULTANT under this Agreement which, as determined by the appropriate court or arbitrator, were not expended in accordance with the terms of this Agreement.

13. APPROVAL:

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

14. HOLD HARMLESS:

Indemnity for Professional Liability: When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless the City and any and all of its officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent of the Consultant's (and its Subconsultants) negligent acts, errors or omissions. Consultant (and its Subconsultants) are responsible for such damages, liabilities and costs on a

comparative basis of fault between the Consultant (and its Subconsultants) and the City in the performance of professional services under this agreement. Consultant shall not be obligated to defend or indemnify the City for the City's own negligence or for the negligence of others. In no event shall the cost to defend charged to the Consultant (and its Subconsultants) exceed the Consultant's (and its Subconsultants') proportionate percentage of fault.

Indemnity for Other Than Professional Liability: Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend, and hold harmless the City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or agency for which Consultant is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of Consultant

The Consultant shall not be responsible for warranties, guarantees, fitness for a particular purpose, breach of fiduciary duty, loss of anticipated profits or for economic, incidental or consequential damages to the City or any third party arising out of breach of contract, termination, or for any other reason whatsoever. Additionally, the Consultant shall not be responsible for acts and decisions of third parties, including governmental agencies, other than the Consultant's subconsultants, that impact project completion and/or success.

15. RESPONSIBILITY FOR OTHERS:

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

16. PROFESSIONAL RESPONSIBILITY:

CONSULTANT shall be obligated to comply with applicable standards of professional care in the performance of the Services by exercising the skill and ability ordinarily required of engineers performing the same or similar services, under the same or similar circumstances, in the State of California. CONSULTANT recognizes that opinions relating to environmental, geologic, and geotechnical conditions are based on limited data and that actual conditions may vary from those encountered at the times and locations where the data are obtained, despite the use of due professional care.

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, Consultant has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, Consultant makes no warranty that the City's actual project costs, financial aspects, economic feasibility, or schedules will not vary from Consultant's opinions, analyses, projections, or estimates.

17. PARTIES BOUND BY AGREEMENT:

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

18. COMPLETE AGREEMENT OF PARTIES:

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

19. ASSIGNMENT WITH APPROVAL:

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

20. INDEPENDENT CONTRACTOR:

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

Because of its status as an independent contractor, CONSULTANT shall have absolutely no right to employment rights and benefits available to CITY employees. CONSULTANT shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee to others unrelated to CITY or to this Agreement.

21. GOVERNING LAW:

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

22. AMENDMENTS:

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

23. COMPLIANCE WITH LAWS AND WAGE RATES:

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

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

24. CONSULTANT 'S LEGAL AUTHORITY:

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

25. NOTICES:

Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either party to this Agreement by the other party shall be in writing, and shall be deemed duly served and given when personally delivered to the party to whom it is directed or any managing employee or that party or, in

lieu or personal service, when deposited in the United States mail, first class postage prepaid, addressed as follows:

CITY OF MADERA

Engineering Division
205 W. 4th Street
Madera, CA 93637

CONSULTANT

Carollo Engineers, Inc.
710 W. Pinedale Avenue
Fresno, CA 93711

26. SOLE AGREEMENT:

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

27. THIRD PARTIES:

The services to be performed by CONSULTANT are intended solely for the benefit of the CITY. No person or entity not a signatory to this Agreement shall be entitled to rely on the CONSULTANT's performance of its services hereunder, and no right to assert a claim against the CONSULTANT by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of the CONSULTANT's services hereunder

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

* * * * *

CITY OF MADERA

CAROLLO ENGINEERS, INC.

By: _____
Andrew J. Medellin, Mayor

By: Ken Wilkins 2/29/18
Ken Wilkins
Sr Vice President

By: _____
86-0899222
Taxpayer I.D. Number
Pete Amico
ASSOCIATE VICE
PRESIDENT

APPROVED AS TO FORM:

By: _____
Brent Richardson, City Attorney

ATTEST:

By: _____
Sonia Alvarez, City Clerk

ATTACHMENTS

EXHIBIT A SCOPE OF WORK

**EXHIBIT B
MANPOWER SCHEDULE AND FEE SUMMARY**

**EXHIBIT C
HOURLY RATE SCHEDULE**

EXHIBIT D PROJECT TIMELINE

EXHIBIT A

NORTHEAST WATER STORAGE TANK, BOOSTER PUMP STATION, AND TRANSMISSION MAIN SCOPE OF WORK

BACKGROUND

The City of Madera (CITY) is improving the reliability of its water supply, and is moving forward with the design and construction of a new water storage tank, pump station, and transmission main that will be located in the vicinity of Avenue 17 and Lake Street. This project was identified in the CITY'S 2014 Water System Master Plan as a 6.75 million gallon (MG) facility capable of pumping up to 17,200 gallons per minute (gpm) through a 24-inch diameter transmission main that will extend approximately one-half mile to the south and connect to the CITY'S existing distribution system. The project was identified in the Master Plan as being needed for reliability and redundancy purposes to meet current peak hour demands, and the overall storage and pumping capacity was established to also meet future growth demands to the north and east. At this time, the CITY is interested in focusing this project on addressing the reliability and redundancy issues and potentially phasing the project to expand capacity as growth occurs or as additional production well capacity is developed. Consequently, this scope of work includes the initial preliminary design phase only. Detailed design and bidding services will be included in a future contract amendment, after the preliminary design has been completed and approved by CITY staff and City Council.

PHASE 1 – PRELIMINARY DESIGN

The preliminary design phase will be used to define the project, establish critical design criteria, and ready the CITY and CONSULTANT to move forward with design and construction of the project. It includes determining the required sizes and capacities of the proposed tank, pump station, and transmission main; selecting the tank site; determining pipeline routing; assisting the CITY with right-of-way engineering; launching the environmental permitting process; project budgeting; analyzing project phasing, delivery, and funding options; and assisting the CITY with engaging City Council at key decision steps, and preparing and presenting the project to the City Council.

Task 1.1 Project Kickoff Workshop

CONSULTANT will conduct a project kickoff workshop that will be used to finalize the project work plan, charter the project team, and establish the lines of communication and decision-making process.

DELIVERABLES:

1. Meeting Agenda (electronic copy in PDF format).
2. Meeting Minutes (electronic copy in PDF format).

Task 1.2 Demand Analysis and Critical Design Criteria

The purpose of this task is to determine the demands the tank and booster pump station will need to meet initially and in the future, and to establish the capacities of the tank, booster pump station, and pipeline and any other critical design criteria that are needed to complete the design. CONSULTANT will consider both current and future demands and supply availability to optimize storage, pumping, and conveyance capacities, and agree on the critical design criteria in a workshop with the CITY and Akel. CONSULTANT will perform the following activities to complete this task:

1. Obtain and review available water supply and demand information (master plan, UWMP, and other relevant studies).
2. Assist the CITY during the development of the scope of work between the CITY and Akel Engineering Group (Akel) for Akel to provide hydraulic modeling support services for tank, booster pump, and transmission main design. Review the scope and recommend tasks that will support preliminary design.
3. Prepare for and conduct one meeting with Akel to understand the demand projections, and the modeling analysis and results that were used to size the storage tank and pump station in the Master Plan.
4. Prepare for and conduct one half-day workshop with attendance by CONSULTANT'S principal-in-charge, project manager, tank design lead, and pipeline design lead to review the results of this task and to get the CITY'S input on the results.
5. Prepare a technical memorandum that presents the results of this task.

DELIVERABLES:

1. Meeting Agendas (electronic copies in PDF format).
2. Meeting Minutes (electronic copies in PDF format).
3. Draft Demand Analysis and Critical Design Criteria Technical Memorandum (electronic copy in PDF format).
4. Final Demand Analysis and Critical Design Criteria Technical Memorandum (electronic copy in PDF format).

Task 1.3 Tank Size, Configuration, and Location

CONSULTANT will use the results of Task 1.2 to determine the optimal tank size, configuration, number of tanks, and material (i.e., welded steel or concrete) needed to meet current and future demands, and to determine the booster pump station's current and future firm and total pumping capacity. CONSULTANT will also coordinate with Akel to confirm sizing of the tank and booster pump location that best serves current and future demands at the lowest life-cycle cost.

CONSULTANT will perform the following activities to complete this task:

1. Prepare for and conduct up to four meetings with Akel on the demand and modeling analyses.

2. Evaluate up to four sites to locate the tank(s) and booster pump station. At this point, the CITY would prefer a single tank site. Consequently, CONSULTANT will evaluate the following sites:
 - a. The site near Avenue 17 and Lake Street that was identified in the CITY'S RFP.
 - b. Two sites that could be co-utilized by Public Works and Parks.
 - c. A fourth site to be identified during this task.
3. Develop and evaluate two conceptual tank configurations (single tank or double tanks) and recommend a configuration.
4. Prepare a life-cycle cost comparison of AWWA D100 welded steel reservoir vs. AWWA D110 pre-stressed concrete reservoir that includes initial construction cost, appropriate foundation requirements, cathodic protection costs, and costs for initial and continuing re-applications of interior and exterior coatings.
5. Prepare for and conduct one half-day workshop with attendance by CONSULTANT'S principal-in-charge, project manager, tank design lead, and pipeline design lead to review the results of this task and to get the CITY'S input on the results. Pipeline routing will be confirmed at this workshop.
6. Prepare architectural renderings of the tank and site that reflect the City's material preference and conceptual site configuration.
7. Prepare for and support CITY staff at a meeting with City Council to brief them on the results of the above tasks.
8. Prepare a technical memorandum that presents the results of this task and Task 1.4.

DELIVERABLES:

1. Meeting Agendas (electronic copies in PDF format).
2. Meeting Minutes (electronic copies in PDF format).
3. Draft Tank Size, Configuration, and Location Technical Memorandum (electronic copy in PDF format).
4. Final Tank Size, Configuration, and Location Technical Memorandum (electronic copy in PDF format).

Task 1.4 Pipeline Routing

After confirming tank location and configuration, CONSULTANT will determine the optimal transmission main route that minimizes construction risk and cost, and that requires the least amount of construction and/or permanent easement acquisition. CONSULTANT will perform the following activity to complete this task:

1. Develop and evaluate up to two pipeline routes and recommend a route.

DELIVERABLES:

1. Section in the Tank Size, Configuration, and Location Technical Memorandum that summarizes the results of this task, and a map showing the pipeline route for inclusion in the technical memorandum.

Task 1.5 Project Phasing, Delivery Methods, and Funding Options

Once the tank, pump station, and transmission main location and configuration have been accepted by the CITY, CONSULTANT will identify options for project phasing, delivery methods, and funding. CONSULTANT will perform the following activities to complete this task:

1. Prepare for and conduct a workshop with the CITY on options for project phasing, delivery methods, and funding.
2. Prepare a technical memorandum that presents the results of this task.

DELIVERABLES:

1. Draft Project Phasing, Delivery Methods, and Funding Options Technical Memorandum (electronic copy in PDF format).
2. Final Project Phasing, Delivery Methods, and Funding Options Technical Memorandum (electronic copy in PDF format).

Task 1.6 Land Acquisition Support and Legal Descriptions

Once the tank, pump station, and transmission main location and configuration have been accepted by the CITY, CONSULTANT will assist the CITY with land acquisition for the tank/booster pump station site. The CITY will conduct all land acquisition services in-house. CONSULTANT will perform the following activities to complete this task:

1. Conduct a record search to determine property boundary information and property ownership.
2. Prepare up to three legal descriptions and provide them to the CITY for any land or easement acquisition.

DELIVERABLES:

1. Up to three legal descriptions.

Task 1.7 Budgetary Cost Estimate

After completing all of the above tasks, CONSULTANT will prepare a budgetary cost estimate that the CITY can use to program the projects into the CITY'S overall capital improvement budget. CONSULTANT will perform the following activities to complete this task:

1. Prepare a Class 5 estimate in accordance with the American Association of Cost Engineers International (AACEI).
2. Prepare a technical memorandum that describes the basis of estimate, and the Class 5 estimate.

DELIVERABLES:

1. Draft Budgetary Cost Estimate Technical Memorandum (electronic copy in PDF format).
2. Final Budgetary Cost Estimate Technical Memorandum (electronic copy in PDF format).

Task 1.8 City Council Presentation

CONSULTANT will prepare for and assist the City's staff in presenting the results and recommendations to City Council.

DELIVERABLES:

1. Council Presentation (electronic copy in PowerPoint).

Task 1.9 CAMP® Workshop

To kick-off the design phase of the project, facilitate transition from the preliminary design phase to the detailed design, and to begin orienting the CITY'S O&M staff to what to expect when the tank and booster station are placed into service, CONSULTANT will facilitate a CAMP® workshop. The workshop will be used to gain consensus on critical-path elements and expedite the schedule of the detailed design. The desired outcome will be a clear path forward for the final design phase and interim submittals.

DELIVERABLES:

1. CAMP® Workshop Agenda (electronic copy in PDF format).
2. CAMP® Workshop Minutes (electronic copy in PDF format).

Task 1.10 Electrical Demands and Service Application

Because of PG&E's long lead times for projects of this size, CONSULTANT will begin coordination with PG&E on the service application to minimize the risk that getting electrical service for the booster pump station delays construction. This task will extend into the detailed design phase, and coordination with PG&E during the design phase will be covered by those tasks. CONSULTANT will perform the following activities to complete this task:

1. Establish conceptual electrical demands based on the results of the above tasks.
2. Prepare for and conduct up to two coordination meetings with PG&E to confirm the service requirements and schedule.

3. Prepare service applications to PG&E.

DELIVERABLES:

1. Meeting Agendas (electronic copies in PDF format).
2. Meeting Minutes (electronic copies in PDF format).
3. PG&E Service Application.

Task 1.11 Mitigated Negative Declaration

This task will be initiated in the Preliminary Design Phase to support the site selection effort and to launch the environmental permitting process as early as possible to minimize risk of schedule delay caused by permitting.

1.11.1 Preparation of Technical Documents

CONSULTANT will prepare technical documents to evaluate resources that may be impacted by the project, including air quality, biology, cultural resources, and greenhouse gas emissions.

Air Quality and Greenhouse Gas. The project construction phase will produce additional sources of air quality emissions and generate greenhouse gases. CONSULTANT will determine emissions for the construction phase utilizing CalEEMod. Using the emissions calculations from the air quality assessment, the project's contributions to greenhouse gases will be analyzed.

Biological Resources. CONSULTANT will conduct a general biological reconnaissance survey to document existing project site conditions. The survey will identify the habitat types and vegetation associations observed on the project site, and will assess the potential for occurrence of sensitive plant and animal species. A search the 2018 CDFG Natural Diversity Data Base, California Native Plant Society's Electronic Inventory (2018), U.S. Fish and Wildlife Service, and National Wetlands Inventory will be completed to determine the location of previously identified threatened and endangered plant and animal species within 10 miles of the project site. Results of these queries and the survey will be incorporated into a technical report, along with recommendations for appropriate mitigation measures.

Cultural and Paleontological Resources. CONSULTANT will request a records search from the Southern San Joaquin Valley Information Center. A pedestrian site survey will be conducted for archaeological and built-environment resources. A Sacred Lands File review by the Native American Heritage Commission (NAHC) will also be requested. NAHC will provide names and contact information of Native American representatives who may provide details of these sites. Under Assembly Bill 52, if the CITY has been contacted by Native American tribes requesting information about projects in the area, CONSULTANT can assist the CITY in consultations with interested tribes. A technical report discussing the methods and findings will be provided.

Hydrology and Water Resources. Since the project includes water storage and transmission, and does not include installation of a new well, it is not anticipated that impacts to water resources will be considered significant under CEQA. However, existing documents, such as the Urban Water Management Plan, the City Water Master Plan, and the General Plan will be

reviewed for consistency, and to analyze any potential impacts to hydrology and water resources related to the project.

ASSUMPTIONS:

1. No biological surveys/studies will be required for any wildlife or plant species at a protocol level of effort. Costs for protocol-level surveys are not included in this scope.
2. For budgeting purposes, CONSULTANT assumed that no cultural resources will be identified that will require documentation.

1.11.2 Initial Study/Mitigated Negative Declaration

Under the standard Initial Study (IS) process, in the event that no potentially significant impacts are identified and documented as part of the IS, a Mitigated Negative Declaration (MND) can be adopted. CONSULTANT will prepare the MND and provide factual data, explanations, and documentation to support its findings. Where mitigation measures are necessary to reduce impacts to less-than-significant levels, they will be included in the MND.

Per the state public resources code requirement, the concurrent adoption of a mitigation monitoring and reporting program (MMRP) will be included as a part of the CEQA process. An Administrative Draft IS/MND will be provided to the CITY for review.

ASSUMPTIONS:

1. CONSULTANT assumes that an IS/MND will be needed in compliance with CEQA. If any resource cannot be reduced to a less-than-significant threshold with the implementation of mitigation measures, CONSULTANT will prepare an EIR as a task in the detailed design phase. The cost to prepare an EIR is considered will be determined at that time, as the final level of effort needed will be determined by the resource(s) and must be further evaluated.
2. The CITY will return the document to CONSULTANT with their revisions and comments within 10 working days of their receipt of the Administrative Draft IS/ MND.
3. One round of comments from the CITY is assumed.

DELIVERABLES:

1. Administrative Draft IS/MND (electronic copy in PDF format).

1.11.3 Publish and Circulate Draft CEQA Document

CONSULTANT will revise the Administrative Draft IS/MND and provide a Draft IS/MND for public review. CONSULTANT will produce and distribute hard copies of the document, required project summaries, and the Draft IS/MND to the State Clearinghouse (SCH) along with the mandatory Notice of Completion (NOC) and to the County Clerk with the required Notice of Intent to Adopt (NOI) included in the Draft IS/MND. A distribution list, proof of mailing, and verification of receipt will be provided to the CITY. Further, CONSULTANT will file all required

documents with the SCH as required by law. Copies of submitted documents and verification of receipt will be provided to the CITY. CONSULTANT will also assist the CITY with preparation of a public notice for the local newspaper.

ASSUMPTIONS:

1. No biological surveys/studies will be required for any wildlife or plant species at a protocol level of effort. Costs for protocol-level surveys are not included in this scope.
2. For budgeting purposes, CONSULTANT assumed that no cultural resources will be identified that will require documentation.

DELIVERABLES:

1. Draft IS/MND to CITY (4 hard copies).
2. Draft IS/MND and NOC to the SCH (5 hard copies).
3. Project Summaries (15 hard copies, 15 CDs).
4. Draft IS/MND, NOC, and NOI to the County Clerk (3 copies).

1.11.4 Final IS/MND

After the 30-day public review period, CONSULTANT will discuss any comments received with the CITY. CEQA does not require that comments to an MND be addressed in the document. If the CITY should request that any comments, with or without responses from the CITY, be incorporated, they will become part of the Final IS/MND. CONSULTANT will provide the final IS/MND to the CITY for review by the Planning Commission, and adoption by the City Council.

CONSULTANT will prepare a Notice of Determination (NOD) for submission to the County Clerk's Office within five working days of the approval of the Final IS/MND. CONSULTANT recommends that the NOD also be submitted to the SCH within five days.

ASSUMPTIONS:

1. Permits with California Department of Fish and Wildlife (CDFW), or the Regional Water Quality Control Board and/or U.S. Army Corps of Engineers under the Clean Water Act are not required for the project.
2. Costs for CEQA document filing fees with the County Clerk's office and CDFW are not included in this proposal.
3. Filing of the NOD requires payment of two separate fees: a \$50.00 Madera County Clerk filing fee and a CDFW filing fee as required by Fish and Game Code Section 713. These two fees are not included as part of this proposal.

DELIVERABLES:

1. Final IS/MND to the CITY (20 hard copies and an electronic copy in PDF format).
2. NOD to the County Clerk's Office and SCH (Electronic copy in PDF format).

Task 8 Project Management

This task will be used to deliver Phase 1 of the project on time and within the allocated budget. The level of effort has been adjusted from what was presented in CONSULTANT's proposal to manage only the tasks listed above. Additional budget will be allocated to this task as future phases of work are authorized.

8.1 Project Coordination and Integration of Work Efforts

CONSULTANT will maintain coordination of the project team and its subconsultants during the project's design and bidding phases. This task includes internal team meetings with various subconsultants, and regular correspondence with team members.

8.2 Progress Reporting and Cost Control

CONSULTANT will prepare a project schedule and prepare invoices and progress reports monthly, itemized by task, by employee/classification hours worked and reimbursable expenses by type of expense.

DELIVERABLES:

1. Monthly Invoices and Progress Reports (electronic copy in PDF format).

8.3 Project Meetings

CONSULTANT will prepare for and conduct up to 16 bi-weekly meetings during the preliminary design phase of this project. CONSULTANT's project manager and project engineer will coordinate and participate in the meetings via conference call and/or in person.

DELIVERABLES:

1. Meeting Agendas (electronic copy in PDF format).
2. Meeting Minutes (electronic copy in PDF format).

Task 11 Optional Supplemental Tasks

The following are optional supplemental tasks and will only be performed upon the City's written authorization.

11.1 Funding Assistance

CONSULTANT will provide grant-writing and/or funding application consulting services and assist the CITY with submitting grant or other funding applications. A total of 100 hours have been assumed for this task.

11.2 Project Reviews

CONSULTANT will review and comment on CITY pipeline projects that are related or similar to this project. A total of 100 hours have been assumed for this task.

11.2 Engineering Standards Development

The CITY is in need of standard details and specifications appropriate for pipelines between 16- and 24-inches in diameter. CONSULTANT will provide standard details for design of pipelines in this size range as a part of this task, and will also provide review of design drawings and/or specifications for pipelines in this size range and provide comments on pipeline projects in this size range. A total of 100 hours have been assumed for this task.

**EXHIBIT B
MANPOWER SCHEDULE AND FEE SUMMARY
CITY OF MADERA
WATER STORAGE TANK, PUMP STATION, AND TRANSMISSION MAIN
FINAL DESIGN**

28-Aug-18

Tasks	Task and Sub-Task Description	KEY DESIGN STAFF							SUPPORT STAFF							Total Labor Hours	Subtotal Labor Cost	Subconsultants	Total Subconsultants Cost	PECE ²	Other Direct Costs Reimbursables (ODCs)	TOTAL PROJECT COSTS					
		PM	PE	TANK LEAD	PIPELINE LEAD	ELEC LEAD	STRUCT. LEAD	CIVIL LEAD	TECH. ADVISOR	HYDRAULIC MODELING	CORROSION	ALT. DELIVERY	CONST. MANAGEMENT	SUPPORT	CAD LEAD								CAD	WP			
		\$ 260.00	\$ 275.00	\$ 185.00	\$ 275.00	\$ 275.00	\$ 275.00	\$ 185.00	\$ 260.00	\$ 185.00	\$ 275.00	\$ 275.00	\$ 275.00	\$ 275.00	\$ 160.00	\$ 178.00	\$ 126.00	\$ 111.00									
		Casares	Amico	Fisher	Prudhel	Carvalho	Doering	Peterson	Gutierrez	Orgill	Dadik	Pyle	Warriner	Assistant Professional	Senior Technician	Technician	Padilla			QK (see following page for detail)	1.1						
Task 1	Preliminary Design¹	58	148	108	30	42	18	34	20	24	8	16	8	220	2	8	96	840	\$172,456	\$79,842	\$87,826	\$9,828	\$1,911	\$272,021			
1.1	Project Kickoff Workshop	4	8	4	0	0	0	0	0	0	0	0	0	4	0	0	4	24	\$5,064	\$1,440	\$1,584	\$281	\$21	\$6,950			
1.2	Demand Analysis and Critical Design Criteria	12	24	24	0	8	8	8	0	24	4	0	0	16	0	0	16	144	\$29,916	\$0	\$0	\$1,685	\$90	\$31,691			
1.3	Tank Size, Configuration, and Location	8	24	40	0	0	0	16	8	0	0	0	0	64	0	0	16	176	\$33,136	\$5,814	\$6,395	\$2,059	\$90	\$41,681			
1.4	Pipeline Routing	2	4	0	16	0	0	0	4	0	4	0	0	24	2	8	16	80	\$15,136	\$10,858	\$11,944	\$936	\$0	\$28,016			
1.5	Project Phasing, Delivery Methods, and Funding Options	2	8	0	0	0	0	0	4	0	0	16	8	24	0	0	16	78	\$15,976	\$0	\$0	\$913	\$90	\$16,979			
1.6	Land Acquisition Support and Legal Descriptions	2	4	4	4	0	0	0	0	0	0	0	0	16	0	0	16	46	\$7,796	\$2,327	\$2,560	\$538	\$0	\$10,894			
1.7	Budgetary Cost Estimate	2	16	24	2	2	2	2	4	0	0	0	0	16	0	0	0	70	\$14,980	\$0	\$0	\$819	\$0	\$15,799			
1.8	City Council Presentation	8	16	4	0	0	0	0	0	0	0	0	0	16	0	0	0	44	\$9,780	\$0	\$0	\$515	\$0	\$10,295			
1.9	CAMP® Workshop	8	16	8	8	8	8	8	0	0	0	0	0	0	0	0	8	72	\$16,928	\$0	\$0	\$842	\$1,598	\$19,368			
1.10	Electrical Demands and Service Application	2	12	0	0	24	0	0	0	0	0	0	0	40	0	0	4	82	\$17,264	\$0	\$0	\$959	\$0	\$18,223			
1.11	Mitigated Negative Declaration	8	16	0	0	0	0	0	0	0	0	0	0	0	0	0	0	24	\$6,480	\$59,403	\$65,343	\$281	\$21	\$72,126			
Task 8	Project Management Services During Design and Bidding¹	36	40	8	1	2	2	1	0	0	0	0	0	0	0	0	8	98	\$24,288	\$0	\$0	\$1,147	\$128	\$25,583			
8.1	Project Coordination and Integration of Work Efforts	16	12	4	0	1	1	0	0	0	0	0	0	0	0	0	0	34	\$8,750	\$0	\$0	\$398	\$0	\$9,148			
8.2	Progress Reporting and Cost Control	4	4	0	0	0	0	0	0	0	0	0	0	0	0	0	8	16	\$3,028	\$0	\$0	\$187	\$0	\$3,215			
8.3	Project Meetings	16	24	4	1	1	1	1	0	0	0	0	0	0	0	0	0	48	\$12,510	\$0	\$0	\$562	\$128	\$13,200			
	TOTAL FEE (BASE)	94	188	116	31	44	20	35	20	24	8	16	8	220	2	8	104	938	\$ 196,744	\$ 79,842	\$ 87,826	\$ 10,975	\$ 2,039	\$ 297,584			
Task 11	Optional Supplemental Tasks	12	40	80	48	0	0	32	0	0	0	0	0	72	0	0	16	300	\$61,336	\$0	\$0	\$3,510	\$0	\$64,846			
11.1	Funding Application Assistance	4	24	0	0	0	0	0	0	0	0	0	0	72	0	0	0	100	\$19,160	\$0	\$0	\$1,170	\$0	\$20,330			
11.2	Project Reviews	4	8	40	24	0	0	24	0	0	0	0	0	0	0	0	0	100	\$21,680	\$0	\$0	\$1,170	\$0	\$22,850			
11.3	Engineering Standards Development	4	8	40	24	0	0	8	0	0	0	0	0	0	0	0	16	100	\$20,496	\$0	\$0	\$1,170	\$0	\$21,666			
	TOTAL FEE (BASE + OPTIONAL TASKS)	106	228	196	79	44	20	67	20	24	8	16	8	292	2	8	120	1,238	\$ 258,080	\$ 79,842	\$ 87,826	\$ 14,485	\$ 2,039	\$ 362,430			

Notes:
1. Hourly rate based on 2018 Fee Schedule
2. Other costs include Project Equipment Communication Expense (PECE) of \$11.70 per DL hour.

**EXHIBIT B
MANPOWER SCHEDULE AND FEE SUMMARY
CITY OF MADERA
WATER STORAGE TANK, PUMP STATION, AND TRANSMISSION MAIN
FINAL DESIGN**

28-Aug-18

Tasks	Task and Sub-Task Description	QK SUBCONSULTANT STAFF																		Total Labor Hours	Subtotal Labor Cost	Other Direct Costs Reimbursables (ODCs)	TOTAL SUBCONSULTANT COSTS	
		Project Administrator	Associate Planner	Sr. Assoc. Planner	Sr. Assoc. Env. Scientist	Assoc. Env. Scientist	Sr. Landscape Architect	Sr. Assoc. GIS Analyst	Survey 1 man crew	Survey 2-man crew	Principal Planner	Sr. Planner	Sr. Principal Env. Scientist	Sr. Engineer	Assoc. Engineer/Drafter	Office Surveyor	Principal Engineer	Utility Coord.	Utility Tech.					Landscape Architect
		\$ 88.00	\$ 97.00	\$ 121.00	\$ 121.00	\$ 97.00	\$ 142.00	\$ 112.00	\$ 160.00	\$ 260.00	\$ 199.00	\$ 157.00	\$ 157.00	\$ 180.00	\$ 127.00	\$ 133.00	\$ 199.00	\$ 148.00	\$ 88.00	\$ 157.00				
		V. Williams/ I. Torres	K. Tanksley/ J. Miller	A. Perea	T. Schade	T. Brickley/ D. Ayers	D. Garver	P. Slater	TBD (Prevailing Wage)	TBD (Prevailing Wage)	H. Tow	G. White	C. Uptain	S. Zaayer	J. Staicer	D. Pelton	G. Pecchenint	M. Inglehart	L. Gaines	D. Garver				
Task 1	Preliminary Design¹	10	40	120	10	64	0	4	0	8	48	85	6	24	21	16	16	13	0	1	486	\$67,445	\$12,397	\$79,842
1.1	Project Kickoff Workshop	0	0	0	0	0	0	0	0	0	0	1	0	0	3	0	3	1	0	1	9	\$1,440	\$0	\$1,440
1.2	Demand Analysis and Critical Design Criteria	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0
1.3	Tank Size, Configuration, and Location	0	24	0	0	0	0	0	0	0	0	8	0	0	2	0	0	12	0	0	46	\$5,614	\$200	\$5,814
1.4	Pipeline Routing	0	0	0	0	0	0	0	0	8	0	0	0	24	16	0	12	0	0	0	60	\$10,820	\$38	\$10,858
1.5	Project Phasing, Delivery Methods, and Funding Options	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0
1.6	Land Acquisition Support and Legal Descriptions	0	0	0	0	0	0	0	0	0	0	0	0	0	0	16	1	0	0	0	17	\$2,327	\$0	\$2,327
1.7	Budgetary Cost Estimate	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0
1.8	City Council Presentation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0
1.9	CAMP@ Workshop	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0
1.10	Electrical Demands and Service Application	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0
1.11	Mitigated Negative Declaration	10	16	120	10	64	0	4	0	0	48	76	6	0	0	0	0	0	0	0	354	\$47,244	\$12,159	\$59,403
Task 8	Project Management Services During Design and Bidding¹	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0
8.1	Project Coordination and Integration of Work Efforts	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0
8.2	Progress Reporting and Cost Control	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0
8.3	Project Meetings	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0
	TOTAL FEE (BASE)	10	40	120	10	64	0	4	0	8	48	85	6	24	21	16	16	13	0	1	486	\$ 67,445	\$ 12,397	\$ 79,842
Task 11	Optional Supplemental Tasks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0
11.1	Funding Application Assistance	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0
11.2	Project Reviews	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0
11.3	Engineering Standards Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0
	TOTAL FEE (BASE + OPTIONAL TASKS)	10	40	120	10	64	0	4	0	8	48	85	6	24	21	16	16	13	0	1	486	\$ 67,445	\$ 12,397	\$ 79,842

EXHIBIT C

CITY OF MADERA

Water Storage Tank, Pump Station, and Transmission Main

August 28, 2018

Carollo Engineers, P.C.
Project Fee Schedule



LABOR CATEGORY	BILLING RATES		
Senior Professional	\$	275.00	per hour
Lead Project Professional	\$	260.00	per hour
Project Professional	\$	243.00	per hour
Professional	\$	185.00	per hour
Assistant Professional	\$	160.00	per hour
Senior Technicians	\$	176.00	per hour
Technicians	\$	126.00	per hour
DP/Clerical	\$	111.00	per hour
OTHER DIRECT COSTS (ODCs)			
Travel and Subsistence			at cost
PECE	\$	11.70	per labor hour charged
Reproduction			at cost
Postage and Courier Services			at cost
Long Distance Communication			at cost
Mileage	\$	0.535	per mile
Subconsultant			cost + 10%

NOTE: Project Fee Schedule is for the services included in Exhibit A only. Fee schedule for additional design phase services will be subject to an updated fee schedule to be negotiated and included in any contract amendments at a later time as appropriate.

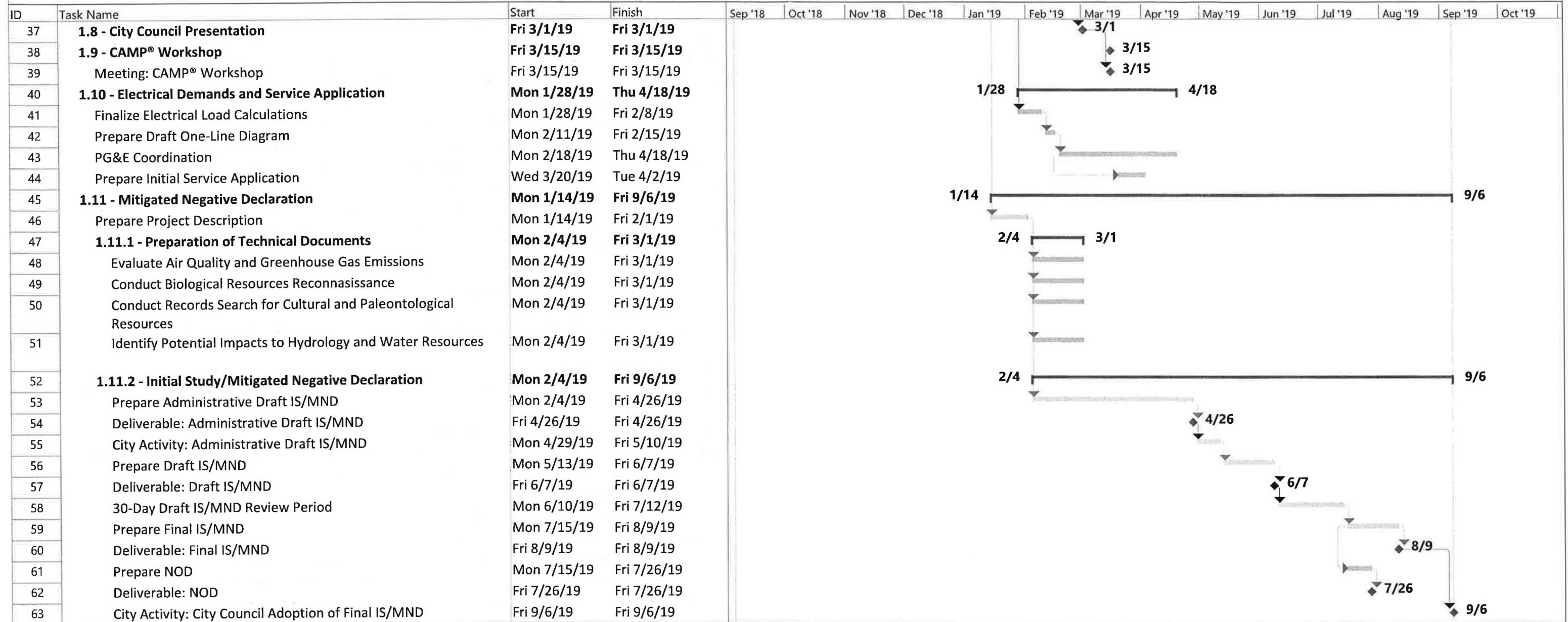
Exhibit D

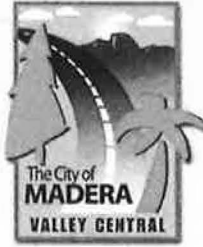
City of Madera Water Storage Tank, Pump Station, and Transmission Main Preliminary Design

ID	Task Name	Start	Finish	Sep '18	Oct '18	Nov '18	Dec '18	Jan '19	Feb '19	Mar '19	Apr '19	May '19	Jun '19	Jul '19	Aug '19	Sep '19	Oct '19
1	City Activity: Issue Notice to Proceed	Mon 9/24/18	Mon 9/24/18	9/24													
2	Task 1 - Preliminary Design	Wed 9/26/18	Fri 9/6/19	9/26	9/6												
3	1.1 - Project Kickoff Workshop	Wed 9/26/18	Wed 9/26/18	9/26													
4	Meeting: Kickoff Workshop	Wed 9/26/18	Wed 9/26/18	9/26													
5	1.2 - Demand Analysis and Critical Design Criteria	Thu 9/27/18	Wed 12/5/18	9/27	12/5												
6	Revise Demand Analysis	Thu 9/27/18	Wed 10/24/18														
7	Determine Design Criteria	Thu 10/25/18	Wed 11/7/18														
8	Deliverable: Draft Demand Analysis and Critical Design Criteria TM	Wed 11/7/18	Wed 11/7/18														
9	City Activity: Review Draft Demand Analysis and Critical Design Crite	Thu 11/8/18	Wed 11/21/18														
10	Meeting: Draft Demand Analysis and Critical Design Criteria TM	Mon 11/26/18	Mon 11/26/18														
11	Deliverable: Final Demand Analysis and Critical Design Criteria TM	Wed 12/5/18	Wed 12/5/18														
12	1.3 - Tank Size, Configuration, and Location	Mon 11/26/18	Wed 2/13/19														
13	Finalize Tank Size, Configuration, and Location	Mon 11/26/18	Fri 12/21/18														
14	Deliverable: Draft Tank Size, Configuration, and Location TM	Fri 12/21/18	Fri 12/21/18														
15	City Activity: Review Draft Tank Size, Configuration, and Location TM	Mon 12/24/18	Fri 1/11/19														
16	Meeting: Draft Tank Size, Configuration, and Location TM	Fri 1/4/19	Fri 1/4/19														
17	Deliverable: Final Tank Size, Configuration, and Location TM	Fri 1/25/19	Fri 1/25/19														
18	City Council Presentation	Wed 2/13/19	Wed 2/13/19														
19	1.4 - Pipeline Routing	Mon 12/10/18	Fri 12/21/18														
20	Evaluate Potential Pipeline Routing Options	Mon 12/10/18	Fri 12/21/18														
21	1.5 - Project Phasing, Delivery Methods, and Funding Options	Mon 1/7/19	Fri 2/15/19														
22	Develop Project Phasing Scheme	Mon 1/7/19	Fri 1/18/19														
23	Evaluate Delivery Options	Mon 1/7/19	Fri 1/18/19														
24	Identify Potential Funding Options	Mon 1/7/19	Fri 1/18/19														
25	Deliverable: Draft Pipeline Routing TM	Fri 1/18/19	Fri 1/18/19														
26	City Activity: Review Draft Project Phasing, Delivery Methods, and F	Mon 1/21/19	Fri 2/1/19														
27	Deliverable: Final Project Phasing, Delivery Methods, and Funding O	Fri 2/15/19	Fri 2/15/19														
28	1.6 - Land Acquisition Support and Legal Descriptions	Mon 12/10/18	Mon 1/28/19														
29	Determine the Need for Land Acquisition and Legal Descriptions	Mon 12/10/18	Fri 12/21/18														
30	Prepare Legal Descriptions	Tue 1/1/19	Mon 1/28/19														
31	Deliverable: Legal Descriptions	Mon 1/28/19	Mon 1/28/19														
32	1.7 - Budgetary Cost Estimate	Mon 12/10/18	Fri 2/1/19														
33	Prepare Draft Budgetary Cost Estimate	Mon 12/10/18	Fri 1/4/19														
34	Deliverable: Draft Budgetary Cost Estimate	Fri 1/4/19	Fri 1/4/19														
35	City Activity: Review Draft Budgetary Cost Estimate	Mon 1/7/19	Fri 1/18/19														
36	Deliverable: Final Budgetary Cost Estimate	Fri 2/1/19	Fri 2/1/19														

Exhibit D

City of Madera Water Storage Tank, Pump Station, and Transmission Main Preliminary Design





REPORT TO CITY COUNCIL

COUNCIL MEETING OF September 5, 2018

AGENDA ITEM NUMBER C-2

A handwritten signature in black ink, appearing to read "Mary Anne Seay".

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

A handwritten signature in black ink, appearing to read "Dave Merchen".

APPROVED BY: Dave Merchen
Community Development Director

SUBJECT: ADOPTION OF AN ORDINANCE PERTAINING TO THE FORMULATION OF A CITY-WIDE YOUTH COMMISSION

RECOMMENDATION:

Staff recommends that Council adopt the subject ordinance.

SUMMARY:

At the May 16, 2018 Madera City Council meeting, staff requested direction from Council regarding future participation in a City-wide Youth Commission. Council overwhelmingly supported the idea and directed staff to continue efforts with partners from the Youth Leadership Institute (YLI), United Way, the Madera Unified School District (MUSD) and others.

Staff, who have continued to work alongside YLI, introduced an Ordinance adding Section 2-3.201 to Chapter 3 of Title II of the Madera Municipal Code Pertaining to the City-wide Madera Youth Commission at the August 15, 2018 Council meeting. Staff recommends that Council Adopt the Ordinance tonight.

DISCUSSION:

The City of Madera prides itself on increased momentum for civic engagement, including Madera's young people. For more than a year, Mayor Medellin and Councilman Oliver have been involved in dialogue with YLI leadership and other partners to create a pathway elevating youth voice through meaningful civic involvement. Additionally, City council approved a \$10,000 CDBG award for Fiscal Year 18-19 to YLI for the implementation of this program. Yammilette Rodriguez, Senior Director of YLI has met with Parks & Community Services (PCS) staff and United Way of Fresno/Madera Counties to identify how the City can best advance this initiative in partnership.

The purpose of the City-wide Youth Commission is to bring the City's young people to the decision-making table on issues impactful to youth within the jurisdiction of the City. The Youth Commission will serve as a space where young people can work to create positive and social change in our community with the goal of creating youth-led policies. Young people will have a voice in shaping and developing social, economic, recreational, and educational programs that serve youth.

The City Youth Commission will be comprised of 7 voting members, one appointed by each member of the Madera City Council inclusive of the Mayor. Screening procedures (see application attached) are in place to ensure that the members of the City-wide Youth Commission are representative and inclusive of the rich diversity of the City, including all youth. Youth Commissioners will be supported by YLI along with their appointing member on the Council and staff from PCS.

YLI will be instrumental in the successful implementation of this new endeavor. Members of their team will co-locate (part-time) at the John W. Wells Youth Center and will be the primary lead agency ensuring success in the recruiting, selection, appointment, and training of the Commissioners. The United Way, Wells Fargo, Comcast, MUSD, and others are also critical to the overall success of the program.

The goals of this Commission are to integrate youth voice into policymaking, engaging the community in the process, and providing foundational leadership skills to Madera's young people to change and shape the city's future. On a parallel track, the MUSD Board approved an Agreement with YLI to infuse their curriculum to students at both Madera High and Madera South for the 18-19 academic year.

Over the years of designing and leading City youth commissions, YLI has developed a toolkit and several tools and training workshops to capture and share their effective evidence-based model of authentic youth leadership. They have trained many communities both here in the San Joaquin Valley and throughout the nation looking to engage youth on decision-making bodies. They offer training workshops to youth commissioners and their adult allies in some of the following areas:

- Policy 101
- Facilitation and Meeting Management
- Adhering to the Brown Act
- Youth Action Research

- Building Healthy Youth-Adult Partnerships
- Youth Leadership Development
- Coalition Building; including engaging and mobilizing the grassroots and partnering with elected officials and other decision makers

FINANCIAL IMPACT:

There is no direct negative impact to the General Fund. There will be indirect expenses of PCS staff time and shared space that have yet to be quantified.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The recommended actions are consistent with the following Vision Strategies and Actions:

- Strategy 303:** Encourage leadership development opportunities in the community.
- Action 305.4:** Expand youth service club and promote community services provided.
- Strategy 332:** Youth Services: Expand comprehensive services for Madera’s youth, including employment opportunities, community activities, sports programs, performing arts and after-school programs.
- Strategy 334:** After School Programs: Develop after-school programs with emphasis on local cultures and their histories.

ORDINANCE NO. _____ C.S.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, ADDING SECTION 2-3.201 TO CHAPTER 3 OF TITLE II OF THE MADERA MUNICIPAL CODE PERTAINING TO THE CITY-WIDE MADERA YOUTH COMMISSION

WHEREAS, it is important to integrate the youth voice into local policymaking and engage the community to create positive change and shape the city's future;

WHEREAS, there is value in having a mechanism for young people to have a voice in city affairs and issues relating to youth;

WHEREAS, there are areas of special concern to youth, such as public safety, jobs for youth, health and wellness, accessible transportation, recreation facilities and open space;

WHEREAS, Council recognizes it will be valuable to have input and advice from youth in the city on such areas of concern;

WHEREAS, Council has determined there is a need to create a City-wide Youth Commission of Madera;

WHEREAS, Council finds the establishment of a Youth Commission is in the best interest for the City of Madera.

WHEREAS, the purpose of the Youth Commission is to collect all information relevant to advising the City Council and Mayor on the effects of legislative policies, needs, assessments, priorities, programs, and budgets concerning the youth of Madera;

WHEREAS, the City-wide Madera Youth Commission shall organize and lead efforts to help educate and motivate youth of Madera to participate in the local political process; and

WHEREAS, the City Council desires to establish the City-wide Madera Youth Commission as an Advisory Board to the City Council.

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

SECTION 1. Section 2-3.201 of Chapter 3 of Title II, of the Madera Municipal Code is hereby added as follows:

§ 2-3.201 CITY-WIDE MADERA YOUTH COMMISSION.

(A) There is hereby created a commission which shall be known as the CITY-WIDE MADERA YOUTH COMMISSION, or for purposes of this Section, the “Commission.” The purpose of the Commission is to advise the Council and Mayor on issues relating to youth. The Commission is empowered to and shall perform such advisory functions as are delegated to it by the provisions of this section or other action of the Council.

(B) The Commission shall consist of seven (7) voting members.

(1) Each member of the City Council shall appoint one member to the Commission from their district; the Mayor shall appoint one member from the city-at-large.

(2) Immediate family members of the City Councilmembers and Mayor shall not be eligible for appointment.

(3) City Councilmembers and Mayor shall make an effort to involve local youth-serving organizations, as may be designated by the City Council pursuant to subsection (E) herein, in the selection and appointment process.

(C) Qualifications for Commission members include:

(1) Each appointed member must reside or attend school within the Madera city limits and shall be youth between fifteen and twenty-one years of age, at the time of appointment.

(2) Members may serve up to age twenty-three.

- (3) Membership shall preferably consist of youth who have experience with youth programs or youth-serving organizations, or involvement with school or community activities, and who are able and prepared to participate in the Commission activities and make the required commitment of time and energy.
- (4) Members of the Commission shall serve for a two-year term or for the term of the appointing Council Member whichever is less, or until a replacement is appointed. No person appointed to Commission shall be eligible to serve more than two consecutive terms (a total of four years).
- (5) The Commission shall select a Chair and Vice Chair from among its members to serve for a one-year term; no member shall serve more than two consecutive terms in either position.

(D) The Commission shall establish its rules and regulations for the conduct of its business. Such rules and regulations shall be consistent with this section and all other applicable laws and regulations, and shall enable the Commission to carry out the purpose of this section.

(1) All meetings of the Commission shall be subject to the Ralph M. Brown Act (Chapter 9 of part 1 of division 2 of title 5, commencing with Section 54950, of the California Government Code).

(2) The Commission shall schedule at least one meeting per month at a designated time and place. All members are required to attend every scheduled regular and special meeting. Three consecutive absences shall be allowed per year. More than three consecutive absences shall result in termination from the Commission.

(3) A simple majority of members shall constitute a quorum at any regular or special meeting of the Commission.

(E) A youth-serving organization will be designated by the City Council and will work with the City Clerk and city staff to provide guidance to the Commission.

(1) Agendas and minutes of the Commission shall be prepared by the Commission, filed with the Office of the City Clerk, and shall be a public record.

(2) The youth-serving organization designated by City Council will provide staff in an adult supervisory role to support all the Commission activities.

(F) The Commission shall have the following powers and duties:

(1) Identify the concerns and needs of the youth of Madera through community outreach and engagement; and hold public forums in which children, youth and families are encouraged to participate.

(2) Examine existing social, economic educational, and recreational programs for youth; develop and propose plans that support or improve such programs; and make recommendations thereon to the City Council.

(3) Develop a yearly outline with the areas of focus for the commission within the purview and jurisdiction of the City of Madera.

(4) Submit recommendations to the City Council about public safety, job opportunities for youth, recreation activities for youth, opportunities for effective participation by youth in governmental process, and changes in city regulations that are necessary to improve the social, economic, educational, recreational advantages, health and well-being of youth.

(5) Work with the public and private sectors to bring forth the concerns of youth as well as evaluate programming that will enhance the development of young people.

(6) Report to the City Council the activities, goals and accomplishments of the Commission by June 30 of each calendar year.

(7) Submit quarterly reports or as requested to the City Council.

(8) Commissioners shall meet with their appointing Councilmember or Mayor at least three times a year.

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.

* * * * *

City-Wide Madera Youth Commission

Application

Do you have an opinion about how your community makes decisions impacting you, your friends, and family?

Do you want to be involved with representing youth in your community to make a change?

Join the City-Wide Madera Youth Commission!

Youth Leadership Institute
1749 L Street, Fresno, CA 93721
Phone: (559) 255-3300
www.yli.org

Please refer questions to:

**Katrina Ruiz, Program Manager,
Youth Leadership Institute**

Phone: (209) 509-6726

Email/ Scan application to: kruiz@yli.org

Or

Drop off at 1749 L Street, Fresno, Ca. 93721

Who We Are and What We Do:

The purpose of the Youth Commission is to bring Madera's young people to the decision-making table on issues impactful to youth within the jurisdiction of the city. The Youth Commission will serve as a space where young people can work to create positive change in our community. Young people will have a voice in shaping and developing social, economic, recreational, and educational programs that serve youth.

The City-Wide Madera Youth Commission will be comprised of 7 individuals. Appointments are for a two-year term. Procedures are in place to ensure that the members of the Youth Commission are representative and inclusive of the rich diversity of the City of Madera, including but not limited to:

- Ethnically and culturally diverse youth,
- youth with health disparities,
- youth who are out of school,
- youth who are unemployed,
- youth who are homeless, and
- youth who are LGBTQIA

Youth Commissioners will be trained and supported by Youth Leadership Institute and the City of Madera. Each year, Youth Commissioners benefit from youth leadership training and prioritize those issues that most impact youth and/or that have little or no youth input or representation.

Frequently Asked Questions:

What is the time commitment in serving as a Commissioner?

The Youth Commission requires the commissioner to devote their time and abilities. The commission has a minimum time requirement of 10 hours per month. The Youth Commission will hold regular meetings once per month. In addition, Commissioners must attend all trainings and may be asked to attend City Council meetings in support of agenda items, constituents, or a community issue.

Who can be a Commissioner?

Each voting member and alternate must attend a school and/or reside in the city of Madera and be between the ages of 15 and 21. They must be passionate about youth and community issues—about the decisions the city makes that affect them and their peer group. Commissioners must attend ALL mandatory events.

What dates and activities are mandatory for me to attend as a Commissioner?

- Swearing In and Meet Elected Officials
- Youth and Parent Orientation
- Meeting with Elected Officials
- Monthly Meetings and/or trainings: Twice a month but at least once a month
- One-two Day Summer Training
- One-Day Winter Training
- One-Day Spring Training

How do I apply?

To apply, one must meet the criteria to be a commissioner and must complete the attached application.

The application process and timeline are as follows:

Fill out the attached application (i.e., personal information, applicant agreement, and essay questions) and turn it into the Youth Leadership Institute office (by fax, email, or in person at YLI). Applications will be accepted and reviewed on a rolling basis. Please note that the application process may also include a face-to-face interview.

Selected applicants must attend a swearing in ceremony at Madera City Hall. In addition, Commissioners are required to attend a MANDATORY youth and parent orientation.

City-Wide Madera Youth Commission Application

* Please complete ALL information. Incomplete applications will not be accepted.

Personal Information

Name: _____

Home Address: _____

City: _____ Zip Code: _____

Home Phone: _____ Cell Phone: _____

Email: _____ Age: _____

Date of Birth: _____ Gender: _____ Ethnicity: _____

If you are or will be in school, what school will you attend in the fall of 2018?

If you are attending school, what grade will you be in during the 2018-2019 term?

Would this be your first year on the Youth Commission? If no, how many years have you been on the Youth Commission?

How did you hear about the Youth Commission? _____

Are you related to any of the City Councilmembers? If yes, please explain:

References

Please provide three personal and/or professional references in the space below. Include their names, addresses, and a phone number where they can be reached.

- 1. _____

- 2. _____

- 3. _____

Letter of Recommendation

Please attach one letter of recommendation from someone who can share more about the type of person you are and what attributes, talents, and passion you could bring to the Commission.

Please check the district you live in:

<input type="checkbox"/> District 1	<input type="checkbox"/> District 2	<input type="checkbox"/> District 3	<input type="checkbox"/> District 4	<input type="checkbox"/> District 5	<input type="checkbox"/> District 6
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Applicant Agreement

I, _____,

Certify that:

_____ (initial) The information provided in this application is accurate and I have made every attempt to answer all questions truthfully and to the fullest extent possible.

_____ (initial) I have reviewed the application and the required dates for the Youth Commissioner term and understand that all events and commission meetings are MANDATORY.

_____ (initial) I have also discussed or will discuss the time commitment with my **parent(s) or legal guardian(s), teachers, sport coaches, employer, and other activity programs**, and can make a serious time commitment given my responsibilities.

Print Name _____ Signature _____

Date _____

For those applicants under the age of 18, please have parent/guardian print and sign below.

Print Name _____ Signature _____

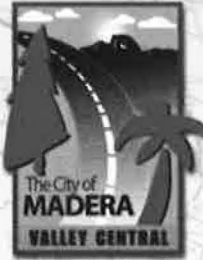
Essay Questions

On a separate piece of paper, please respond to the following questions.

1. Why do you want to be a Youth Commissioner?
2. What are some issues that affect you, your peers, or your community? If you had a meeting with a member of the Madera City Council, what would you talk about with them and advise them on?
3. The Youth Commission requires a commitment of at least 10 hours a month. In order to truly make an impact, it is often necessary to go beyond that minimum commitment. Please list ALL of the other commitments you have during the school year (job, clubs, sports, etc.) and in what ways are you prepared to dedicate time to meet the Commission's goals?

Please submit application by email to:

Youth Leadership Institute
Phone: (559) 255-3300
Attn: Katrina Ruiz, YLI Program Manager
Email: kruiz@yli.org



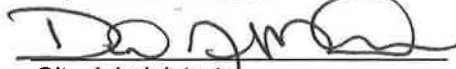
REPORT TO CITY COUNCIL

Approved By:


Department Director

Council Meeting of September 5, 2018

Agenda Item Number E-1


City Administrator

FR

SUBJECT: Informational Report on the Sustainable Communities Grant Program-State Route (SR) 145 (Yosemite Avenue) as Downtown Main Street

RECOMMENDATION:

That the City Council review the information provided as an update to the TRANS-09 Capital Improvement Plan project on the Sustainable Communities Grant Program through the California Department of Transportation (CalTrans).

SUMMARY:

The City received a preliminary award of \$272,672 through the Sustainability Communities Grant Program and a Notice to Proceed in May of 2018. The Grant Program is administered by CalTrans. The subject of the City's project is a planning effort focused on State Route (SR) 145 (Yosemite Avenue) as a Downtown Main Street. The project seeks to address the transportation deterioration and inefficiencies along SR 145 through the downtown corridor in an effort to improve multi-modal transportation at its key City Center. The goal is to reduce congestion, vehicle miles traveled by City residents, reduce greenhouse gas emissions and ultimately make adjacent properties in the vicinity a more attractive destination to live, work and play. The project area is generally along SR 145 in the City of Madera, intersected by High Street to the east, H Street to the west. It also includes parallel streets to SR 145 between Fourth and Sixth Streets to the extent they may assist in achieving the goal of providing improved connectivity to Yosemite Avenue.

DISCUSSION:

Engineering

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

www.cityofmadera.ca.gov

The City of Madera entered into an agreement with CalTrans in May of 2018. The project team consisting of Jim Monreal, (Administrative Analyst-Engineering), Ivette Iraheta (Grants Administrator), Debra McKenzie (Program Manager – Grants), Amelia Davies (Associate Regional Planner – Madera County Transportation Committee-MCTC) and Jamaica Gentry (Transportation Planner, CalTrans District 6) held a project kick-off meeting on July 2, 2018.

Ms. Gentry is the Contract Manager for CalTrans and discussed the introductory implementation and procedural focus of the Grant. Ms. Gentry provided some expectations regarding the Grant as to invoicing and referred to the Restricted Grant Agreement (RGA) for eligible activities.

Mr. Monreal has been working on soliciting partners for the Project Steering Committee. The Steering Committee is comprised of stakeholders that represent sectors within the downtown area. A preliminary list of stakeholders is provided (**Attachment A**). The goal is to meet face to face quarterly or as needed. The list is being finalized and an initial meeting for the Steering Committee to meet with the Project Team is being scheduled. At that initial meeting, CalTrans will further define their role with the project along with reviewing expectations. At the same time, Mr. Monreal is creating the Request for Proposal (RFP) for a qualified consultant team to work with the City and lead us through the initial implementation of existing conditions and opportunities. As the City is working hand in hand with CalTrans with the SR 145, approval from CalTrans is needed throughout the process, including the list of Steering Committee members and ultimately, the Plan for SR 145 as a Downtown Main Street.

FISCAL IMPACT:

The Caltrans Sustainable Communities Grant award provides \$272,672 in funding to support the City's transportation planning activities. It requires a local match of \$35,328 in City resources, which can be provided from cash and in-kind sources.

There will be no impact to the City's General Fund.

VISION MADERA 2025 CONSISTENCY:

The Caltrans Sustainable Communities Grant supports the objectives of **Strategy 115** by seeking sufficient economic resources to provide adequate City services and prepare for future growth and **Strategy 115.3** Seek and retain grants.

Attachment A

SR 145 (Yosemite Avenue) as Downtown Main Street

Preliminary Steering Committee

CalTrans, District 6

Madera Chamber of Commerce

California Rural Legal Assistance

Madera County Transportation Commission

City of Madera Neighborhood Revitalization

Madera Arts Council

NAACP

Madera County Department of Social Services

Leadership Council for Justice and Accountability

Camarena Health Centers

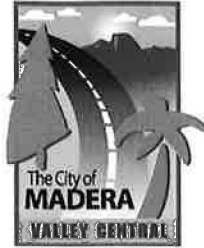
Pequenos Futuros Empresarios

Madera County Department of Public Health

First 5 Madera County

Downtown Madera Business Owner(s)

REPORT TO THE CITY COUNCIL



Return to Agenda

COUNCIL MEETING OF:
September 5, 2018

AGENDA ITEM NUMBER:
E-2

Approved By:

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

COMMUNITY DEVELOPMENT DIRECTOR
FOR THE CITY ADMINISTRATOR

SUBJECT: Direction to Staff Regarding Setting a Date for Discussion of Items Related to the Water Enterprise Fund

RECOMMENDATION:

Staff recommends that the City Council direct staff to schedule a discussion item focused on issues related to the water enterprise fund at either the October 17, 2018 regular meeting or at a special meeting on a date to be identified by the Council.

SUMMARY AND DISCUSSION:

Two separate but related items associated with the water enterprise fund are ready to be scheduled for review and discussion by the Council, as follows:

- Presentation and discussion of the Updated Water Enterprise Revenue Requirements and Financial Plan prepared by Raftelis Financial Consultants. Raftelis will present an update to the analysis and financial plan originally completed for the water enterprise fund in 2015. An agreement between the City and Raftelis to complete this work was executed in May of this year.
- Status update and Council direction on water conservation revenues and related expenditures. An update will be provided describing revenues collected and expenditures made to date. Prospective projects and programs that have tentatively been identified for funding in the future, pending direction from the Council, will also be discussed.

Staff and the consultant (Raftelis) will be prepared to present the items described above at the October 17th Council meeting. However, based on recent interest in these topics, the discussion may take considerable time in comparison to more routine agenda items. For this reason, the Council may wish to schedule a special meeting to focus on these two matters. If Council should prefer to schedule a special meeting rather than including this item on the October 17th regular meeting agenda, here are some suggested dates for such a meeting based, on the consultant's availability:

◆Thursday, October 18

◆Tuesday, October 23

◆Thursday, November 8

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

This project supports the realization of vision statements for "Good Jobs and Economic Opportunity", in which Madera is envisioned with a strong and diverse economy, supporting the local tax base and essential community services that provide living wage opportunities for all its community members.

FISCAL IMPACT:

Potential fiscal impacts to the water enterprise fund will be included in the discussion of the items described above.