

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

REVISED NOTICE AND AGENDA

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

Council Chambers
City Hall

CALL TO ORDER

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

INVOCATION: Mr. Alan Shearer, St. Joachim Church

PLEDGE OF ALLEGIANCE:

PUBLIC COMMENT:

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

A. WORKSHOP

A-1 Discussion and Request for Direction Regarding the Draft City of Madera Landscape and Irrigation Ordinance (Report by Dave Merchen)

B. CONSENT CALENDAR

B-1 Minutes – 11/18/15, 6/01/16

B-2 Information Only – Warrant Disbursement Report

B-3 Consideration of a Resolution Adopting the City of Madera Conflict of Interest Code and Repealing Resolution No. 14-158 and All Resolutions in Conflict Herewith (Report by Sonia Alvarez)

- B-4 Consideration of a Minute Order of the Council of the City of Madera, California Authorizing the Acceptance of a National Insurance Crime Bureau Vehicle Donated to the Madera Police Department and Authorizing the Chief of Police to Execute all Documents Necessary to Accept the Donation (Report by Steve Frazier)
- B-5 Consideration of a Resolution of the City Council of the City of Madera, Approving a Triennial Disadvantaged Business Enterprise (DBE) Goal of 13% for Federally-Funded Transit Projects, FFY 2016/17, 2017/18, and 2018/19 (Report by Keith Helmuth)
- B-6 Consideration of a Resolution Approving an Agreement with Live Oak Associates, Inc. for On-Call Professional Environmental Services to the City of Madera for Routine Maintenance of City-owned Bridges along the Fresno River (Report by Keith Helmuth)
- B-7 Declaration of Surplus Property (Report by Becky McCurdy)
- B-8 Consideration of a Resolution Approving Award of the Agreement for Landscape Maintenance Services for Downtown, Median Islands and City Facilities in the Amount of \$176,640.00 to Evergreen Lawn Care & Maintenance, Inc. and Authorizing the Mayor to Execute the Agreement on Behalf of the City (Report by John Scarborough)
- B-9 Consideration of a Resolution Authorizing Amendments to the FY 2016-2017 Budget Appropriating \$26,592.04 from the Funds Designated for Golf Course Emergency Repair Account to Capital Outlay Equipment Replacement in the Golf Course Fund for Repairs to the Golf Course Water Well (Report by Mary Anne Seay)
- B-10 Consideration of a Resolution Approving an Agreement between the City of Madera and Kings View - Skills4Success Program for Occupation and Use of Facilities at the John W. Wells Youth Center and Authorizing the Mayor to Execute the Agreement on Behalf of the City (Report by Mark Etheridge)
- B-11 Consideration of a Resolution Ratifying and Approving an Agreement with Madera County to Provide Dial-A-Ride Transit Services to County Residents for Fiscal Year 2016-17 and Authorizing the Mayor to Execute the Agreement on Behalf of the City (Report by Ivette Iraheta)
- B-12 Consideration of a Resolution Approving an Agreement with RNL Interplan, Inc. for Professional Architectural and Engineering Services to the City of Madera for Construction of the New Transit Operations Facility Project (Report by Keith Helmuth)
- B-13 Consideration of a Resolution Approving an Agreement between the City of Madera and Thales Consulting, Inc. to Prepare and File the City's Financial Transactions Report, the Financing Authority Special District Report, and the Annual Transit Report for FY 15/16 and Authorizing the Mayor to Execute the Agreement (Report by Tim Przybyla)
- B-14 Consideration of a Resolution Approving an Agreement to Forego Exchange of Property Tax Revenues Between the County of Madera and the City of Madera for the Madera Unified School District Annexation (Report by David Merchen)

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

- C-1 Consideration of a Resolution Approving an Application to Transfer Interest in Card Room Operations License (Report by Tim Przybyla)

D. WRITTEN COMMUNICATIONS

- D-1 Consideration of a Written Request by the Original Madera Kiwanis Club Seeking Council Approval to Cover the Cost of Police and Public Works Fees in Conjunction with the Old Timers Day Parade (Report by Steve Frazier)
- D-2 Consideration of a Written Request by the Madera High School Seeking Council Approval to Cover the Cost of Police and Public Works Efforts in Association with Their Homecoming Parade (Report by Steve Frazier)
- D-3 Presentation by David Hale Representing the Madera Oversight Coalition on the Austin Quarry Proposed at the Intersections of State Routes 145 and 41
- D-4 Request from the Housing Authority of the City of Madera for a Letter in Support of the Pomona Ranch (Linda Shaw)

E. ADMINISTRATIVE REPORTS

- E-1 Weekly Water Conservation Report for August 22nd through August 28th

And

Consideration of a Resolution Approving an Increase in the Amount of Rebate Awards for Water Conservation Measures (Report by Dave Randall)

- E-2 Discussion and Request for Direction on Use of Mello Roos Financing Tools (Report by David Tooley)
- E-3 Request for Direction on Council Participation in Old Timers Day Parade

And

Consideration of a Minute Order Authorizing the Mayor to the Sign Hold Harmless Agreement or Related Documents (Report by Sonia Alvarez)

F. COUNCIL REPORTS

G. CLOSED SESSION

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

Lesa Chambers WCAB No. ADJ 9999708
- G-3 Conference with Legal Counsel – Anticipated Litigation. Significant exposure to litigation pursuant to Government Code §54956.9(d)(2): 1 case
- G-4 Closed Session Report – City Attorney

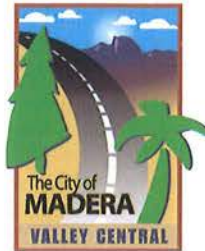
ADJOURNMENT – Next regular meeting September 21, 2016

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


Sonia Alvarez, City Clerk

REPORT TO THE CITY COUNCIL



Return to Agenda

COUNCIL MEETING OF
September 7, 2016

Agenda Item No. A-1

Approved By:


COMMUNITY DEVELOPMENT DIRECTOR


CITY ADMINISTRATOR

WORKSHOP

SUBJECT: Discussion and Request for Direction Regarding the Draft City of Madera Landscape and Irrigation Ordinance

RECOMMENDATION:

It is recommended that the City Council discuss the draft landscape and irrigation ordinance and provide direction to staff regarding the preferred scope of the ordinance and subsequent actions related to consideration and possible adoption of the ordinance.

SUMMARY:

In response to ongoing drought conditions, the State of California adopted rigorous requirements in 2015 which limit the type and amount of landscaping that may be installed and how it can be irrigated. A City ordinance has been prepared to implement the state requirements, a draft of which was reviewed by the Planning Commission in June. Though the Commission was generally receptive to most elements of the proposed ordinance, significant objections were raised by Commissioners regarding a requirement that would make renovated landscaping projects subject to the new requirements. Based on these concerns, the Commission recommended denial of the ordinance as drafted.

At the workshop, staff will provide background regarding the State requirements and the elements contained in the draft City ordinance. Staff is requesting feedback from the Council on the preferred scope of the ordinance and subsequent actions related its consideration and possible adoption.

DISCUSSION:

The State of California's requirements for landscaping and irrigation are intended to reduce the amount of water utilized for landscape irrigation. Projects adding more than 500 square feet of landscaping are subject to State regulations. The City does not have the ability to set aside these requirements or to adopt standards which are less intensive than those identified in the State's Model Ordinance.

In order to comply with the new requirements, new landscaping must transition from traditional styles which have a heavy focus on high water use natural turf to drought tolerant and xeriscape styles which have little or no natural turf. The proposed ordinance is intended to insure that while this transition is occurring, landscaped areas continue to contribute positively to the visual and design character of the community. For instance, while a residential front yard consisting entirely of hardscape (i.e. concrete, rock, etc.) or compost would achieve goals for drought tolerance, such a design is less likely be viewed as aesthetically pleasing or as helping to maintain the highest possible property values within a neighborhood.

Applicability of New Ordinance

The scope of the proposed landscape ordinance and the permit requirements specified therein were at the forefront of the Planning Commission's deliberations in June. As drafted, the new requirements would apply to landscaping proposed or installed when any of the following events occur:

1. A new single family home or multi-family home is proposed.
2. The approval of a Site Plan Review application is required pursuant to §10-3.4.0102 of the zoning code for any new multiple family, commercial, industrial, or institutional construction project.
3. A building permit for a new swimming pool is proposed.
4. *More than 500 square feet of new landscaping is proposed to be added or more than 500 square feet of existing landscaping is proposed to be renovated.*

Of note, the first 3 "triggers" described above reflect requirements of State law. The "trigger" described in the 4th item, renovating existing landscaping, is not mandated under State law.

Renovated Landscaping


The minimum requirements of the State Model Ordinance require compliance whenever 500 square feet or more of landscaping is installed in conjunction with some kind of permit (building, land use, etc.). The State requirements do not automatically apply to landscape renovation projects (changing-out existing landscaping) because no permit is traditionally required. As such, any ordinance adopted by the City need not make such landscaping, when it occurs without a permit, subject to new requirements. There are reasonable arguments both for and against making renovated landscaping subject to new drought tolerant design requirements.

Support for the inclusion of renovated landscaping within the scope of the proposed ordinance focuses on the benefit of treating all landscaping installations equitably and furthering the City's long-term water use reduction goals. These arguments are balanced against concerns regarding limited enforcement ability, over regulation, and the desire to retain traditional design values in established neighborhoods. The costs associated with the new requirements, including components such as mandatory irrigation controllers and pressure regulators, may be disproportionately impactful to lower income residents and, in general, could have a dampening effect on homeowners' ability and/or desire to make investments in their yards.

Landscape and Irrigation Permit Requirements

The proposed ordinance calls for the submittal of a landscape and irrigation permit for new or renovated landscaping in conjunction with the events described. The permit would be reviewed by the Planning Department for compliance with the City's landscape standards prior to issuance. Inspections may be completed before and/or after issuance to verify the application materials and the results of the installation. The ordinance calls for the landscape standards, and the permit fee, to be set separately by resolution of the City Council.

Landscape Standards

As noted above, the proposed ordinance calls for landscape standards to be established separately by resolution of the City Council. A set of draft standards is included with this report. Key elements of the draft landscape standards are summarized below. Features specifically required per State model ordinance are noted with the symbol - :

1. All landscaping on a parcel is subject to permit requirements, including rear yards. 🌹
2. Landscaping with more than 2500 square feet of greenscape requires the submittal of a detailed package prepared by a landscape architect. 🌹
3. Landscaping with less than 2500 square feet of greenscape may qualify for a streamlined permit that does not necessarily require a landscape architect. 🌹
4. For streamlined permits, a maximum of 25% of total landscape area (front & rear yards combined) may be planted in grass. 🌹
5. A minimum of 50% of residential front yards must be greenscape-planter area. The remainder may be hardscape.
6. Planter beds must be mulched 3" deep. 🌹
7. Planter beds must be planted to achieve 50% coverage at maturity.
8. One street tree plus one additional tree is required for residential parcels.
9. No bare dirt areas are allowed in areas visible from public areas and surrounding properties.
10. Automatic irrigation controllers using evapotranspiration or soil moisture sensor data are required, along with pressure regulators and manual shut off valves. Low flow irrigation is required within planting beds. 🌹

Subsequent Actions

Council may provide any direction to staff it deems appropriate. Three potential actions are outlined as follows:

- Discontinue work on a local ordinance and simply implement the State's Mandatory requirements. No minimum design criteria would apply.
- Schedule a public hearing and introduction of the landscape ordinance with any changes the Council may identify as desirable.
- Return the matter to the Planning Commission with any changes the Council may identify as desirable.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Strategy 434 - Ensure continued water supplies to meet the demands of all Maderans through innovative reclamation, conservation and education on water-use.

FINANCIAL IMPACT:

The ordinance calls for a fee to be set by the City Council for any permit which is required. The financial impact will be determined based on the amount of the fee in relation to the cost of processing the permit. Additional information regarding fees and costs will be brought before the Council if it wishes to further consider the landscape ordinance.

CHAPTER 10: Landscaping

§ 9-10.01 PURPOSE/SCOPE.

It is the purpose and intent of the Madera City Council, through the adoption of this chapter, to establish permit requirements and standards for the installation of landscaping in the City of Madera as a mechanism to conserve water and protect residential and non-residential properties from becoming blighted through the absence of appropriate landscape and irrigation materials and equipment.

§ 9-10.02 PERMIT REQUIRED.

A Landscape and Irrigation Permit shall be obtained from the City prior to the installation of any landscaping when any of the following events occur:

(A) A new single family home or multi-family home is constructed on any parcel. A Landscape and Irrigation Permit shall be submitted and approved prior to the issuance of any building permit for a single family or multi-family home.

(B) Site Plan Review is required pursuant to §10-3.4.0102 of the zoning ordinance for any new multiple family, commercial, industrial, or institutional land use or construction project. A Landscape and Irrigation Permit shall be submitted and approved prior to the issuance of any building permit for any improvement authorized by Site Plan Review. If no building permit is required, a Landscape and Irrigation Permit shall be submitted and approved prior to the commencement of the use for which Site Plan Review is required.

(C) More than 500 square feet of landscaping is proposed to be added or more than 500 square feet of existing landscaping is proposed to be renovated. A Landscape and Irrigation Permit shall be submitted and approved prior to the removal of any existing landscape material or the installation of new landscape material.

(D) A building permit for a new swimming pool has been approved. A Landscape and Irrigation Permit shall be submitted and approved prior to the issuance of any building permit for a new swimming pool.

§ 9-10.03 LANDSCAPING AND IRRIGATION STANDARDS.

All landscaping installed pursuant to a landscape and irrigation permit shall conform to the City's Landscaping and Irrigation Standards, which shall be adopted by resolution of the City Council and may be amended from time to time.

§ 9-10.04 APPLICATION.

(A) Applications for a Landscape and Irrigation Permit pursuant to this Chapter shall be made to the Planning Department on a form provided by the Planning Manager prior to the removal of existing landscape material or the installation of new landscape material.

(B) The Planning Manager may require a Landscape and Irrigation Permit application to include such information and supporting data as he considers necessary to process the application. An applicant requesting the issuance of a Landscape and Irrigation Permit shall, at a minimum, provide the following information:

- (1) Name and Contact Information for the Owner and the Applicant for the Permit;
- (2) Calculations of minimum and maximum Greenscape and turf areas;
- (3) A landscape plan, drawn to scale, showing lot size, structures and other non-landscape features, planter beds, turf, and hardscape areas.

(C) The Planning Manager shall review the application and may reject it if it is incomplete or inaccurate for processing.

§ 9-10.05 FEES.

Fees to be imposed for the filing and processing of each application shall be as prescribed by resolution adopted by the City Council. No such application shall be deemed complete unless it is accompanied by the current filing and processing fee.

§ 9-10.06 REVIEW AND DETERMINATION.

The Planning Manager shall review the Landscape and Irrigation Permit application and determine whether such application is in compliance with the City's Landscape Standards in all respects. Applications that are determined to be compliance shall be approved. Except as authorized under Section 9-10.07, applications which are not in compliance with the City's Landscape and Irrigation Standard shall be denied.

§ 9-10.07 CONDITIONS AND MODIFICATIONS.

The Planning Manager may impose any reasonable conditions and/or modifications upon any application as deemed necessary to bring the application and subsequent permit into full compliance with the City's Landscape and Irrigation Standards.

§ 9-10.08 INSPECTION.

The Planning Manager or his designee may, at his discretion, inspect the site which is the subject of the Landscaping and Irrigation Permit, to determine the accuracy of the application materials prior to making his determination. The Planning Manager may also choose, at his discretion, to inspect the site after the completion of the work undertaken pursuant to said permit to determine the conformance of the work to the application materials and any conditions established therewith.

§ 9-10.09 APPEAL.

Any person aggrieved by the decision of the Planning Manager may appeal such decision to the Council as provided in § 1-4.01 of this code.

LANDSCAPE AND IRRIGATION STANDARDS

A. Applicability

The landscape and irrigation standards shall apply to landscaping proposed or installed when any of the following events occurs:

1. A new single family home or multi-family home is proposed;
2. The approval of a Site Plan Review application is required pursuant to §10-3.4.0102 of the zoning code for any new multiple family, commercial, industrial, or institutional construction project;
3. More than 500 square feet of new landscaping is proposed to be added or more than 500 square feet of existing landscaping is proposed to be renovated;
4. A building permit for a new swimming pool is proposed.

B. Permit Required.

No landscaping shall be added or installed on any lot when any of the events described in Section A occurs, until such time as a Landscape and Irrigation Permit has been issued by the City.

C. Greenscape and Hardscape

New landscaping will need to include healthy, drought tolerant plant materials, and most landscapes will necessarily consist of a combination of plants and non-vegetative ground cover (rock, bark, concrete). The City's landscape standard uses the following terms:

1. Greenscape: Those areas in a yard or landscape area that will be irrigated and are intended for the growing of grass, trees, and other vegetative material in planter beds (shrubs, flowers, etc.).
2. Hardscape: Those areas in a yard or landscape area that will not be irrigated and are designed to be permanently covered in bark, rock, concrete, or other non-vegetative material.

D. Landscape Areas Subject to the Standard and Permit Requirements

The water efficient landscaping requirements adopted by the State of California mandate that water usage for all landscaping on a parcel be evaluated. For this reason, all landscape and irrigation permit applications will need to show how the entire parcel (or group of parcels) will be landscaped. For residential lots, this includes front, back, and side yards. For commercial areas, this includes all street frontages, building frontages, parking areas, and other areas in which landscaping is proposed or required.

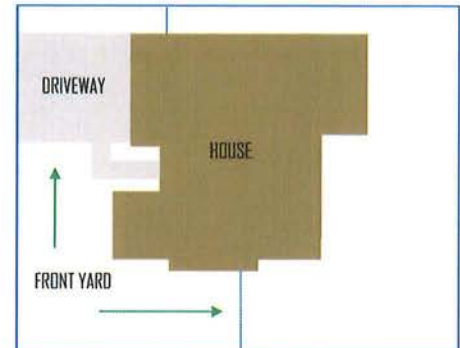
E. Preparation of Landscape and Irrigation Plan

The specific requirements for the preparation of a landscape and irrigation plan are based on how much greenscape area, as described above, is proposed. Greenscape area excludes all structures and hardscape area. A sample worksheet for calculating greenscape area on a single family residential lot is included as Appendix A to these Landscape and Irrigation Standards.

1. Parcels with 2,500 square feet of landscaping (greenscape) or less. Owners may utilize a streamlined permit and self-certification process - or – they may choose to hire a landscape architect to develop and submit a full custom landscape and irrigation application package.
2. Parcels with more than 2,500 square feet of landscaping. A landscape and irrigation package and permit must be submitted by a landscape architect demonstrating compliance with the State of California’s water efficiency requirements.

F. Minimum Greenscape Area Required

1. Single Family and Two-Family Residential Uses and Parcels. At least 50% of each front yard must be greenscape, regardless of whether an applicant is using the streamlined permit or hiring a landscape architect to prepare and submit a custom package. For the purpose of calculating minimum greenscape area, the front yard is considered to be everything between the street/sidewalk and the fence that separates the front yard from the back yard. Only the part of the front yard on widest side of the driveway needs to be considered. There is no minimum greenscape requirement in the backyard.



2. Commercial, Industrial, Institutional, and Multi-Family Residential (3 units or greater) Uses and Parcels. Due to the significant variation in possible landscape areas for these uses, the specific requirements for greenscape will be set through the Site Plan Review process, including those areas within street frontages, park strips, parking lot landscaping, and other active and passive open space areas.
 - i. The addition or installation of 500 square feet or more of landscaping on a parcel for which the approval of a Site Plan Review application is not otherwise required, shall first require the approval of a “Minor Site Plan Review” by the Planning Department.

G. Planter Bed Areas Within Greenscape Areas

Any required greenscape area which is not turf or grass (see Sections J and K discussing grass and turf) shall be installed as a planter bed, which is irrigated and intended for growing vegetative material.

H. Planter Bed Requirements

1. Planter beds must be mulched to a minimum depth of 3” with either organic or inorganic material (such as gravel). Inorganic materials such as gravel or rock shall be natural in color and type. Colored or dyed non-natural products including lava rock will be rejected.
2. Plants must be planted to achieve 50% coverage within the planting bed at maturity. Refer to the City’s menu of drought tolerant plants for plant coverage criteria. Owners selecting species not included in the City’s menu will need to specify coverage and spacing for those plants.
3. A minimum of 3 plants must be planted within a defined planting bed.

4. All plants required to achieve the coverage specifications in this section shall be perennial species. Annuals may be added as desired by the homeowner, but they shall not be counted towards the required plantings.

I. Required Trees.

1. Single Family and Two-Family Residential Uses and Parcels. A minimum of one street tree shall be provided along each frontage. One additional tree shall be planted in the front yard.
2. Commercial, Industrial, Institutional, and Multi-Family Residential (3 units or greater) Uses and Parcels.
 - i. Street Frontage: One street tree is required for each thirty (30') lineal feet of street frontage on all street.
 - ii. Parking Lot and Other Areas: As set through the Site Plan Review process.

J. Natural Grass or Turf

1. Steamlined Permit: A maximum of 25% of the total greenscape area on the parcel may be planted in grass or turf. For residential lots, owners must decide where to install this turf, as the maximum allowable will generally not allow turf in both the front and back yard.
2. Custom Plan Submittal: A landscape architect must calculate the amount of allowable turf depending on the overall design and how much water is being used.

K. Artificial Turf Standards and Limitations

Artificial or synthetic turf may be an appropriate substitute for natural turf for the purposes of water conservation. The following minimum standards must be observed in all artificial turf installation projects.

1. Where artificial turf is installed as a component of landscaping which is visible to the public, a minimum of 25% of the landscape area must be planted as planter bed as described above.
2. Artificial turf shall be installed and maintained to effectively simulate the appearance of a well-maintained lawn.
3. Artificial turf shall have an unfilled minimum face weight of 45 ounces per square yard.
4. Turf shall be installed by a licensed contractor over a minimum 3" sub-base of compacted aggregate material.
5. Turf shall have a minimum eight-year manufacturer's warranty.
6. Rubber infill made from old tires is not acceptable for use as infill for artificial/synthetic turf.

7. Artificial turf shall be installed in combination with only natural plant materials (i.e. trees, shrubs or groundcover) to enhance the overall landscape design.
8. Artificial turf must be natural in appearance and color.
9. Pile height must be between 1¼ and 2 inches and must be installed in a manner where the top of piles are not flush with adjacent surfaces; a minimum height of ½" above adjacent surfaces is required.
10. Artificial turf must be installed in a manner where there are no visible seams, patterns or change in color. Seams shall be installed per manufacturer's standards which may include glue, sod-staples or other methods of attachment to prevent future separation.
11. The Artificial turf area shall be kept free of weeds, debris, tears, stains, holes, mildew and impressions. When artificial turf reaches the end of its lifespan and no longer appears natural in color and appearance, or has suffered irreparable damage or wear, the turf must be replaced.
12. Inspection by City Staff is required upon installation to ensure compliance with standards. The City of Madera reserves the right to require removal and/or replacement of any area of artificial turf which does not meet these standards.

L. Bare Dirt Areas

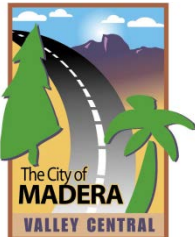
Within areas visible from surrounding properties and roadways (including the front yards in all single family and 2 family lots), bare dirt areas are not allowed. All such areas need to be covered with hardscape, planter beds, turf, or a 3" (minimum) of organic or inorganic material, such as rock or bark.

M. Special Irrigation System Requirements

1. The State requirements specify that automatic irrigation controllers must be installed and they must use evapotranspiration or soil moisture sensor data. Controller must also be of a type that does not lose programming date in the event the primary power source is interrupted.
2. Pressure regulators shall be installed on the irrigation system to ensure the dynamic pressure of the system is within the manufacturers recommended pressure range.
3. Manual shut-off valves (such as a gate valve, ball valve, or butterfly valve) shall be installed as close as possible to the point of connection of the water supply.
4. Low flow irrigation is required within planting beds, utilizing any system desired by the owner as long as it delivers a maximum of 10 gallons per hour. Drip and micro spray techniques are common.

Appendix A

Single Family Lot - Greenspace Calculation				
		Length	Width	Sq. Ft
1	Lot Size	100	50	5000
2	Home foot print	40	30	1200
3	Garage	20	20	400
4	Driveway	20	20	400
5	Front porch	10	5	50
6	Back patio	25	10	250
7	Front walkway	5	20	100
8	Other walkways			0
9	Non-irrigated side yard	5	50	250
10	Other _____			0
11	Other _____			0
12	Other _____			0
13	Sub-total Greenspace	#1 Minus #2 - #12		3650
14	Non-irrigated hardscape	20	10	200
15	Total Greenscape area	#13 Minus #14		3450



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

**November 18, 2015
6:00 p.m.**

**Council Chambers
City Hall**

CALL TO ORDER

The regular meeting for 11/18/15 was called to order by Mayor Poythress at 6:00 p.m.

ROLL CALL:

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

Absent: Council Member Derek O. Robinson Sr.

Others present were City Administrator David Tooley, City Attorney Brent Richardson, City Clerk Sonia Alvarez, Director of Community Development David Merchen, Director of Financial Services Tim Przybyla, City Engineer Keith Helmuth, Public Works Operations Director David Randall, Chief of Police Steve Frazier, Director of Parks and Community Services Mary Anne Seay, Director of Human Resources Wendy Silva, Chief Building Official Steve Woodworth, Information Services Manager Ted Uyesaka, Planning Manager Chris Boyle, and Commander Dino Lawson.

INVOCATION: Pastor Fred Thurman, New Life Assembly

The invocation was given by Pastor Roger Leach, Valley West Christian Center, due to the absence of Pastor Fred Thurman.

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

PUBLIC COMMENT:

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

No comments were offered.

PRESENTATIONS

- 1. Recognition of Sherman Thomas Charter High School Students Red Ribbon Week Pledge**

Lynette Jacobson with Sherman Thomas Charter School thanked the Council for allowing them to be a part of tonight's meeting. She stated that she is so proud of their students and their staff for making this effort for this pledge and this commitment that they had through the Red Ribbon Week which was during the very last week in October. She thinks that their students should be commended on that courage that they took to stand and to get together in assembly and be in that civic minded mode. She noted that she just wants to address her students. Present with her is Mrs. Jessica Montemayor, their principal. Ms. Jacobson noted that Mrs. Montemayor has been behind them with these efforts through the Student Council. She then named the Student Council members present are Natalie Serna, Brandon Garcia, their President Jazmin Lopez who will be talking about what they did during that week and then the presentation of the pledges, and Emily Scriven. Also present is their Director Mr. Roger Leach and a couple of parents and supporters.

Jazmin Lopez, Student Body President at Sherman Thomas Charter High School, stated that it is a great pleasure and honor to be here as a guest representing her high school. She noted that Mrs. Jacobson is correct. During their Red Ribbon Week, on Wednesday, October 28th, they had an all school assembly. She advised that the assembly lasted for about an hour and included guest speakers and an appearance of the D.A.R.E. (Drug Abuse Resistance Education) car that sparked the saying "We Dare You to Be Drug Free." They then divided students into four break sessions and one of them discussed who they will call if they were in any such situation. She provided them hotline numbers. Another session brainstormed activities that did not include tobacco, drugs, or any form of alcohol or any drugs. There was also a session that explained what to do if you, or a loved one, or a friend were in any situation with that also. She added that there was also one that let students have a chance to explain and talk about their experiences with their peer group. Ms. Lopez stated that it turned out to be a very great act of awareness for their students to make a stand and to know that they are not alone in any situation, and that they need to know that they have people in places that will help them no matter what they are going through and that they will stick with them. Ms. Lopez stated that they, at Sherman Thomas Charter High School, in this great City, have stated that for sure they want to make a difference.

The pledges were presented to Mayor Poythress.

Mayor Poythress thanked them for the pledges. He stated that this is a wonderful thing at their age to be setting the standard that they have set and to provide that leadership. He noted that often times he will ask if there are any leaders in the room and maybe a few hands will go up but really, everybody that influences one person is a leader. He added that by signing these pledges, along with their fellow classmates, they are definitely setting the standard. People are watching them whether they know it or not. He acknowledged their great effort and asked that they remember that people are watching. He encouraged them to keep up the great work.

Mayor Poythress presented the proclamation to the Student Council regarding the National Red Ribbon Week campaign and recognized them for the students' pledge to be drug free, alcohol free, and tobacco free. The proclamation further commended them for their commitment to their peers and their community as a whole in support of positive living.

2. Proclamation Recognizing the 6th Annual Homeless Awareness Day and Video Presentation by CAPMC

Mayor Poythress stated they have representatives present this evening and they will be watching a video to learn about this great effort. He advised that the day actually occurs on November 20th, which is Friday.

Gabriela Salazar with the Madera County Homeless Coalition stated with her is Perla Erigio, Elizabeth Wisener, Jeannie Stapleton, and Paul Yankey who is the creator of the video they will be watching.

Ms. Salazar stated that this group before them represents some of the members of the Madera County Homeless Coalition. She advised that without the City's support to CAPMC (Community Action Partnership

of Madera County) with a community development grant, CAPMC would be unable to support events like this. She added that without the CDBG (Community Development Block Grant) funding, CAPMC would also be unable to oversee the Madera County Homeless Coalition. They want to say thank you for that and take the time to do so here.

Ms. Salazar added that in support of November 14th through the 22nd being National Hunger and Homelessness Awareness Week, they have planned to host their 6th Annual Homeless Awareness Day scheduled Friday, November 20th. Ms. Salazar stated that this is a national movement in which the week before Thanksgiving a number of schools, communities, and cities take part in the nationwide effort to bring greater awareness of the problems of hunger and homelessness. She added that this is a time for all of them to reflect and to start thinking about what they are thankful for, a perfect time to share their compassion with their neighbors who are experiencing homelessness, and work towards a world where no one has to experience hunger or homelessness.

Ms. Salazar advised that the last Homeless Point-In-Time Count was conducted January 27th. She noted that they were actually here to present on that. The tally count enumerated 188 homeless individuals throughout the County of Madera, 132 were from the City of Madera, 13 were from Chowchilla; and 43 were from Eastern Madera County. Of those 132: 7 were from District 1; District 2 had a total of 0, District 3 had a count of 20, District 4 had a count of 31; District 5 had a count of 45; and District 6 had a total of 29.

Ms. Salazar added that on November 20th, members of the Madera County Homeless Coalition and other community members will be going out to look for the homeless to show kindness by sharing food supplies and a hygiene kit with them to contribute to the National Social Movement. She noted that the National Coalition for the Homeless states that it is imperative to dispel myths that label homelessness as someone else's problem or claim that an end to homelessness is impossible.

Ms. Salazar introduced Paul Yankey from the Department of Social Services (DSS) who prepared a short video from the 2015 Homeless Count that they would like to share. Mr. Yankey played the video.

Mayor Poythress thanked them for the presentation which was very well done. Mayor Poythress presented the proclamation to proclaim Homeless Awareness Day to be November 20, 2015 to Ms. Salazar.

Mayor Pro Tem Oliver asked how one might volunteer on National Homeless Day, time, place, anyone they can call.

Ms. Salazar stated they can volunteer by calling (559) 664-8212. They will be meeting at 8:30 a.m. on Friday at CAPMC located at 1225 Gill Avenue. They will have a morning kickoff and head to distribute the hygiene kits by 9:00 a.m.

Council Member Medellin referred to the numbers mentioned and asked out of the 188 countywide homeless, do they have a number on Veteran's and children.

Ms. Salazar responded not tonight. She can definitely get those numbers for him. They do have the numbers she just didn't bring them with her tonight.

Council Member Medellin stated his appreciation for their efforts and everything they have done to bring awareness.

A. WORKSHOP

There are no items for this section.

B. CONSENT CALENDAR

B-1 Minutes – There are no minutes for consideration.

- B-2 Information Only – Warrant Disbursement Report
- B-3 Consideration of a Resolution Approving Award of Agreement for Professional Engineering Services – Urban Water Management Plan, RFP No. 201516-06 to the Most Responsive and Responsible Bidder, Provost & Pritchard Engineering Group, Inc. dba Provost & Pritchard Consulting Group, in the Amount of \$47,082 plus 10% Contingency and Authorizing the Mayor to Sign the Agreement on Behalf of the City (Report by Dave Randall)
- B-4 Consideration of a Resolution Consenting to the Inclusion of Properties within the Territory of the City in the CSCDA Open Pace Programs; Authorizing the California Statewide Communities Development Authority to Accept Applications from Property Owners, Conduct Contractual Assessment Proceedings and Levy Contractual Assessments within the Territory of the City; and Authorizing Related Actions (Report by Sonia Hall)
- B-5 Consideration of a Resolution Approving Funding Amendments to the City of Madera Fiscal Year 2015/16 Budget for the Transit Security and Passenger Enhancement Project (Trans-6) and to Transfer Funds from the Fixed Route Fund to Intermodal Building Operations (Report by Sonia Hall)
- B-6 Consideration of a Resolution Amending the City of Madera Classification Plan and Setting the Rate of Compensation for Certain Classifications (Report by Wendy Silva)
- B-7 Consideration of a Resolution Ratifying and Approving a Security Agreement between the California Commission on Peace Officer Standards and Training and the City of Madera for POST Entry-Level Law Enforcement Test Battery Security Agreement (Report by Steve Frazier)

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

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

RES. NO. 15-225 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING AGREEMENT WITH PROVOST & PRITCHARD ENGINEERING GROUP, INC. DBA PROVOST & PRITCHARD CONSULTING GROUP TO PROVIDE PROFESSIONAL ENGINEERING SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE AGREEMENT ON BEHALF OF THE CITY OF MADERA

RES. NO. 15-226 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA CONSENTING TO THE INCLUSION OF PROPERTIES WITHIN THE TERRITORY OF THE CITY IN THE CSCDA OPEN PACE PROGRAMS; AUTHORIZING THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY TO ACCEPT APPLICATIONS FROM PROPERTY OWNERS, CONDUCT CONTRACTUAL ASSESSMENT PROCEEDINGS AND LEVY CONTRACTUAL ASSESSMENTS WITHIN THE TERRITORY OF THE CITY; AND AUTHORIZING RELATED ACTIONS

RES. NO. 15-227 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING FUNDING AMENDMENTS TO THE CITY OF

MADERA FISCAL YEAR 2015/16 BUDGET FOR THE TRANSIT SECURITY AND PASSENGER ENHANCEMENT PROJECT AND INTERMODAL TRANSIT CENTER REPAIRS

RES. NO. 15-228 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING THE EMPLOYEE CLASSIFICATION PLAN ADOPTED BY RESOLUTION NO. 00-13 AND SETTING THE RATE OF COMPENSATION FOR CERTAIN CLASSIFICATIONS OF THE CITY OF MADERA**

RES. NO. 15-229 **A RESOLUTION RATIFYING AND APPROVING A SECURITY AGREEMENT BETWEEN THE CALIFORNIA COMMISSION ON PEACE OFFICER STANDARDS AND TRAINING AND THE CITY OF MADERA FOR POST ENTRY-LEVEL LAW ENFORCEMENT TEST BATTERY SECURITY AGREEMENT**

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

C-1 Consideration of a Resolution Changing the Drought Water Restriction Levels

Late distribution announcement - City Clerk Sonia Alvarez announced that pursuant to Government Code Section 54957, members of the public are advised that documents related to the following agenda item were distributed to the Council less than 72 hours before this meeting. For item C-1, which is being discussed at this time, subject matter resolution changing the drought water restriction levels, a second resolution was distributed to the Council this evening. Ms. Alvarez advised that extra copies are available at the podium for members of the public wishing a copy.

Mr. Randall indicated that once again they are going to be talking about water. Mr. Randall advised that the graph in front of them shows their water conservation efforts since June when the State implemented the 28% mandated reduction. He explained that the blue line is a weekly value of where they were in conservation, the red line is a cumulative balance going forward, and the dash line is the 28% goal line. As they see, the blue line, the first eight weeks they did quite well. It was summer. They had a lot of conservation going, the public got more in gear. They did exceedingly well but, then they can see the trend is at a drop down and it has become pretty sporadic here at the end. They might note that the latest number they have is 29%. When it is 15% the week before, you sort of wonder what changed. He noted that obviously, the largest impact is weather, precipitation because they are measuring their conservation between now versus 2013 so if it didn't rain then but it rained now and no one is watering, guess what, we did great. He commented that is why it seems so erratic here at the end but overall, they can see the trend is trending down.

Mr. Randall advised that the water conservation effort is based on three principles. He thinks they all recognize that education of the public is probably the most foremost. He added that there has been a very significant shift, he thinks, in California about sensitivity and understanding of this issue. He noted that there may be a lot of opinions and a little diversity but, it most certainly is something that people are paying attention to. He commented that locally they have done a lot of education a lot of different ways. They have done direct mailing. They obviously have website issues. They've put things in the water bill. There is signage they put up around town. They use social media, press releases. They do presentations at all the various events, the fairgrounds, the swap meet, the Pomegranate Festival; any place they can get a good crowd, neighborhood events. They have been trying to get that message out and people are fairly receptive to it. Most lately, they have been working on engaging the younger children and their parents at preschool and post school daycare centers. They hope that will have some additional effect. They also have a video being prepared. A quite good one he thinks. He advised that it should be released in the next coming days. He has seen the early drafts. They are glad that is another way they can try to get that message out.

Mr. Randall stated that the other part of the enforcement, he thinks has been fairly successful. He noted that the main shift enforcement was that they went from just a very sporadic more informational to a consistent enforcement effort. Rather than just having enforcement a few hours a day, it is 24/7. Their numbers are up; not dramatically. They do about 60/70 a week but, he thinks the most important thing is what they see is they are most all first time offenders. He stated that people aren't repeating. He commented that it might be the amount of the fines but nobody really wants to be the bad guy. Sometimes they just need a wakeup call.

Mr. Randall stated that it has been the City's pleasure to work together to try to also improve their own performance. He added that nobody likes it when they get called and they say, well why isn't the City taking care of that broken sprinkler, etc. They hear it time and time again. He noted that Parks has done just a wonderful job of really being responsive and really having an earnest desire to make that happen. Sometimes people don't realize the enormity of that task that Parks, as well as schools, have just an awful lot of landscaping to take care of. He noted that most people just think, well we've just got a few parks. Well no, we have a lot more. They have landscape districts. They have regular medians. There are over a couple hundred controllers that when they have to change something, it takes them three days just to go change those controllers. He stated that it is a very large effort but they do a really good job of trying to improve the City's standard; try to be a little better example for the community.

Mr. Randall referred to rebates. He stated, as they know, the Council authorized the rebates for the community. They have seen fairly good participation. He thinks by the end of the year, though, they will probably only be looking in the neighborhood of \$50,000. He noted that is going to leave quite a bit of money left over that they can look at reallocating in a different form of rebates maybe to some of the medians and work on some of the controllers so they can be smarter. They can look for some advantages there so they are looking to continue to have those incentives for people not just the disincentive of enforcement.

Mr. Randall stated that to try to change the public's awareness besides just all the social media that is going on, what the Governor does and everybody else that is involved, locally they have a really important role. He noted that it is something that they just have to have a consistent message where they paint a different vision of what they are. Before, a lot of their values have been quite different. They would look at a home with a nice green lawn or a business with a nice turfed area and that was a very stable and a very responsible person taking care of their premises and making it look better. He noted that as they are changing and they come up with phrases like, brown is the new green or gold, they really have to make those things real things that people can really buy into. Mr. Randall commented that if they (residents) don't believe that they can really adapt, that they can change, they are going to feel that sense of not needing to try and so far they have seen pretty good evidence that people aren't too pessimistic. He means, everybody has a different view and there are some naysayers but, overall, they have seen pretty good response from the community. He added that hopefully, with their believing, is at the end, we may not have that green lawn but we can still have an attractive neighborhood and business. That being more water conscience doesn't mean that we have to live weeds and dirt and asphalt and nothing else but that we can just do things differently. Mr. Randall commented that if you go to different environments, you go to Vegas, you are going to see things different. He believes that people are starting to believe that, the turf replacement rebates and some of the very good landscaping that has been done by some of the businesses here in town, PG&E's retrofit, Les Schwab, those have been things that have sort of said, ya we can do it this way. He commented that some of the rebates that will be in the video will show good examples of how people have really made their home very attractive.

Mr. Randall stated that the important thing, he thinks, is that they don't get into that place where it just becomes a regulatory burden that they have hoisted on the public that because somebody said so and they threatened us, we are going to do it because. He doesn't care how many enforcement people they get him, if the public isn't willing to comply, they are going to get around us one way or the other. As long as the City keeps their (the publics) goodwill and they are reasonable, he thinks they will continue to improve and be successful.

Mr. Randall stated that when they look at their water conservation, one of the things that most people understand now, but sometimes they have to remember, is the issue of why they use so much water generally, is landscaping. He thinks everybody realizes that now. He referred to the display and explained that it is one graph that shows the different type of uses that are available. He noted that it is based on new homes in California averaged over a year. He added that if they go different places they will get different numbers but generally, they see that ratio is pretty big that landscaping is around two-thirds or more of their water and that the non-landscaping is a pretty small part. He stated that is sort of the reason that they have been doing so well in the summer but then slacking off. He noted that summer landscaping maybe it is 70% of their water, 71%, 75%, somewhere in there but in the winter, landscaping, when people really start not watering, it becomes a very small part so the opportunity for them to make conservation becomes a lot more difficult. That is where they are sort of at now, as they see this trend dropped off, is that the opportunity of the low hanging fruit is not as easy. Trying to have that proportion when you are trying to save when it is mainly landscaping is easy. If they really were able to make 28%, they would have to eliminate almost all of their landscaping outdoor use and still increase their indoor conservation. Hopefully maybe they could but, it is a tall order.

Mr. Randall cited an example to just give them some scale idea. He advised that it is 170,000 gallons per month for water that would be used in a normal wintertime month even though they are not all the same, obviously, ebbs and flows, whereas in the summertime they are talking 400,000 to 500,000 billion gallons per month so that change is really significant to try to have that reduction. They sort of saw it in the graph there. Mr. Randall stated that what makes this even more complicated is the fact that landscaping, that they are trying to address, is really affected, obviously, by weather. They may have seen in a lot of their monthly reports that the bars, they really correspond to watering days and when they do have precipitation, they see significant changes. What that tells them is they are not 100% on automatic sprinklers, like himself, that drag a hose so when the weather is cold or raining, they don't go do it. They won't go outside so where the weather will really make a difference on is whether or not people are watering. He noted that El Niño sounds great but El Niño also means that it is going to be warmer this winter so they may see people actually watering if they don't get the precipitation. He commented that there are so many variables it is hard for anyone to forecast that. He stated that weather is difficult. Again, they are not measuring themselves against an overall average. They are measuring themselves against one particular year so what happened that year and what happened this year, it is hard to look at those differences.

Mr. Randall advised that the staff report is giving them three recommendations. The first one that staff would prefer is that they look at adopting a resolution that would implement utilizing drip systems only in the winter time for outdoor watering. He noted that the ordinance allows them by resolution to change the drought level water restrictions and this is one of them. One thing he really wants to stress before he really goes into those, the difference between those is that whenever they look at these different options, they have to look at what the potential consequences are because they are not just numbers, they are things that affect them. One of the things that he thinks the Council is aware of but sometimes they don't really stop and think about is that they have been in a drought for quite a long time and then now, they have been restricting water so their bushes and trees are really stressed, never mind the lawns. They have sort of said those are going. So when they continue to add restrictions, there is a potential of fatalities in landscaping that have significant costs. That can affect them most certainly in their parks, in their schools, in places. It is something that they worry about. It is not something that you just put some water on sometimes and it grows back. The problem they are having in California with the trees is the obvious same problem. The other thing they have to remember is that it is not always easy for people to comply. Sometimes it is a scale issue. Sometimes it is an economic issue. He advised that the school probably has more landscaping than anybody. The City, as he mentioned, has a large amount so for them to make those changes, it takes a lot of time. By the time you convert things to drip, it takes some time. It is not something you can really do in 30 days if you have 300 systems to work on. He added that individuals could have that problem and it usually costs money to change the way you are doing something, to do something a little more efficiently. He noted that the other thing they are all aware of is that there is potential for state actions that could occur is they are not successful. They have heard the threats. They have talked about them. They have seen the recent State action. They have fined some people. They haven't fined anybody in our area. They have fined anybody that looks like our profile and they haven't seen anything

that makes them think that they are likely at this point and time to incur those. They don't have any negative comments from the State and he thinks their good faith is working so far.

Mr. Randall stated that with those consequences in mind, if they look at the first recommendation, the idea of drip would increase or stabilize some of the conservation rates. He added that again, he doesn't think it is totally going to get them to that magic number but it would help. He advised that the provision allows watering to occur on any day. If they are on drip, they can drip on any day so they don't have to worry about whether they are odd or even or whatever. The other thing is by doing that, they are going to encourage people to invest in some different irrigation investments that not only are going to help them in the winter but particularly next summer. All indications are that the state is going to continue this mandate so having those drip irrigation in instead of spray irrigation and flood irrigation is going to really help them next summer as well if people install it that way. He noted that they do have rebates available for drip irrigation and they may have to look at doing some additional ones to try to help out other ways that people might install that. As he mentioned, the drip system does have a little bit of drawback in that it is difficult for the City and schools. They do have a provision that allows them a carve out where the City will make reasonable accommodations. As long as they are doing what they can, the City is not going to write them citations every five minutes. That is not what they are trying to do.

Mr. Randall stated that the second recommendation is to change from two days a week to one day a week in the winter. He noted that these recommendations are relative to winter. They've defined winter as being, for all purposes, through March 15th. He added that who knows when winter will really stop here. That is another climatic event that they are not going to control. They have defined that on that day they will revert back to the Level B, where they are at now to two days watering per week but they could make that effort to go out and re-educate the public that they are going to one day a week. He stated that it is not unusual to see cities do it. Some cities even go to zero. He doesn't know that they enforce it that well but it is done to go to lower watering days. He added that this allows people to use what they are using now. They don't necessarily have to put in new irrigation or do something else. The only downside is that the conservation is most likely to be minimal. They will get some, he thinks, but it won't get them too far. Again, the opportunity is small because of the small amount of watering being done in the winter.

Mr. Randall stated that the third recommendation is that they remain at two days a week. They maintain the status quo. They rely on what they are doing now and with all three of these things they most certainly are going to a few changes that are prudent for this time of year. They will be refocusing on some of the internal domestic things such as toilets and washing machines that will help them out. They will re-double their efforts to get that information in front of people and hopefully that will help some of their internal water consumption but this would be obviously the least impactful but also the least likely to cause any reduction.

Mr. Randall stated that again, with any of these, it is still based on those three things. Public information is crucial, continued enforcement, and then continuing with incentives of getting that information and participation increased.

Mr. Randall stated that the recommended action before the Council tonight is to adopt a resolution for the first recommended action which would be to change the drought water restriction level to Level D which would allow outdoor irrigation by drip irrigation only. When they talk about drip irrigation, they will take a fairly lenient view of that. They are not looking to push just a single technology but, they are trying to stay away from the floods and the spray heads. He added that as long as people are using drip, there are a lot of gray areas such as, is your soaker hose a drip system or not but, the point is to try to get people to change their thought process to change their systems where they can. He noted that would revert back to Level B which is two days a week on March 15th. Mr. Randall offered to answer any questions they might have.

Mayor Poythress stated that Mr. Randall talked about a video that is being developed and asked where he plans on dispersing that video. He noted that it is probably going to be on their website, social...

Mr. Randall replied social media. Any way they can figure out to get it out there. He has been learning an awful lot from the Parks and Community Services Director Mary Anne Seay and a few people about social media that he never knew. He is not the guru but, they have some pretty good people. He noted that he is very impressed with the production quality that he has seen. He thinks they will be very proud. They will represent the City well.

Mayor Poythress stated that if they go to this Level D or go to one day a week, he thinks he would like to see the reverting back to the current level on March 1st rather than the 15th. He commented that winter ends here pretty early. They've got almond pollination going on in February and pollination in other parts of the nation doesn't occur until April/May or something like that so it could be kind of dry and he could see people just chomping at the bit on March 1st to do something and they still have two more weeks to go.

Mr. Randall stated they can make a change like that; no problem.

Mayor Poythress stated he is just throwing that out there as a suggestion. He asked if there are any other questions or comments.

Council Member Bompreszi stated she personally would like them to go to just one day a week. She is not a proponent of the drip irrigation. They are coming on a season where the holidays are around. A lot of people in their community don't have that extra money to do the drip irrigation. She would not support the Level D restriction level. She agreed with Mayor Poythress that March 1st would be a better date.

Mayor Pro Tem Oliver stated that he knows that a month ago they talked about some of the Governor's fines and some of the heavier water users and asked if that has changed at all; has he kind of broadened that and fined any other smaller districts.

Mr. Randall replied that he hasn't heard any new information. He wouldn't say that he knows that to be 100% true but he hasn't heard any new news. That could be happening and he is not aware of it but he doesn't think anyone has seen anything in the paper nor has he received any confirmation from the State on that.

Mayor Pro Tem Oliver noted that the current mandate was set to expire and asked if it is February or March.

Mr. Randall replied through February. March 1st it would be gone.

Mayor Pro Tem Oliver stated but he might come back and say we are going to extend it.

Mr. Randall replied that they are hearing rhetoric to the fact that they will extend it.

Mayor Poythress stated it is almost, put money on it.

Mayor Pro Tem Oliver stated that as far as the fines of the citations that have been issued, is there any way to differentiate between those that just aren't watering on their typical odd or even day and then those that fail to shut off the water immediately after a rain as they experienced the last couple of weeks. He thinks that is one where he drew a little frustration seeing the water on especially right after a rainfall and obviously some folks are on meters and just haven't adjusted it yet but is there any way to kind of differentiate how many citations they have made for those that haven't met that 48-hour.

Mr. Randall stated he can probably get at least a representative sampling if not a complete one however, they don't cite for watering within 72 hours of a rain event like the State would request them to do. He advised that is a State mandate but it is not a local law. It is not part of their thing. He added that it has a lot of problems on implementation because, what is a rain event? Any measurable precipitation, what is that? Is that at the airport, at your house or my house? He noted that it is a good principle. He thinks they all recognize that but is has some application problems that are difficult for enforcement.

Council Member Medellin stated that they don't necessarily have to enforce that but it would still be a good idea to educate the public with that announcement.

Mr. Randall commented that they do, do that. They have people out there. They are not out there just to write citations. They are out there to educate so often they will stop and talk to somebody about various things. It is not just that but agreed that is a reasonable thing. He noted that sometimes it is just hard to know when you are going to reprogram or not. Sometimes, most of them, can just forget about it.

Council Member Medellin stated he agrees with Councilperson Bompreszi. He thinks that the burden on option number one to have their community to go to drip, he thinks, is just going to fall by the wayside. He thinks they will get a very low population of people who are willing to do that. He too is leaning towards the one day a week watering restrictions and again, continue their outreach efforts and using neighborhood watch as well the video that they are all anticipating and social media and things like that to continue to get the word out there and let them know where their levels are. He thinks in the very beginning it was kind of a double edged sword to show that within the first few weeks they really, here in Madera, did a really great job and again, he doesn't know if it was a good thing or a bad thing. Maybe they got a little complacent by noticing that so maybe they do the same with where they are now and let them know that they had a great start but, we are starting to fall so we need to ramp up our efforts again.

Council Member Bompreszi asked if there is any way to change their sign that is out there that their current week is...percentage. For example, our goal is 28% for this week, we are at 15%.

Council Member Medellin stated that is a good idea.

Council Member Bompreszi added that to her it is eye catching because it is big enough but what percentage of the community really knows where they are at right now.

Council Member Medellin agreed that is a good point.

Council Member Bompreszi added, and everybody has to come and pay their water bill at the City.

Council Member Medellin stated trust him, sometimes signs, after you see them for a couple of weeks, you know what they look like, you've seen them, you ignore them. So, if it was a weekly change with a different number you might be a little more apt to kind of see where they are. He noted that is a good point.

Council Member Bompreszi commented that she thinks they know where they can get a new one done.

Mayor Poythress commented that they can change the Farmer's Market one that is over Yosemite. It is still there. It ended in August.

Council Member Bompreszi agreed and added that it might be labor intensive to change it weekly.

Mayor Pro Tem Oliver commented, he knows they've talked about before including that information in the water bills and asked if they are keeping that up to date and showing folks...

Mr. Randall replied yes they are and they show them where they are on the percentage but not everybody reads that water bill.

Mayor Pro Tem Oliver stated it would be great if the schools would participate with their signage that changes often to reflect their shared community goals. That might be a contact that they make.

Mayor Poythress stated that if there are no other questions, he thinks they have some consensus that they have talked about here. He directed his comment to the City Administrator or the City Attorney noting that they have a resolution that might require a change.

City Attorney Brent Richardson replied that they have two resolutions. He advised that one does have the one day which he is hearing seems to be most prevalent. He noted that it would require a change on the sunset provision that would change it to March 1st he understands. He advised that as part of their motion to approve the resolution just indicate the change that they want. He commented that the motion should indicate which resolution it is and whatever amendment to that resolution.

Mayor Poythress announced that with that, he will accept a motion for action.

Council Member Bompreszi made a motion to approve the resolution where they go to Level C restrictions and also changing the date from March the 15th to March the 1st.

Council Member Medellin asked if there is an effective date. Is it effective immediately or when does this take effect?

Mr. Richardson replied that the resolution states that it is effective as of when they adopt.

Mayor Poythress stated that he thinks the enforcement will, as the word gets out.

Mr. Randall stated that generally they don't enforce for about the first 30 days until they get an opportunity to get it in the mailing and have people get the word out.

Motion made earlier and restated here for reference and for the vote.

COUNCIL MEMBER BOMPRESZI MADE A MOTION TO APPROVE THE RESOLUTION WHERE THEY GO TO LEVEL C RESTRICTIONS AND ALSO CHANGING THE DATE FROM MARCH THE 15TH TO MARCH THE 1ST. THE MOTION WAS SECONDED BY COUNCIL MEMBER MEDELLIN AND WAS ADOPTED BY A ROLL CALL VOTE OF 5-1. AYES: MAYOR POYTHRESS, COUNCIL MEMBERS OLIVER, RIGBY, BOMPRESZI, MEDELLIN. NOES: COUNCIL MEMBER HOLLEY. ABSENT: COUNCIL MEMBER ROBINSON.

RES. NO. 15-230 A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA, CALIFORNIA ENACTING LEVEL C DROUGHT WATER RESTRICTIONS

D. WRITTEN COMMUNICATIONS

D-1 Consideration of a Written Request by the Madera Downtown Association Asking the City to Cover the Costs for Extra Police and Public Works Services in Conjunction with the Downtown Madera Lighted Christmas Parade

Chief of Police Steve Frazier stated before them is a letter from the Downtown Association requesting Council action on their downtown parade. They are seeking Council approval for the City to cover the cost for Police and Public Works involvement in that process as explained in the report. He offered to answer any questions.

Mayor Poythress asked if there are any questions of Chief Frazier.

Council Member Holley stated they did this last year but if he remembers right, the price looked like it changed a little bit.

Chief Frazier replied that the price is the same as it was last year; exactly.

Mayor Poythress stated if there are no other questions, he will accept a motion for action.

ON MOTION BY MAYOR PRO TEM OLIVER, AND SECONDED BY COUNCIL MEMBER BOMPRESZI, THE WRITTEN REQUEST BY THE MADERA DOWNTOWN ASSOCIATION ASKING THE CITY TO COVER THE COSTS FOR EXTRA POLICE AND PUBLIC WORKS SERVICES IN CONJUNCTION WITH

THE DOWNTOWN MADERA LIGHTED CHRISTMAS PARADE WAS UNANIMOUSLY ADOPTED BY A VOTE OF 6-0. ABSENT: COUNCIL MEMBER ROBINSON.

E. ADMINISTRATIVE REPORTS

There are no items for this section.

F. COUNCIL REPORTS

Council Member Bompreszi reported that she had the opportunity to attend her first Treasury Oversight Committee meeting across the street. She has been appointed by the Board of Supervisors to serve on the Oversight Committee as the Board appointee. She added that it is quite interesting.

Council Member Rigby reported that this past Sunday he joined the Madera Ministerial Association and the Church of Madera citywide church event. He noted that it was a great night and they honored Chief of Police Steve Frazier and several of the officers that have been working alongside some of the pastors over the last few months. He looks forward to that relationship growing stronger. He stated that it was a great evening and he thinks that it is going to be good to see the results of the faith based community working alongside of their Police Department.

Mayor Pro Tem Oliver reported that he had the great opportunity and honor to travel out to Washington, D.C. last Friday and attend the White House State and Local Policy Leaders convening. He doesn't know why he was invited but he was certainly honored to represent Madera, California in Heart of California as he introduced their great City. Basically the intent of the meeting, it was the first of its kind, organized by the Intergovernmental Affairs office at the White House and they brought together 27 state and local elected officials throughout the country and they provided them with an opportunity to meet with a couple of members of the President's Cabinet including HUD (Housing and Urban Development) Secretary Julian Castro and his Labor Secretary Tom Perez as well as senior administration officials to talk about issues at the local and state level and how it intersects with the Administration's Domestic Policy agenda especially over the next 14 months. He noted that it was a tremendous opportunity to bring to light some of the things that they are facing here locally. They spent a great deal of time talking about the excessive fires that they are experiencing, their drought conditions, and a matter of fact, they spent a little time talking about community justice. He was so proud and honored to share some examples with senior administration officials to talk about some of the changes that our Police Department has implemented over the years. He noted that there is a big emphasis behind community based policing and they spent some time talking about their prescription for local communities and how they can adopt those changes. He was proud to see that we are very much ahead of the curve in many respects. He noted that he shared Commander Dino Lawson's statement and his story at the latest Citizen's Academy graduation as far as Commander Lawson's experience in the change in philosophy at our Police Department. He even shared that story with his senior speech writer who works on the State of the Union. They were able to talk about a myriad of issues from eradicating Veteran homelessness, as he mentioned community justice, environmental issues. At the HUD level he walked away with some great personal contacts there that he would love to share with City staff and he would hope that they can utilize especially as they move forward with different grant funding. In any event, it was a tremendous honor to represent our great City. He was one of four elected officials in California. The others were from Stockton, Santa Ana, and Compton so it was a tremendous honor. He added that as Council Member Holley says, if you have one of us there, you have all of us and he certainly made sure that message was heard and felt at the White House.

Council commended Mayor Pro Tem Oliver for a great job.

Mayor Poythress stated he would just like to recognize his colleagues. He was thinking the other day about their City Council and it just seems like everybody is so active in so many things and touching so many people and making a difference. He can look across the board and look at each one and consider what each one is doing, and various appointments but not only that, going beyond and making a real difference from their City such as Mayor Pro Tem Oliver being recognized representing Madera in the White House

and others up and down the road and regionally, and even within the City. Again, he would just like to honor his colleagues and thank them so much for their great efforts and again, it is a great Council. It is real exciting to see everybody really digging in and working on so many different fronts. He thinks they can show that it is not one person; it is a team and not one person can do it. He thinks they can see the results and it goes on beyond to the staff and so forth but he just wanted to specifically mention that this evening.

G. CLOSED SESSION

G-1 Closed Session Announcement – City Attorney

City Attorney Brent Richardson announced that the Council will adjourn to closed session pursuant to Government Code §54956.9(d)(2) to discuss conference with legal counsel in anticipated litigation as described under item G-2; and pursuant Government Code Section 54957.6 to discuss conference with labor negotiators as described under item G-3.

The Council adjourned to closed session at 7:01 p.m. Absent: Council Member Robinson.

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

G-3 CONFERENCE WITH LABOR NEGOTIATORS - Pursuant to California Government Code Section 54957.6

Agency Designated Representatives: David Tooley and Wendy Silva
Employee Organizations: General Bargaining Unit

G-4 Closed Session Report – City Attorney

The Council returned from closed session at 7:26 p.m. with all members present. Absent: Council Member Robinson.

City Attorney Brent Richardson announced that the Council met in closed session pursuant to Government Code §54956.9(d)(2) to discuss conference with legal counsel in anticipated litigation as described under item G-2 and reported that no reportable action was taken; and pursuant Government Code Section 54957.6 to discuss conference with labor negotiators as described under item G-3 and reported that no reportable action was taken.

ADJOURNMENT

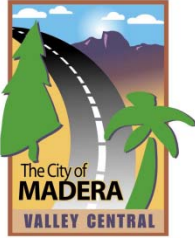
The meeting was adjourned by Mayor Poythress at 7:27 p.m.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

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

SONIA ALVAREZ, City Clerk

ROBERT L. POYTHRESS, Mayor



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

**June 1, 2016
6:00 p.m.**

**Council Chambers
City Hall**

CALL TO ORDER

The regular meeting for 06/01/16 was called to order by Mayor Poythress at 6:00 p.m.

ROLL CALL:

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

Others present were City Administrator David Tooley, City Attorney Brent Richardson, City Clerk Sonia Alvarez, City Engineer Keith Helmuth, Director of Human Resources Wendy Silva, Director of Financial Services Tim Przybyla, Director of Parks and Community Services Mary Anne Seay, Public Works Operations Director David Randall, Director of Community Development David Merchen, Grants Manager Ivette Iraheta, Chief Building Official Steve Woodworth, Information Services Manager Ted Uyesaka, Battalion Chief Matt Watson and Assistant Engineer Rose Ramirez

INVOCATION: Pastor Randy Brannon, Grace Community Church

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

PUBLIC COMMENT:

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

Alex Salazar, President of the Madera Association of Realtors residing in Madera, CA spoke on behalf of the Madera Association of Realtors and the Madera Chamber of Commerce. Mr. Salazar stated that they have partnered to host the Business Extravaganza and Home Expo and formally invited the Council to the event. Mr. Salazar stated that they have advertisements in English and Spanish this year. Spaces are sold out and they will have two packed halls, a car show, live music and a radio station at the event. Mr. Salazar stated that the Association received a \$25,000 grant to give away a down payment grant for first time homebuyers. The event is Thursday, June 16th from 4 p.m. – 8 p.m. Tickets for free admission are available on-line, on Facebook and from any of the sponsors.

PRESENTATIONS PG&E Sponsorship Check for Movies in the Park

The item was pulled from the agenda and will be agendized at a future meeting.

A. WORKSHOP

- A-1 Review of Staff's Proposed Location for Installation of a Crosswalk on Howard Road at Town & Country Park

And

Discussion Regarding the Methodology Currently Utilized in the Consideration of Crosswalks (Report by Keith Helmuth)

Keith Helmuth, City Engineer stated that the topic of installation of a crosswalk on Howard Road near Town & Country Park came about due to concerns from the neighborhood and concerns regarding the Little Leagues. Mr. Helmuth stated that [prior to installing a crosswalk] staff has to question if they can safely install a crosswalk. Installing crosswalks aren't shown to be safer than a lack of crosswalk. They have about the same accident rate. Mr. Helmuth stated that statistics show that having a crosswalk becomes less safe when there is an increase in the volume of vehicles and pedestrians on roadways, and when adding additional lanes. Mr. Helmuth stated that staff is feeling better about installing a crosswalk at Howard Road and at other locations due to newer technology. He stated that the City has new technology that has only been used within the last two (2) years. The technology is a rectangular rapid flashing beacon on Olive Avenue at Roosevelt Avenue at the Sierra Vista Elementary School. Mr. Helmuth stated that the beacon is a strobe that flashes very quickly and catches the attention of drivers and has been shown to increase the compliance rate of drivers; some studies show in excess of 90%. Mr. Helmuth stated that he is quoting a study from the Transportation Research Board 2008 which showed it going from a yield of 18% to 81% which is substantial when you are trying to protect pedestrians.

Mr. Helmuth stated that the proposed location is at Howard Road and Shannon Avenue with safety enhancements installed such as a staggered median, crosswalk or the rectangular rapidly flashing beacons. Mr. Helmuth stated that staff chose this location due to the number of pedestrians. There are approximately 71 pedestrians on Shannon Avenue in a four hour period. Hilton Street had about 45 pedestrians and Mainberry Drive had 13 pedestrians. These numbers were based upon video at the various locations. Mr. Helmuth stated that a study from the National Association of City Transportation Officials (NACTO) indicates that pedestrians are not willing to go more than three minutes out of their way to use crosswalks. Staff's goal is to get pedestrians to use the crosswalk if it is installed.

Mr. Helmuth stated that staff is not recommending methodologies at this time. Staff is looking for sample methodology which would allow staff to prioritize requests, study a large segment and look for the path that pedestrians would use the most. Mr. Helmuth stated that having a standard methodology would also help in talking to residents and addressing their concerns as to why a crosswalk works or doesn't work at a given location. Flashing beacons could cost \$15,000 to \$20,000. Cutting into a median for a crosswalk with pedestrian cuts on each side of the street could cost \$10,000 to \$20,000. Mr. Helmuth stated that the ideal location for a crosswalk is at a traffic signal with a pedestrian phase where the pedestrian pushes a button, they get the walk signal, they can cross and they are safe.

Mr. Helmuth stated that staff found City of San Diego's pedestrian crosswalk warrants. The City of San Diego has two (2) tiers in their methodology. One tier is the basic warrant where staff needs to meet all of the criteria and then the other tier is a point rated system. Mr. Helmuth stated that the standards look at pedestrian volume, [vehicle] approach speed, distance to the nearest controlled crossing, visibility of cars and pedestrians, street lights and accessibility. Using the City of San Diego's standards, Mr. Helmuth stated that they met all except one criterion which was accessibility. The City of Madera does have an issue with accessibility (the ability to get wheelchairs, etc. to a crossing). Mr. Helmuth stated that there is no ideal accessibility, so he wouldn't hold back on a warrant on this location or any other location because

of that. Mr. Helmuth also stated that in using the City of San Diego's point system where there are 38 possible points, staff came up with 19 points. Mr. Helmuth stated that the City of San Diego uses a method for determining what additional improvements are necessary if the warrants are met. The City of San Diego has been studying this [methodology] for at least 15 years and this is their latest reiteration. Mr. Helmuth stated he would be happy to answer any questions.

Mayor Pro Tem Rigby asked if Mr. Helmuth was suggesting that the Council move forward with adoption of a methodology that the City of Madera could utilize.

Mr. Helmuth stated that he is not looking for adoption of a methodology at this time. Mr. Helmuth stated he is just giving Council an example of what the methodology might look like if Council were inclined to move in that direction. The main purpose of this meeting is to review the crossing location that staff has suggested. Mr. Helmuth stated that there is a neighborhood request for a crossing and there is a desire on the part of the Little Leagues to have a safe crossing. They are not necessarily mutually exclusive. If you install a crosswalk at Mainberry Drive, they may not get a lot of the people that are crossing near Hilton Street and Shannon Avenue.

Council Member Medellin asked how or if the City takes suggestions on crosswalks or things of that nature.

Mr. Helmuth stated that it is an informal process and staff tries to answer every request. Staff will get accident history on the location to determine if something is going on and then they look at the location to determine if a crosswalk is appropriate.

Council Member Medellin stated that he is not a fan of a "cookie cutter" methodology that would always be used throughout the City as there are different factors. Council Member Medellin stated that he likes that staff prioritizes and takes each request one at a time while looking at all the criteria versus a standardized "cookie cutter" methodology. Council Member Medellin asked if there is some kind of annual review of crosswalks as he believes that staff would be reviewing them all year long if they did them one at a time.

Mr. Helmuth stated that staff addresses the requests as they come up, because he doesn't want anybody thinking that staff is ignoring them.

Council Member Medellin stated that he drives by Yosemite Avenue often and he has noticed that even though there is a signal 300 feet away, [people cross in the middle of Yosemite Avenue] because of the John Wells Youth Center. Council Member Medellin stated that on that particular side of town, 90% of kids and adults walk and it just seems like a risk every time [they cross the street] as it's such a long street without a median.

Council Member Robinson asked if there is factor for the blind such as a tweet.

Mr. Helmuth stated that a "hawk" is a traffic control device used to stop road traffic as needed and allow pedestrians to cross safely. He believes this would work, but he doesn't truthfully know if this would do it. The City of Madera has an audible push button on Cleveland Avenue and Gateway Drive which says, "Safe to cross".

Council Member Oliver thanked Mr. Helmuth for the presentation and agrees with Council Member Medellin on not wanting to see a "cookie cutter" approach. Council Member Oliver suggested that staff look at areas such as schools, churches, Little League diamonds and areas where community feedback has been collected.

Mr. Helmuth stated that the City of San Diego methodology determines if the site is near a large pedestrian generator and if it is, then it garners points.

Mayor Poythress stated that he often heads home that way [Howard Road and Shannon Avenue] and he just looks at that site as an accident waiting to happen.

Mr. Helmuth stated that the videos actually show where a car had to slow down for a group of eight or nine people and before the people got to the edge of the street and stepped into a protective area, they turned and went on a diagonal and stayed in the travel lane before they got to their car. Mr. Helmuth stated that it's hard to stop that behavior.

B. CONSENT CALENDAR

- B-1 Minutes – 10/7/15, 4/6/16
- B-2 Information Only – Warrant Disbursement Report
- B-3 Consideration of a Resolution Approving an Agreement with First Carbon Solutions for Environmental Planning Services to Prepare the Environmental Documents for Six (6) Projects, and Authorizing the Mayor to Execute the Agreement (Report by Keith Helmuth)
- B-4 Consideration of a Resolution Approving a Consultant Services Agreement with Madera Unified School District (MUSD) for Partial Administration of the District's Academic Year 2016-17 After School Program and Authorizing the Mayor to Execute the Agreement on Behalf of the City (Report by Mary Anne Seay)
- B-5 Consideration of a Resolution Approving an Increase in the Construction Contingency for the Surface Seals at Various Streets City of Madera Project No. ST 16-01 and Approving Change Order No. 1 to Provide a Chip Seal Application for Additional City Streets (Report by Keith Helmuth)
- B-6 Consideration of a Resolution Approving Health, Dental and Vision Insurance Providers for Fiscal Year 2016-17 and Authorizing the City Administrator to Execute Any Agreements or Related Documents (Report by Wendy Silva)
- B-7 Consideration of a Corrected City of Madera Investment Report for the Six Month Period Ending December 31, 2015 for Approval and Acceptance (Report by Tim Przybyła)
- B-8 Consideration of the City of Madera Investment Report for the Quarter Ending March 31, 2016 for Approval and Acceptance (Report by Tim Przybyla)

Mayor Poythress asked if there were any consent calendar items that a Council Member would like to have pulled for further discussion. Seeing none, Mayor Poythress asked for a motion for action on 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 6-0.

RES. NO. 16-73 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING AN AGREEMENT WITH FIRST CARBON SOLUTIONS FOR ENVIRONMENTAL PLANNING SERVICES TO PREPARE THE ENVIRONMENTAL DOCUMENTS FOR SIX (6) PROJECTS AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

RES. NO. 16-74 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 2016-17 AFTER SCHOOL PROGRAM AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY

RES. NO. 16-75 A RESOLUTION APPROVING AN INCREASE IN THE CONSTRUCTION CONTINGENCY FOR THE SURFACE SEALS AT VARIOUS STREETS CITY OF MADERA PROJECT NO. ST 16-01 AND APPROVING CHANGE ORDER NO. 1 TO PROVIDE A CHIP SEAL APPLICATION FOR ADDITIONAL CITY STREETS

RES. NO. 16-76 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING HEALTH, DENTAL AND VISION INSURANCE PROVIDERS FOR FISCAL YEAR 2016-17 AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE ANY AGREEMENTS OR RELATED DOCUMENTS

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

C-1 Second Reading and Consideration of Adoption of an Ordinance Amending Subsection B of Section 3-5.08 of Chapter 5 of Title III of the Madera Municipal Code in Compliance with Conducting Speed Surveys on City Streets (Report by Keith Helmuth)

Keith Helmuth, City Engineer recommended adoption of the Ordinance.

Mayor Poythress asked if there were any questions for Mr. Helmuth. Seeing none, Mayor Poythress asked that title be read.

The ordinance was read by title by the City Clerk.

ON MOTION BY COUNCIL MEMBER MEDELLIN, AND SECONDED BY COUNCIL MEMBER OLIVER, ITEM C-1, ORDINANCE NO. 934 C.S. WAS ADOPTED UNANIMOUSLY BY A VOTE OF 6-0.

ORD. NO. 934 C.S. AN ORDINANCE AMENDING SUBSECTION B OF SECTION 3-5.08 OF CHAPTER 5 OF TITLE III OF THE MADERA MUNICIPAL CODE IN COMPLIANCE WITH CONDUCTING SPEED SURVEYS ON CITY STREETS

D. WRITTEN COMMUNICATIONS

D-1 Presentation by the Madera Coalition for Community Justice Youth Group on Teen Pregnancy Prevention Project (Andrea Garcia, Youth Coordinator)

Andrea Garcia, Youth Coordinator for the Madera Coalition for Community Justice (MCCJ) stated that she was there to introduce the Teen Pregnancy Prevention Program (TPP) which is run by youth. The Coalition believes that education is important for a happy and healthy community. Ms. Garcia stated that they are trying to engage and provide accurate, comprehensive and unbiased sex education services to youth and parents residing in Madera. Ms. Garcia stated that they want the youth and parents to understand reproductive health issues, make informed decisions about their own reproductive health and be knowledgeable of the various community resources. Ms. Garcia stated that they are fortunate enough to develop the program through the Central Valley Community Foundation.

The team introduced themselves as Andrea Orozco who attends Madera High School, Lluvia Santos who attends Madera South High School, Cristal Salgado who attends Madera High School, Jennifer Orozco who attends Madera High School and Yilka Santos who attends Madera South High School.

Andrea Orozco stated that the TPP group has developed parent peer health educators and will continue to develop youth peer health educators. Ms. Orozco stated that they have built relationships with their community and at each community provided education campaigns, workshops and referrals to receive reproductive health services. The second goal of the project is to mobilize parents and youth toward

advocating more extensive and consistent comprehensive sex education within the Madera Unified School District. Ms. Orozco stated that a group of peer health educators have helped build partnerships with community institutions who similarly know the importance of providing Madera students with the information and tools to make the best decisions on their health through comprehensive sex education.

Team Member 1 stated that Madera County has the fifth (5th) highest teen pregnancy rate in the state. She stated that there were 237 births by teens in 2013 and they know there is much to be done to lower the rates in Madera especially in the community that they work with more closely. She stated that they have concluded that the level of sex education available through Madera Unified School District is not meeting comprehensive standards and is not serving the youth of Madera. MCCJ staff has spoken with district officials and they have expressed wanting more support to teach comprehensive sex education and to help address student needs for information that is effective to different student groups.

Team Member 2 stated that she was present to discuss the alarming statistics in teen pregnancy in Fresno and Madera Counties. In 2014, there were 3,000 teen parents in the counties of Madera, Fresno and Tulare. She stated that these numbers indicate that those counties are among the top five (5) in teen pregnancies statewide. Rates in unplanned pregnancies and sexually transmitted infections are high among teenagers and young adults. She stated that the vast majority of teen pregnancies are unplanned. Researches show that 83% of pregnancies of teens between the ages of 15-17 were classified as unintentional.

Team Member 3 stated that MCCJ through the Teen Pregnancy Program, has focused on educating others on reproductive health. Their goal is to help teens understand what reproductive health and healthy relationships look like. This program can help the community make better decisions regarding sex and relationships.

Team Member 4 stated that one of the obstacles faced is how to speak to their parents about sex. One of the reasons it is a difficult topic for youths is because many youths are afraid to ask questions or believe that their parents may jump to the conclusion that they are sexually active. She stated that with this program, they learn to make it easier to talk to their parents through proper training and education. The TPP Program was able to educate youth and parents which was a great step in building trust and communication with one another as they work together to reduce the risk of an unexpected pregnancy.

Team Member 5 stated that they find that teens are willing to talk to adults about the subject; they just need to feel that they are heard without judgment. She stated that it is time that reproductive health education becomes a global discussion between parents and children. It is a fact that teens who talk to their parents about sex are less likely to become pregnant, because they are more likely to use contraceptives when they decide to become sexually active. She stated that their goal as a group is to educate the community of this on-going issue in hopes of lowering the rate of teen pregnancy in the Central Valley.

Council Member Holley stated that he likes what they are doing, and asked if the team is inviting other ethnic groups to join their organization.

Ms. Garcia responded that they go to different high schools, such as Mount Vista to try to get them involved in the program.

Council Member Holley asked if there are other ethnic groups such as African Americans, Caucasians or Filipinos joining their group.

Ms. Garcia responded that they do have African Americans that are in foster care and the program provides services for them as well.

Mayor Pro Tem Rigby stated that he applauds the team's efforts as he knows it is not easy to come to the Council and give a presentation on sex. Mayor Pro Tem Rigby asked Ms. Garcia to walk him through the program and the workshop and posed a scenario of having a 16 year old student that wants to get involved

in the TPP. He asked, what does that look like? What are the workshops? When are they held? How do people attend? Do they have the right platform to get the information across or are they the “gem” hidden within the City?

Ms. Garcia stated that they have cohorts. They try not to exclude students. They have a larger group which is Madera Youth Leaders which is a majority of students that don't want to join a club, but still get the Be Proud Be Responsible curriculum and the trainings. However, TPP is the cohort that went out to the community and represent their age and their school.

Mayor Pro Tem Rigby asked where the team is going and when. Are they going on Saturdays? Are they going after school? Are they going to their houses? Are they going to classrooms? Is this a partnership that they have with Madera Unified School District?

Ms. Garcia stated that they do have meetings that involve the community on Fridays at Trinity Lutheran Church at 4:00 p.m. They utilize the Be Proud Be Responsible curriculum which consists of six (6) weeks of statistics, teen pregnancy [issues] and activities.

Mayor Pro Tem Rigby summarized that it is a six (6) week program that takes place on Friday afternoons and is designated towards the prevention or safety of teen pregnancy.

Ms. Garcia agreed.

Council Member Oliver commended the team on their presentation. Council Member Oliver stated that it was very eye opening for him as there were some statistics that he was not aware of. He thanked the team as the cohort for stepping up and seeing this area of need in the community and working towards addressing it. Council Member Oliver wanted to credit the Madera Youth Leaders for being great stewards in the City and he looks forward to seeing what else will be coming from this group. Council Member Oliver stated that their efforts are admirable and he thanked them for being great youth leaders in the City of Madera.

Mayor Poythress asked if there were any questions. There was no further discussion.

E. ADMINISTRATIVE REPORTS

E-1 Presentation of the Preliminary City of Madera General Fund Budget for Fiscal Year 2016/2017 and Selection of a Date for the 2016/2017 Budget Workshop (Report by Tim Przybyla)

Tim Przybyla, Director of Financial Services stated that this is the third of the four preliminary budget presentations.

Mr. Przybyla stated that staff removed Utility Billing from the General Fund. Utility Billing used to be located within the Finance Department in the General Fund. Previously, staff would transfer dollars in from the Water, Sewer and Garbage fund to fund [Utility Billing] operations and then they would expense those out of the General Fund. Mr. Przybyla stated that the change is that now they are expensing those directly to the Water, Sewer and Garbage fund and skipping the General Fund.

Mr. Przybyla stated that there was a 6.7% increase in total General Fund personnel costs. If Utility Billing had still been included in the General Fund, then that number would have been closer to 12%.

Mr. Przybyla stated that Maintenance and Operations costs are down 10% from FY 15/16 and Capital Outlay is down 63%.

Mr. Przybyla stated that General Fund Revenue projections increase slightly even after excluding \$1.3 million of Utility Billing Revenue from the FY 15/16 budget to make it comparable.

Mr. Przybyla stated that the Projected Deficit is \$1.36 million with roughly \$31.9 million in Revenue and \$33.3 million in Expenditure in the overall General Fund.

Mr. Przybyla stated that in the Discussion section of the report, they talk about the adopted FY 15/16 Budget which includes a budget deficit of slightly over \$1 million, but staff hopes to finish out this fiscal year with a \$350,000 to \$500,000 surplus.

Mr. Przybyla stated that with a proposed \$1.3 million proposed deficit in FY 16/17, staff anticipates ending that fiscal year with an \$11 million fund balance which is roughly the same as the beginning of the current fiscal year. Mr. Przybyla explained that staff anticipates roughly a \$350,000 surplus this fiscal year and roughly a \$350,000 deficit in the upcoming year, so it brings the City back to about the same place with a General Fund balance of \$11 million.

Mr. Przybyla stated that the \$1.3 million fund balance deficit represents 4% of the General Fund Budget and is made up of about \$1.3 million from the General Fund 10200 fund; \$12,000 from the Code Enforcement Fund and \$32,000 from the Insurance Reserve Fund. The Community Development Block Grant (CDBG) is also part of this, but it doesn't impact the amounts as revenues come in and expenditures go out, so the account zeros out.

Mr. Przybyla stated that they are anticipating a 3% cost savings of about \$1 million such as the City has seen before and that would bring the City back to roughly \$350,000 for the next fiscal year.

Mr. Przybyla showed a graph of the General Fund Expenditures per department. Public Safety is at 47.5%; Administrative Services which include the City Administrator, City Clerk, City Attorney and Human Resources is at 10.5%; Parks and Community Services is at 13.1% and Public Works is at 7.3%. Mr. Przybyla stated that the Finance Department [percentage] shrunk as staff removed Utility Billing from the General Fund, but it is still an important department.

Mr. Przybyla stated that there are items that need to be considered such as how the tax sharing agreement with the County is going to end up. The City has projected a \$700,000 increase in CalPERS and Health costs. Mr. Przybyla stated that there are a limited number of positions which are being added to the budget. Some of the positions were held back due to budget constraints. Capital Outlay is virtually eliminated except for the CDBG dollars. There are about \$555,000 in capital projects, however, staff is experiencing difficulty in getting some of the expenditures approved by CDBG moving forward.

Mr. Przybyla stated that Sales Tax Revenues are expected to be down about \$400,000 primarily because of the Triple Flip wind down due to the state holding 25% of the City's sales tax and then giving it to us at the same time as when the City gets the property taxes. Mr. Przybyla stated that this was a cash flow issue that helped out the state, but slowed [the process of] getting the money to the City. It helped the City in the current fiscal year because final payment caught up to us, however there will be a reduction in sales tax next year because of this.

Mr. Przybyla stated that staff is not sure if the City will be awarded the COPS (Community Oriented Policing Services) grant of \$150,000 which could cover annual expenses for additional police positions. Property Taxes are projected to increase by 3.5%. Mr. Przybyla stated there is potential for the Vehicle License Fee (VLF) appeal which would create a windfall of \$366,000, but staff is not sure if or when that will happen. It could affect the City's revenue, but it is not included in the budget.

Mr. Przybyla stated that there is an \$800,000 Community Facilities District (CFD) transfer into the General Fund to help balance the budget this year. Staff had budgeted \$500,000 for FY 15/16, but it doesn't look like they will have to transfer in that much in FY 15/16, so they will hold that over and transfer it in FY 16/17 if needed.

Mr. Przybyla stated that staff is also holding back on fleet replacement funding in the General Fund which results in a \$240,000 savings. The fleet replacement program works by setting aside dollars for the vehicle

replacement every “x” number of years. Mr. Przybyla stated that this year, after speaking with the Fleet Manager, staff will push all vehicle replacements back one year, but the dollars will be there when they need to replace the vehicles. Fortunately, the fleet vehicles are in good condition and they are able to do that for one year, but it’s not something that staff prefers to do.

Mr. Przybyla stated that CDBG is rejecting the City’s previously accepted programs by saying that the City can no longer spend dollars on Code Enforcement projects; they are also cutting back on Graffiti programs. Staff is trying to resolve those issues.

Mr. Przybyla stated that staff hopes that a typical 3% cost underrun will still be possible with the cutting back and slimming down of the budget, but they can’t be certain.

Mr. Przybyla stated that things to consider going forward include possible future increases to CalPERS and healthcare. The Memorandum of Understanding (MOU) calls for an annual 3% Cost-of-Living Adjustment (COLA) in FY 16/17 and FY 17/18. Self-insurance adjustments could cost the General Fund \$1.3 million over the next four (4) years. The casino and/or travel center could also impact the City’s future budgets.

Mr. Przybyla stated that staff remains cautiously optimistic, but hesitate to make long term commitments based on recent performance or upon hope.

Mr. Przybyla stated that staff anticipates having a draft budget ready for Council review by Friday, June 17th and suggested the following dates and times for a budget workshop: Tuesday, June 21st at 6:00 p.m.; Wednesday, June 22nd at 6:00 p.m. or Saturday, June 25th at 10:00 am. Council could also suggest another date.

After some discussion, Council decided on having the budget workshop on Monday, June 27th at 6:00 p.m.

Mayor Poythress asked if anyone had any questions for Mr. Przybyla. There was no further discussion.

E-2 Presentation of the Preliminary City of Madera Internal Services and Special Revenue Fund Budgets for Fiscal Year 2016/2017 (Report by Tim Przybyla)

Tim Przybyla, Director of Financial Services stated that this is the fourth of the four preliminary budget presentations.

Mr. Przybyla stated that the Special Revenue funds currently available for the coming fiscal year are listed in Exhibit A of the staff report. The total available revenue for FY 16/17 is anticipated to be \$13.4 million and the total expenditures are expected to be \$11.7 million and the remaining revenues are expected to be reprogrammed for the future.

Mr. Przybyla stated that some of the Special Revenue Funds such as Measure T, Gas Tax and Local Transportation Fund have a significant impact on the City’s operating budget. These funds provide for the maintenance of streets, sidewalks, gutters and bicycle lanes within the City. A portion of the Measure T funding also supports transit operations. Mr. Przybyla stated that during FY 16/17, \$961,000 from the Gas Tax and \$769,000 from Measure T will be transferred into the Public Works Department for various street repairs and maintenance, as well as for minor street projects within City limits.

Mr. Przybyla stated that the City of Madera has three (3) Internal Service (IS) Funds: Fleet, Facilities & Maintenance, and Technology. The IS Funds project a \$34,000 deficit in FY 16/17 due entirely to higher expenditures on vehicle replacements in the Fleet Department than what is being collected for that purpose in FY 16/17. In some years, the Fleet Fund will collect more than it expends in vehicle replacements while in other years, it will collect less than it expends. The Fleet Fund has approximately \$1 million in reserves and will continue to consistently collect sufficient charges from departments to ensure that funding is available to replace vehicles when needed.

Mr. Przybyla concludes his report and stated he would be glad to answer any questions.

Mayor Poythress asked if anyone had any questions for Mr. Przybyla. There was no further discussion.

E-3 Weekly Water Conservation Report (Report by Dave Randall)

Dave Randall, Public Works Operations Director stated that the City is seeing good numbers. There was a monthly cumulative of 24%, but the City didn't quite make the overall cumulative goal of 26%. Staff is still awaiting the State's final draft or even their preliminary draft on the new water regulations. Staff will have a conference call with them on June 6th and it is expected that the State will tell staff a little bit more. He doesn't think the City will see a lot of relief and he thinks the City's conservation measures will need to stay in place. Mr. Randall stated that they talked a lot about the City's ability to make determinations, but it's not clear how much ability the City will really have. The City is in a "wait and see" mode right now. Staff is continuing with their programs. Mr. Randall stated that water is going to become a little bit of a problem over the next 90 days as the temperature goes up. Water Patrol is out [and about], staff has added people that they'd lost and they should be at full strength and keep the program going. Mr. Randall concluded his report and stated he would be glad to answer any questions.

Council Member Medellin asked if anybody was taking advantage of the rebates as anticipated.

Mr. Randall stated that there is not a lot of interest and not a lot of applications being turned in. Mr. Randall stated that staff hopes to come back soon with a couple more program concepts such as helping finance leaks and things like that. The other idea is to try to move forward with use of some of the remaining funds. The City didn't spend \$1 million on rebates or even the \$500,000 that was appropriated in the budget, so staff needs to talk to Council on how those funds can be appropriated and what's the best selection. Staff will bring that type of report to Council shortly.

Council Member Medellin stated that all his colleagues in his Neighborhood Watch bring up the rebates, but it doesn't seem like anybody is taking advantage of it.

Mayor Poythress asked for the phone number to call regarding water conservation.

Mr. Randall stated people could call the main number of 661-5466 and they will connect you.

Mayor Poythress thanked Mr. Randall.

F. COUNCIL REPORTS

Council Member Robinson stated that he attended two meetings on May 19th. He attended the Local Child Care meeting and then a networking mixer at the Madera Rehabilitation Nursing Center. Council Member Robinson stated that he attended the San Joaquin Golf Tournament on May 20th and he putted two holes. He attended the Center of Performing Arts meeting on May 25th and there is a little conflict with a new school that will also have an arts center. Council Member Robinson also attended the San Joaquin River Conservancy meeting and they discussed buying land for river trails.

Mayor Pro Tem Rigby stated that he will be attending several, if not all, the graduations throughout the City and County. He invited Council Members to join the Madera Ministerial Association this Sunday night as they will be hosting the Annual Baccalaureate Service for the Class of 2016.

Council Member Holley had nothing to report.

Council Member Medellin asked why cones are still in the middle of the road on Schnoor Avenue.

Keith Helmuth, City Engineer responded that staff has been uncertain as to the structural stability of [the area], so he is more inclined to leave the cones at this time.

Council Member Oliver thanked Dave Randall, Public Works Operations Director as there was a constituent complaint via social media in regards to overfull trash containers in close proximity to an area where children play and they received word of that complaint, contacted Sunset Waste (Mid Valley) and worked with the community to address their concerns. The constituents were quite happy via Facebook.

Mayor Poythress thanked Mary Ann Seay, Director of Parks & Community Services and all associated parties that were a part of today's press conference regarding the new 4th Street median.

Council Member Robinson stated that the General Membership for the League of CA Cities is at the Golf Course on June 9th.

G. CLOSED SESSION

There are no items for this section.

ADJOURNMENT

The meeting was adjourned by Mayor Poythress at 7:04 p.m.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

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

SONIA ALVAREZ, City Clerk

ROBERT L. POYTHRESS, Mayor

Prepared by:
ZELDA LEÓN, Deputy City Clerk

City of Madera

Council Meeting Of September 7th, 2016
Agenda Item No. B-2

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

From: Office of the Director of Finance

Subject: Listing of Warrants Issued

Date: 09/07/2016

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

August 9th, 2016 to August 29th, 2016

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

General Warrant:	10011-10266	\$ 1,414,635.19
Wire Transfer	Union Bank Payroll and Taxes	\$ 604,772.21
Wire Transfer	SDI	\$ 3,431.11
Wire Transfer	Cal Pers	\$ 411,516.27

Respectfully submitted,



Tim Przybyla
Financial Services Director

CITY OF MADERA
REGISTER OF AUDITED DEMANDS FOR BANK #1-UNION BANK GENERAL ACCOUNT
August 29th, 2016

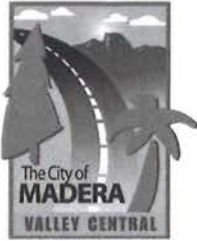
CHECK	PAY DATE	ISSUED TO	DESCRIPTION	AMOUNT
10011	8/12/2016	CITY OF MADERA	08/16 UTILITIES ACCT 003040431	321.46
10012	8/12/2016	COLONIAL LIFE & ACCIDENT INSURANCE CO	E700482-3 FOR 08/12/2016 PAYRO	1,222.20
10013	8/12/2016	CONCENTRA MEDICAL CENTERS	PRE-EMPLOYMENT PHYSICAL	113.50
10014	8/12/2016	CORELOGIC INFORMATION SOLUTIONS INC	07/16 METROSCAN	150.00
10015	8/12/2016	CS & FD MEDICAL WASTE DISPOSAL	BIO-HAZARD P/UP 06/29/16	139.00
10016	8/12/2016	DELL MARKETING LP	SERVER ACCESSORIES	155.41
10017	8/12/2016	FORENSIC NURSE SPECIALISTS, INC.	SART EXAM	900.00
10018	8/12/2016	FRESNO COUNTY ECONOMIC OPPTY. COMMISSION	ADC KITCHEN SUPPLIES	676.02
10019	8/12/2016	GLOBAL CTI GROUP	OFF CONTRACT SUPPORT	135.00
10020	8/12/2016	GOLDEN STATE OVERNIGHT	OVERNIGHT SHIPPING	12.36
10021	8/12/2016	GRANTED SOLUTIONS	GRANT ADMINISTRATOR SERVICES F	7,094.00
10022	8/12/2016	INSIGHT PUBLIC SECTOR	FIREWALL ANNUAL MAINTENANCE	3,748.32
10023	8/12/2016	JOHNSON REAL ESTATE APPRAISAL	224 W WILSON AVE-EMMER LEE THO	250.00
10024	8/12/2016	LAW & ASSOCIATES	BACKGROUND CHECK/RIVIERE	700.00
10025	8/12/2016	LINCOLN AQUATICS INC.	CHLORINE FOR POOL	1,373.89
10026	8/12/2016	LYNN PEAVEY COMPANY	DRYER UNIT FILTERS	1,598.12
10027	8/12/2016	MADERA COUNTY	50% AMTRAK MAINT. COSTS JUNE 2	1,047.00
10028	8/12/2016	MADERA COUNTY RECORDERS OFFICE	RECORDING OF FY16/17 LMD ENGIN	958.50
10029	8/12/2016	MADERA RADIO DISPATCH, INC.	TOWER RENTAL	281.40
10030	8/12/2016	MADERA UNIFORM & ACCESSORIES	UNIFORM	121.66
10031	8/12/2016	MED-TECH RESOURCES, INC.	SUPPLIES	323.89
10032	8/12/2016	MONDRAGON, JUAN	MILEAGE REIMBURSEMENT CALL OUT	20.74
10033	8/12/2016	N.P.C.-ORCHARD TRUST COMPANY	PLAN #340227-01 FOR 08/12/2016	6,346.34
10034	8/12/2016	N.P.C.-ORCHARD TRUST COMPANY	PLAN #340227-02 FOR 08/12/2016	3,997.40
10035	8/12/2016	GUTIERREZ, GRICELDA	TURF REPLACEMENT REBATE	750.00
10036	8/12/2016	OVERHEAD DOOR CO. OF FRESNO, LLP	DOOR REPAIR	283.50
10037	8/12/2016	ALANIS, GABRIELA	PARK DEPOSIT REFUND	100.00
10038	8/12/2016	ASCENCIO, ALFREDO	PARK DEPOSIT REFUND	50.00
10039	8/12/2016	BALDRICA, FRANCES	PARK DEPOSIT REFUND	50.00
10040	8/12/2016	BOSTICK, DIANN	FACILITY DEPOSIT REFUND	100.00
10041	8/12/2016	CARMONA, LAURA	PARK DEPOSIT REFUND	100.00
10042	8/12/2016	CARRASCO, SABRINA	FACILITY DEPOSIT REFUND	100.00
10043	8/12/2016	DELAROSA, ROMAN	FIELD DEPOSIT REFUND	50.00
10044	8/12/2016	EDWARDS, DENNIS	PARK DEPOSIT REFUND	50.00
10045	8/12/2016	FALCON, ANGELICA	FACILITY DEPOSIT REFUND	100.00
10046	8/12/2016	GARCIA, JOSE	FACILITY DEPOSIT REFUND	250.00
10047	8/12/2016	GARIBAY, HECTOR	PARK DEPOSIT REFUND	50.00
10048	8/12/2016	GONZALES, PETRA	PARK DEPOSIT REFUND	50.00
10049	8/12/2016	HAWORTH, CARRIE	CLASS CANCELLATION REFUND	100.00
10050	8/12/2016	LUNA-SALAZAR, LUCY	PARK DEPOSIT REFUND	100.00
10051	8/12/2016	MCCRAW, TRINA	PARK DEPOSIT REFUND	100.00
10052	8/12/2016	MORENO, VICENTE	PARK DEPOSIT REFUND	150.00
10053	8/12/2016	MUNOZ, RICHARD	FACILITY DEPOSIT REFUND	50.00
10054	8/12/2016	ORTEGA, ALEXIS	PARK DEPOSIT REFUND	50.00
10055	8/12/2016	PERALTA, CYNTHIA	FACILITY DEPOSIT REFUND	100.00
10056	8/12/2016	PIMENTEL, SHAYNA	FACILITY DEPOSIT REFUND	100.00
10057	8/12/2016	RAMIREZ, PRISCILLA	FACILITY DEPOSIT REFUND	160.00
10058	8/12/2016	RIVERA, ANGELICA	PARK DEPOSIT REFUND	100.00
10059	8/12/2016	SAAVEDRA, ADAN	PARK DEPOSIT REFUND	100.00
10060	8/12/2016	VOYLES, ASHLEY	PARK DEPOSIT REFUND	50.00
10061	8/12/2016	PETTY CASH - FINANCE DEPT.	PETTY CASH REIMBURSEMENT FY 15	139.77
10062	8/12/2016	PITNEY BOWES GLOBAL FINANCIAL SERVICES	INK CARTRIDGES FOR POSTAGE MAC	424.05
10063	8/12/2016	PRAXAIR DISTRIBUTION, INC.	CYLINDER DEMURRAGE RENTAL	1,491.32
10064	8/12/2016	PRINTASAURUS	TINY TIKES BASEBALL SHIRTS	57.74
10065	8/12/2016	PVP COMMUNICATIONS	MOTORCYCLE HELMET KITS	1,142.43
10066	8/12/2016	TESEI PETROLEUM, INC.	FUEL	257.56
10067	8/12/2016	TRANSUNION RISK & ALTERNATIVE DATA SOL.	INVESTIGATIONS JULY 2016	110.00
10068	8/12/2016	TRUXELL & VALENTINO	CENTENNIAL PARK PLAYGORUND PRO	117,401.44
10069	8/12/2016	US BANK CORPORATE PAYMENT SYSTEMS	06/16 CAL-CARD CHARGES	146,057.93
10070	8/12/2016	VANTAGEPOINT TRANSFER AGENTS-457	PLAN #302351 CONTRIBUTIONS FOR	21,564.53
10071	8/12/2016	YAMABE & HORN ENGINEERING	MADERA ELEMENTARY SCHOOL PLAN	270.00
10072	8/12/2016	ZEE MEDICAL SERVICE CO.	PD BREAKROOM CLEANING SUPPLIES	63.66
10073	8/18/2016	GOLDEN STATE OVERNIGHT	OVERNIGHT SHIPPING	211.91
10074	8/18/2016	MADERA COUNTY CLERK-RECORDER	SPECIAL ELECTION 6/7/16	16,023.59
10075	8/18/2016	MARIA GONZALEZ	PARKS REFUND	50.00
10076	8/18/2016	PITNEY BOWES GLOBAL FINANCIAL SERVICES	MOISTENER REPLACEMENT KIT	21.59
10077	8/18/2016	PRINTASAURUS	BASKETBALL CHAMP SHIRT	192.42
10078	8/18/2016	PVP COMMUNICATIONS	HELMET KITS	1,157.40
10079	8/18/2016	SITE ONE LANDSCAPE SUPPLY LLC	IRRIGATION PARTS	2,425.54
10080	8/18/2016	STATE WATER RESOURCES CONTROL BOARD	2013 ANNUAL PERMIT FEE	2,938.50
10081	8/18/2016	AMERICAN BUSINESS MACHINES	PRINTER MAINT AGREEMENT JULY 2	563.20
10082	8/18/2016	M&J SEAFOOD	REFUND OVERPAYMENT ON BUSINESS	284.00
10083	8/18/2016	MEDVETTA FINANCIAL	REFUND OVERPAYMENT ON BUSINESS	240.00
10084	8/18/2016	INFINITY ENERGY	REFUND FEES PERMIT 20161739	275.12
10085	8/18/2016	SOLARCITY	REFUND FEES FOR PERMIT 2015197	50.74
10086	8/18/2016	SOLARCITY	REFUND FEES FOR PERMIT 2016092	126.60
10087	8/18/2016	SOLARCITY	REFUND FEES FOR PERMIT 2016086	126.60

10088	8/18/2016	SUNRUN	REFUND FEES FOR PERMIT 2016136	177.34
10089	8/18/2016	SUNRUN	REFUND FEES FOR PERMIT 2016162	145.63
10090	8/18/2016	PALEMON MORALES	BOND RELEASE FOR ENROACHMENT P	500.00
10091	8/18/2016	BRIGHAM YOUNG UNIVERSITY - IDAHO	CAPSTONE DEVELOPMENT AGREEMENT	2,000.00
10092	8/18/2016	BSK ASSOCIATES	WATER SAMPLES	1,189.00
10093	8/18/2016	BSN SPORTS	TINY TIKES EQUIPMENT	189.59
10094	8/18/2016	BUSHEY, SHAWN	PER DIEM TASER INSTRUCTOR	135.00
10095	8/18/2016	C B MERCHANT SERVICES	CONTRACTED SERVICES FOR COLLEC	72.76
10096	8/18/2016	CALIFORNIA SURVEYING AND DRAFTING SUPPLY	WIDE FORMAT PAPER	63.32
10097	8/18/2016	CENTRAL VALLEY TOWING	UNAUTHORIZED TOW	450.00
10098	8/18/2016	CITY OF MADERA	AUGUST ADC UTILITIES/ 322 W 6T	305.88
10099	8/18/2016	CITY OF MADERA	PAN AM UTILITIES/ AUGUST	190.39
10100	8/18/2016	CITY OF MADERA	MULCH REBATE APPLY TO 9919279	130.00
10101	8/18/2016	CONCENTRA MEDICAL CENTERS	DOT TESTING	238.00
10102	8/18/2016	DATAPROSE, LLC	JULY INVOICING FOR UB/ BL/ MIS	11,994.51
10103	8/18/2016	DIAMOND COMMUNICATIONS	PAN AM ALARM MONITORING	431.00
10104	8/18/2016	ESPINOZA SEWER SERVICE	TOILET SERVICING	50.00
10105	8/18/2016	FIRE SAFETY SOLUTIONS, LLC	FIRE PROTECTION SVS 08/16-08/1	8,100.00
10106	8/18/2016	GARIBAY, HECTOR	PER DIEM TASER INSTRUCTOR UPDA	81.00
10124	8/18/2016	SUNEDISON, LLC	SOLAR ELECTRIC UTILITY JULY 20	33,014.02
10125	8/18/2016	TAG/AMS, INC.	DOT TESTING	318.00
10126	8/18/2016	TESEI PETROLEUM INC.	FUEL CHARGES 07/21/16-07/31/16	10,632.12
10127	8/18/2016	TESEI PETROLEUM, INC.	FUEL	396.14
10128	8/18/2016	THE ARC FRESNO	CONTRACTED SERVICES	1,219.54
10129	8/18/2016	TRUKKI, MARK	PER DIEM SWAT TEAM LEADER COUR	352.00
10130	8/18/2016	UNDERGROUND SERVICE ALERT	ANNUAL FEES	1,128.29
10131	8/18/2016	UNITED HEALTHCARE INSURANCE COMPANY	CITY PAID UNITED HEALTH CARE A	251,195.32
10132	8/18/2016	YAMABE & HORN ENGINEERING	MADERA ELEMENTARY SCHOOL PLAN	675.00
10133	8/18/2016	GRAINGER, INC.	MAINTENANCE SUPPLIES	1,990.75
10134	8/18/2016	GUARDIAN WESTERN SWEEPING INC.	GUARDIAN-MONTHLY SWEEPING	521.00
10135	8/18/2016	HAMM, SCOTT	PER DIEM TRANSFERRING RISK BY	34.02
10136	8/18/2016	J'S COMMUNICATIONS	SERVICE AGREEMENT	4,707.00
10137	8/18/2016	MADERA CLEANERS & LAUNDRY	YOUTH CENTER FLOOR MAT SVS	32.30
10138	8/18/2016	MADERA TRIBUNE	IMD NOTICE	126.00
10139	8/18/2016	MADERA TROPHY	ADULT SPORTS CHAMP TROPHIES	58.32
10140	8/18/2016	MARTIN, DANNY	PER DIEM ANNUAL FALL CONFERENC	770.20
10141	8/18/2016	NOLAN MCGUIRE CONSTRUCTION	12-CalHome-8711 12-03	18,240.75
10142	8/18/2016	P G AND E	08/16 SVS 5207933925	136.68
10143	8/18/2016	PACIFIC GAS & ELECTRIC	07/17 SVS 3533032414-2	226,389.08
10144	8/18/2016	PETTY CASH - FINANCE DEPT.	PETTY CASH REIMBURSEMENT	128.83
10145	8/18/2016	QUAD-KNOPF ENGINEERING	LOVES EIR 06/19-07/16	9,362.03
10146	8/18/2016	RODRIGUEZ, FABELA	PER DIEM CODE ENFORCEMENT OFFI	288.00
10147	8/18/2016	SALINAS, NICHOLAS	PER DIEM CODE ENFORCEMENT OFFI	288.00
10148	8/18/2016	STATE WATER RESOURCES CONTROL BOARD	2016 ANNUAL PERMIT FEE	347.50
10149	8/18/2016	STERLING HOME SHOWCASE	14-CalHome-9834	25,416.00
10150	8/26/2016	THE PRESBYTERY OF SAN JOAQUIN	PAYMENT FOR ACQUISITION	500.00
10151	8/26/2016	ALL VALLEY ADMINISTRATORS	MEDICAL & CHILD CARE EXPENSE A	731.16
10152	8/26/2016	ALL VALLEY ADMINISTRATORS	ADMIN FEES FOR AUGUST 2016	102.00
10153	8/26/2016	AMERICAN MOBILE SHREDDING	SHREDDING SVS	280.00
10154	8/26/2016	FERNANDEZ, DANIEL	REFUND OF FEES FOR SITE PLAN R	882.00
10155	8/26/2016	PURLS SHEET METAL	CANCELLED PERMIT #20160475	87.64
10156	8/26/2016	CALIFORNIA DEPARTMENT OF JUSTICE	FINGERPRINTING	818.00
10157	8/26/2016	CALIFORNIA POLICE CHIEFS ASSOC	2016/2017 ANNUAL CPCA MEMBERSH	1,544.00
10158	8/26/2016	CBCINNOVIS, INC	ACCESS FEE	16.00
10159	8/26/2016	CITY OF MADERA	DISHWASHER REBATE APPLY TO 989	85.00
10160	8/26/2016	COLONIAL LIFE & ACCIDENT INSURANCE CO	E700482-3 FOR 08/26/2016 PAYRO	1,222.20
10161	8/26/2016	COMCAST	08/14- 09/13 SVS 8155500320092	121.96
10162	8/26/2016	COMCAST	CITY INTERNET CONNECTION 08/15	1,520.00
10163	8/26/2016	CROWN SERVICES CO.	PORTABLE RESTROOMS	581.40
10164	8/26/2016	CROXEN, MARIANNE	SWEARING IN CEREMONY DINNERS	1,040.00
10165	8/26/2016	ECN POLYGRAPH AND INVESTIGATIONS	POLYGRAPHS	450.00
10166	8/26/2016	ESTEVEZ, BRIAN	PER DIEM SLI SESSION 8	240.00
10167	8/26/2016	HAYNES, EUGENE G.	MILEAGE REIMB CSJVRMA SIDEWALK	107.46
10168	8/26/2016	HOLT, ROBERT	PER DIEM SUBDIVISION MAP ACT S	79.33
10169	8/26/2016	JORGENSEN COMPANY	FIRE EXTINGUISHER RECHARGE	82.96
10170	8/26/2016	LAWSON, DINO	PER DIEM FBINAA CONFERENCE	240.50
10171	8/26/2016	LINCOLN AQUATICS INC.	CHLORINE	1,330.80
10172	8/26/2016	LIPPINCOTT, JOHN	PER DIEM 2016 CALBO EDUCATION	144.00
10173	8/26/2016	M A C E A	AUGUST 2016 MONTHLY DUES	25.00
10174	8/26/2016	M P O A	AUGUST 2016 MONTHLY DUES	6,357.48
10175	8/26/2016	M.C.E.A.	AUGUST 2016 MONTHLY DUES	375.00
10176	8/26/2016	MASSETTI, KEVIN	NEW OFFICE BLINDS	895.80
10177	8/26/2016	MADERA TRIBUNE	EXPANDED MAX SERVICE AD	660.00
10178	8/26/2016	MADERA VETERINARY CENTER	VETERINARY SVS	228.50
10179	8/26/2016	METRO UNIFORM	VESTS	3,412.80
10180	8/26/2016	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL SVS JULY 2016	275,313.09
10181	8/26/2016	MONDRAGON, JUAN	MILEAGE REIMBURSEMENT 08/14/16	20.74
10182	8/26/2016	N.P.C.-ORCHARD TRUST COMPANY	PLAN #340227-01 FOR 08/26/2016	6,340.05
10183	8/26/2016	N.P.C.-ORCHARD TRUST COMPANY	PLAN #340227-02 FOR 08/26/2016	3,307.82
10184	8/26/2016	NATIONAL DATA & SURVEYING SERVICES	TRAFFIC COUNTS	725.00
10185	8/26/2016	OPERATING ENGINEERS, LOCAL #3	AUGUST 2016 MONTHLY DUES	308.00
10186	8/26/2016	GINDER, TERRY	TURF REPLACEMENT REBATE	750.00

10187	8/26/2016 MORA, JANET	TURF REPLACEMENT REBATE	750.00
10188	8/26/2016 MOYERS, SAM	TURF REPLACEMENT REBATE	525.00
10189	8/26/2016 PACIFIC GAS & ELECTRIC	07/16 PG&E SVS 9920095153-3	66,463.66
10190	8/26/2016 BARRERA, ZURI	PARK DEPOSIT REFUND	50.00
10191	8/26/2016 BARRERAS, ARTURO	PARK DEPOSIT REFUND	100.00
10192	8/26/2016 CARDENAZ, DENNISE	PARK DEPOSIT REFUND	50.00
10193	8/26/2016 CHAHAL, TAJINDER	PARK DEPOSIT REFUND	100.00
10194	8/26/2016 DELGADILLO, BIANY	PARK DEPOSIT REFUND	100.00
10195	8/26/2016 DOMINGUEZ-SALINAS, LUZ	FACILITY DEPOSIT REFUND	100.00
10196	8/26/2016 EDWARDS, LAVENA	FACILITY DEPOSIT REFUND	100.00
10197	8/26/2016 GALLARDO-BARRIENTOS, FILGAR	PARK DEPOSIT REFUND	50.00
10198	8/26/2016 GAMBOA SR., RAYMOND	PARK DEPOSIT REFUND	100.00
10199	8/26/2016 GARAY, ANASTASIA	FACILITY DEPOSIT REFUND	50.00
10200	8/26/2016 GARCIA, ALMA	PARK DEPOSIT REFUND	100.00
10201	8/26/2016 GARCIA, CARRIE	PARK DEPOSIT REFUND	50.00
10202	8/26/2016 INIGUEZ, MARISOL	PARK DEPOSIT REFUND	50.00
10203	8/26/2016 JOAQUIN, CARLOS	PARK DEPOSIT REFUND	100.00
10204	8/26/2016 MADERA SEVENTH DAY ADVENTIS CHURCH	PARK DEPOSIT REFUND	50.00
10205	8/26/2016 MEDINA, APRIL	PARK DEPOSIT REFUND	50.00
10206	8/26/2016 PARK DEPOSIT REFUND	PARK DEPOSIT REFUND	50.00
10207	8/26/2016 PEREZ, ALEJANDRA	PARK DEPOSIT REFUND	50.00
10208	8/26/2016 RODRIGUEZ, YESENIA	PARK DEPOSIT REFUND	50.00
10209	8/26/2016 SOLORIO, MARTHA	FACILITY DEPOSIT REFUND	100.00
10210	8/26/2016 TABAREZ, SYLVIA	CLASS CANCELLATION REFUND	139.00
10211	8/26/2016 TREVINO, YOLANDA	PARK DEPOSIT REFUND	50.00
10212	8/26/2016 TRINIDAD, NORMA	PARK DEPOSIT REFUND	50.00
10213	8/26/2016 VARGAS, RICARDO	PARK DEPOSIT REFUND	107.50
10214	8/26/2016 PECK'S PRINTERY	CORRECTION NOTICES	1,168.94
10215	8/26/2016 POLYDYNE INC.	BIOSOLIDS PROCESSING	4,123.44
10216	8/26/2016 PUBLIC FINANCE STRATEGIES, LLC	Revenue Measure Consulting Ser	15,754.00
10217	8/26/2016 QUALLS, MARK	PER DIEM 2016 CALBO EDUCATION	144.00
10218	8/26/2016 SAN DIEGO POLICE EQUIPMENT	FOF 9MM Marker Rounds, Blue CS	2,871.56
10219	8/26/2016 SIMPLYGROUP	NETWORK STORAGE	10,268.97
10220	8/26/2016 SMITH, JOHNNIE	PER DIEM FBINAA CONFERENCE	240.50
10221	8/26/2016 SPRINT	INVESTIGATION	30.00
10222	8/26/2016 TAMARACK PEST CONTROL	PEST CONTROL SVS WELL 28	60.00
10223	8/26/2016 TESEI PETROLEUM INC.	VEHICLE FUEL	708.56
10224	8/26/2016 TESEI PETROLEUM, INC.	FUEL	715.41
10225	8/26/2016 THRIVE FITNESS	AUGUST 2016 MONTHLY DUES	81.00
10226	8/26/2016 A & C FUNDING INC.	UTILITY BILLING CREDIT REFUND	126.99
10227	8/26/2016 AWAN, NASAR	UTILITY BILLING CREDIT REFUND	183.04
10228	8/26/2016 BRAGA, LYNZE OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	225.30
10229	8/26/2016 CHAVEZ, LAZARO	UTILITY BILLING DEPOSIT REFUND	73.62
10230	8/26/2016 CHILDERS, DAVID MICHAEL	UTILITY BILLING CREDIT REFUND	76.69
10231	8/26/2016 COEN, KASAUNDR	UTILITY BILLING DEPOSIT REFUND	20.91
10232	8/26/2016 CONCEPCION, MARC	UTILITY BILLING CREDIT REFUND	195.34
10233	8/26/2016 DAVIS, KELLI OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	177.30
10234	8/26/2016 DAVIS, ROGELIO OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	150.89
10235	8/26/2016 DEL CARMEN VIVEROS AND MARTINEZ ROMMEL	UTILITY BILLING CREDIT REFUND	119.60
10236	8/26/2016 DEL TORO, LETICIA	UTILITY BILLING CREDIT REFUND	141.93
10237	8/26/2016 DOMPELING, TERRI	UTILITY BILLING CREDIT REFUND	207.62
10238	8/26/2016 ELROD, JUDY	UTILITY BILLING DEPOSIT REFUND	6.18
10239	8/26/2016 FABIONAR, STEVE	UTILITY BILLING CREDIT REFUND	9.09
10240	8/26/2016 GALINDO, JUVENTINO OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	150.39
10241	8/26/2016 GARCIA, ELUTERIA OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	150.17
10242	8/26/2016 GARZA, MARIA	UTILITY BILLING DEPOSIT REFUND	29.76
10243	8/26/2016 HERNANDEZ MARTINEZ, DEMETRIO	UTILITY BILLING CREDIT REFUND	150.64
10244	8/26/2016 HORAL, DONALD C	UTILITY DEPOSIT REFUND	116.54
10245	8/26/2016 KLUDJIAN, JAMES	UTILITY BILLING DEPOSIT REFUND	22.09
10246	8/26/2016 MAH, WAYNE	UTILITY BILLING CREDIT REFUND	141.53
10247	8/26/2016 MARES, MARIA OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	33.31
10248	8/26/2016 MARTINEZ, ROBIN MELISSA	UTILITY BILLING CREDIT REFUND	153.04
10249	8/26/2016 MEELO CORPORATION	UTILITY BILLING DEPOSIT REFUND	44.10
10250	8/26/2016 MELGOZA, ESPERANZA	UTILITY BILLING CREDIT REFUND	16.72
10251	8/26/2016 MURPHY, JERRIANNE	UTILITY BILLING CREDIT REFUND	65.43
10252	8/26/2016 PRADO, DARLENE OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	150.44
10253	8/26/2016 RENTERIA MANUEL AND MAR	UTILITY BILLING DEPOSIT REFUND	14.05
10254	8/26/2016 SANCHEZ SANTIAGO, VALENTE	UTILITY BILLING CREDIT REFUND	227.57
10255	8/26/2016 SANDATE, HORACIO OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	68.84
10256	8/26/2016 SINGH, SATNAM	UTILITY BILLING CREDIT REFUND	134.52
10257	8/26/2016 VALENCIA, MIGUEL AND CAMACHO, ROSA	UTILITY BILLING CREDIT REFUND	130.55
10258	8/26/2016 VAZQUEZ, STEFANIE	UTILITY BILLING CREDIT REFUND	133.48
10259	8/26/2016 WHITAKER, JEAN A	UTILITY BILLING DEPOSIT REFUND	5.66
10260	8/26/2016 WILLEY, TOM C/O MADERA MANAGEMENT CO	UTILITY BILLING DEPOSIT REFUND	74.10
10261	8/26/2016 ZAPATA, DONALD J	UTILITY BILLING DEPOSIT REFUND	26.11
10262	8/26/2016 UNITY IT	CONSULTING AND TECHNOLOGY	725.00
10263	8/26/2016 VALLEY LUBE EQUIPMENT	PUMP	1,487.75
10264	8/26/2016 VANTAGEPOINT TRANSFER AGENTS-457	PLAN #302351 CONTRIBS FOR 08/2	21,601.53
10265	8/26/2016 VERIZON WIRELESS	CITY CELL PHONE CHARGES JUL 11	6,282.48
10266	8/26/2016 WEST COAST ARBORISTS, INC.	TREE MAINTENANCE	1,350.00

Bank # 1 - Union Bank General Account Total

1,414,635.19



REPORT TO CITY COUNCIL

Approved by:

Sonia Alvarez
Department Director

[Signature]
City Administrator

Council Meeting of: 9/7/16

Agenda Number: B-3

SUBJECT: Consideration of a Resolution Adopting the City of Madera Conflict of Interest Code and Repealing Resolution No. 14-158 and All Resolutions in Conflict Herewith

RECOMMENDATION: Staff recommends that the Council adopt a resolution amending the City of Madera Conflict of Interest Code and repealing Resolution No. 14-158 and all resolutions in conflict herewith.

SUMMARY: The City is required to review biennially its Conflict of Interest Code. The Conflict of Interest Code identifies officials, employees, committees/commissions, and consultants who are required to file a Statement of Economic Interest Form 700 upon assuming office, annually thereafter, and upon leaving office. Designated individuals must disqualify themselves when conflicts of interest occur.

DISCUSSION: Pursuant to the Political Reform Act, the City is required to conduct a biennial review of its Conflict of Interest Code to determine if changes are necessary to the designated positions and the respective disclosure categories. The designated positions include those who make or participate in the making of governmental decisions that could affect their personal economic interests. The Conflict of Interest Code was last amended on 9/17/14 by Resolution No. 14-158. Suggested changes to the designated positions are shown in strikeout/underline format on Exhibit A to the resolution.

FINANCIAL IMPACT: None.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

Amendments to the City of Madera Conflict of Interest Code are 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.

RES. NO. _____

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. 14-158 AND ALL RESOLUTIONS IN CONFLICT HEREWITH

WHEREAS, the Political Reform Act (Government Code Section 87300, et. seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes; and

WHEREAS, the Political Reform Act requires certain officials, specified in section 87200 of the California Government Code, to file a Statement of Economic Interest Form 700 and abstain from making or participating in making governmental decisions which have a reasonably foreseeable material effect on an economic interest; and

WHEREAS, the Political Reform also requires the City to adopt a local conflict of interest code that enumerates specific City positions other than those specified in Government Code §87200 which involve making or participating in making decisions which have a reasonable foreseeable material effect on an economic interest, interests in real property and sources of income which are reportable based on the scope of the decision-making authority of the position; and

WHEREAS, the Fair Political Practices Commission has adopted regulations (2 Ca. Code of Regulations Section 18730), which contains the terms of the standard conflict of interest code; and

WHEREAS, the City Council desires to repeal the City of Madera's Conflict of Interest Code, and adopt a new Conflict of Interest Code incorporating new provisions of Government Code Section 87300, et. seq., and reflecting changes to the designated positions; and

WHEREAS, the terms of 2 Ca. Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference.

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

1. The above recitals are true and correct.
2. The City Council hereby repeals Resolution No. 14-158 and all resolutions in conflict herewith.
3. The terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference.

4. The City Council of the City of Madera hereby adopts the City of Madera Conflict of Interest Code attached as Exhibit A.
5. Persons holding positions listed as designated positions in the Conflict of Interest Code shall file a Statement of Economic Interest Form 700 and report the categories listed therein.
6. This resolution is effective immediately upon adoption.

* * * * *

EXHIBIT A

CITY OF MADERA CONFLICT OF INTEREST CODE

- A. The terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference.
- B. The positions listed below are public officials designated by statute and are required to file a Statement of Economic Interests pursuant to Government Code Section 87200.

Mayor
City Council
City Administrator
City Attorney
City Treasurer
Planning Commissioners

- C. Persons holding positions listed as designated positions under Section D shall file with the City Clerk a Statement of Economic Interests Form 700 upon assuming office, annually thereafter, and upon leaving office. Statement of Economic Interests Form 700 are a public record and available for public inspection and reproduction.

- D. Designated Positions and Disclosure Category

Designated Positions	Disclosure Category
<u>ADMINISTRATION</u>	
<u>Communications Manager</u>	I
Director of Administrative Services	I
<u>AIRPORT</u>	
Airport Operations Manager	I
<u>CITY CLERK</u>	
City Clerk	I
Deputy City Clerk	I
<u>CITY ATTORNEY</u>	
Deputy City Attorney	I
Paralegal Office Administrator	I
<u>COMMUNITY DEVELOPMENT</u>	
Assistant Engineer	I II
Assistant Planner	III
Associate Civil Engineer	I

Associate Planner	III
Chief Building Official	I
City Engineer	I
Deputy City Engineer	I
Director of Community Development	I
Engineering Project Manager	I
Engineering Technician III	I
Planning Manager	I
Plans Examiner	III
Project Development Coordinator – Licensed	I II
Senior Planner	I
Special Transportation Projects Director	I

FINANCE

Director of Financial Services	I
Financial Services Manager	I
Utility Billing Supervisor	II, III

FIRE

Fire Chief	I
Deputy Chief	I
Division Chief	I

FLEET

Fleet Operations Manager	II
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GRANTS

Grant Administrator	I
Program Manager Grants	III I

HUMAN RESOURCES

Administrative Analyst	III
Director of Human Resources	I

INFORMATION SERVICES

Computer Technician	II
Information Services Manager	I
Network Administrator	II

NEIGHBORHOOD REVITALIZATION

Neighborhood Preservation Supervisor	I
--------------------------------------	---

PARKS AND COMMUNITY SERVICES

Business Manager	I
Director of Parks and Community Services	I
Parks Planning Manager	I
Parks Supervisor	II, III

Recreation and Community Programs Manager I

POLICE

Chief of Police I

Police Auxiliary Services Supervisor II, III

Police Commander I

~~Police Lieutenant II, III~~

Police Office Supervisor II, III

Police Sergeant III

PUBLIC WORKS

Administrative Analyst I

Electrical and Facilities Operations Manager II, III

~~Program Manager Grants II, III~~

Public Works Operations Director I

~~Solid Waste Manager II, III~~

Streets and Storm Drainage Operations Manager II, III

Wastewater Treatment Plant Manager II, III

Water and Sewer Operations Manager II, III

PURCHASING

Procurement Services Manager I

**SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT
AGENCY AND SUCCESSOR HOUSING AGENCY**

Executive Director I

Redevelopment Agency Secretary II, III

Redevelopment Manager I

BOARDS AND COMMISSIONS

Civil Service Commission I

Oversight Board of the Successor Agency I

to the Former Madera Redevelopment Agency

Madera Public Financing Authority Board I

City Council as the Successor Agency I

to the Former Madera Redevelopment Agency

City Council as the Successor Housing Agency I

CONSULTANTS

Consultants I

E. Disclosure Categories

- I. All investments, business positions, and sources of income located in or doing business in the City of Madera, including gifts, loans and travel payments, and all interests in real property located in the City of Madera including property located within a two-mile radius of the City of Madera or any property owned or used by the City of Madera.

Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category (Category I) in the Conflict of Interest Code subject to the following limitation.

The City Administrator or his/her designee may determine in writing that a particular consultant, although a "designated position" is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The City Administrator's or his/her designee's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

- II. All investments, business positions in, and sources of income located in or doing business in the City of Madera, including gifts, loans and travel payments, of the type which provide goods, services, supplies, materials, vehicles, machinery or equipment of the type utilized by the City of Madera.
- III. All investments, business positions in, and sources of income located in or doing business in the City of Madera, including gifts, loans and travel payments, which are subject to the regulatory, permit or licensing authority of, or have an application for a license or permit pending before, the City of Madera.

REPORT TO THE CITY COUNCIL

COUNCIL MEETING OF September 7, 2016

AGENDA ITEM NUMBER B-4

APPROVED BY

Steve Fromien
DEPARTMENT DIRECTOR

[Signature]
CITY ADMINISTRATOR

SUBJECT: CONSIDERATION OF A MINUTE ORDER OF THE COUNCIL OF THE CITY OF MADERA, CALIFORNIA AUTHORIZING THE ACCEPTANCE OF A NATIONAL INSURANCE CRIME BUREAU VEHICLE DONATED TO THE MADERA POLICE DEPARTMENT AND AUTHORIZING THE CHIEF OF POLICE TO EXECUTE ALL DOCUMENTS NECESSARY TO ACCEPT THE DONATION.

RECOMMENDATION:

Council approves the minute order accepting the donation from the National Insurance Crime Bureau and authorizing the Chief of Police to execute all documents necessary to accept the donation.

BACKGROUND:

National Insurance Crime Bureau has a vehicle that they would like to donate to Madera PD to enhance the PD's efforts in vehicle theft suppression.

In 2008 we requested and received approval from Council to participate in a vehicle lease agreement with The National Insurance Crime Bureau (NICB). The NICB has developed a program designed to assist law enforcement agencies by providing them with recovered stolen vehicles. The program leases recovered stolen vehicles to agencies for one dollar; the lease is for one to three years. The vehicles in question were stolen and the owner/lending institution have received compensation from their insurance agency. The insurance agency takes possession of the recovered vehicle and the vehicles are thoroughly inspected, repaired if needed and certified as sound. The vehicles are then turned over to the NICB who is the nation's leading not-for-profit organization dedicated exclusively to preventing, detecting and defeating insurance fraud and vehicle theft. The NICB then offers vehicles for use to law enforcement agencies

as long as the agency dedicates some time to the prevention, investigation and apprehension of vehicle theft crimes. The Department has benefited from this program since 2008. NICB vehicles are used by our Special Investigation Team at an approximate savings of \$75,000 to the City.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

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



VEHICLE USE AGREEMENT

The National Insurance Crime Bureau ("NICB") does hereby lease to City of Madera (the "Agency") the vehicle described as:

Year: 2006
Make: TOYOTA
Model: AVALON
VIN: 4T1BK36B76U109940

This vehicle will be used by the Agency for the purpose of investigation of insurance-related crime and/or fraud. This Agreement is subject to the following conditions:

1. The Agency leases from the NICB, the above-described vehicle for good and valuable consideration in pursuit of its lawful purposes. The Agency shall accept said vehicle "as is" and shall re-title the vehicle in the name of the Agency prior to any use. The Agency shall have full use of the vehicle for a period of 161 days. The parties may extend or terminate this Agreement upon 60-days written notice to the Agency. For the duration of the Agreement, the Agency shall perform all routine maintenance on the vehicle.

Return Date January 10, 2017

2. The NICB shall retain a remainder interest in said vehicle and that remainder interest shall take full force and effect on the Return Date, unless prior written notice of termination has been provided to Agency. At the option of the NICB, the remainder interest will consist of a transfer of title back to NICB and the physical transfer of the above described vehicle, regardless of its condition. In the event the vehicle is not re-titled in the name of the Agency within 90 days from the date last written below, the Agency shall immediately return said vehicle to the NICB.
3. The Agency warrants that it will not sell, convey or in any way dispose of said vehicles in a manner which may impair the NICB's remainder interest. However, in the event that the above-described vehicle is stolen or in any way damaged while in the custody of the Agency, its agents or assigns, the Agency shall be liable for any repair or replacement costs.
4. The Agency does hereby release the NICB from all claims for property damage or bodily injury arising from the operation or maintenance of the vehicle described herein by an employee, agent or assign of the NICB during the term of this Agreement.
5. The Agency agrees and warrants that it shall provide insurance coverage (self-insured agency) for the above-described vehicle in the normal course of its business.
6. The Agency agrees to provide monthly reports to the NICB employee signing this Agreement setting forth statistical accomplishments attributed to the vehicle. These reports must include;
 - a. The number of times the vehicle was deployed,

- b. The number of arrests made due to the use of the vehicle,
- c. The number of convictions obtained due to the use of the vehicle,
- d. The current mileage and condition of the vehicle, and
- e. The number of vehicle recoveries.

Failure to provide these reports is a material breach of this Agreement and upon written notice to Agency; the NICB may terminate this Agreement and require the return of the vehicle.

- 7. The effective date of this Agreement shall be the date the vehicle is delivered into the custody of the Agency.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 10th day of January, 2016.


THE AGENCY:

By: _____
Name of Signer

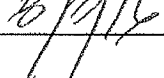
Its: _____
Title

Date: _____

NATIONAL INSURANCE CRIME BUREAU:

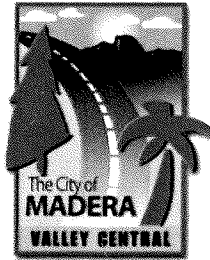
By: 
Name of Signer
Director - Field Operations

Its: _____
Title
West Region

Date: 

VIN:4T1BK36B76U109940

NICB File #C0806700008



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REPORT TO CITY COUNCIL

Approved By:



Department Director

Council Meeting of September 7, 2016

Agenda Item Number B-5



City Administrator

SUBJECT: CONSIDERATION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, APPROVING A TRIENNIAL DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL OF 13% FOR FEDERALLY-FUNDED TRANSIT PROJECTS, FFY 2016/17, 2017/18, AND 2018/19

RECOMMENDATION:

That the City Council adopt a resolution approving a triennial DBE goal of 13% for Federal Transit Administration (FTA) funded projects.

SUMMARY:

To continue receiving FTA grant funds, the City must establish a triennial DBE goal. By Minute Order on July 6, 2016, the City Council authorized public notice of a proposed DBE goal of 13% for FTA-funded projects in federal fiscal years FFY 2016/17, 2017/18, and 2018/19.

DISCUSSION:

The City is a recipient of United States Department of Transportation (U.S. DOT) funding through the Federal Transit Administration (FTA). As a condition of receiving this assistance, the City signed an assurance that it will comply with FTA's Disadvantaged Business Enterprise (DBE) requirements. In accordance with Title 49 CFR Part 26 provisions, the City is required to develop and submit a Triennial DBE goal, even if it is calculated to be zero.

Engineering

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

www.madera-ca.gov

The City has several FTA-assisted projects budgeted during the next three federal fiscal years which total \$2,134,007:

FEDERAL	PROJECT
264,000	Purchase two (2) Madera Area Express (MAX) buses
135,000	Purchase one (1) Dial-a-Ride (DAR) bus
374,888	Bus maintenance (this is done in-house using City staff)
<u>1,360,119</u>	Construction of a 3,200 SF Administration/Transit Facility
\$2,134,007	

The proposed triennial DBE goal is thirteen percent. The goal methodology is based on a determination of the percentage of contractors that are DBE's who are ready, willing and able to participate in the federal-aid contracting program, with adjustments, as necessary, to account for evidence of continuing effects of past discrimination. The percentage is weighted by dollar amount per type of work. The California Unified Certification Program (CUCP) identifies the DBE's in the market area. The CUCP database shows no DBE's in the category of Heavy Duty Truck and Bus Manufacturing and 127 DBE's in the category of Commercial and Institutional Building Construction. For this reason, the proposed DBE goal is calculated to be 13%.

By Minute Order on July 6, 2016, the City Council authorized public notice of a proposed DBE goal of 13% for FTA-funded projects in federal fiscal years 2016/17, 2017/18, and 2018/19. In accordance with public participation regulatory requirements of Title 49 CFR Part 26, minority, women, local business associations, and community organizations within the market area were provided an opportunity to review the triennial DBE goal analysis and provide input. The City issued a public notice in general circulation media, consisting of the Madera Tribune, on July 9, 2016; and an online trade and focus publication known as DBEGoodFaith.com, on July 7, 2016. The notices informed the public that the proposed goal and rationale were available for public comment for 45 days following the date of notice. No comments were received by the City of Madera during the 45-day public comment period.

The Council is now asked to adopt the triennial DBE goal for FTA-funded projects.

FISCAL IMPACT:

Noncompliance with the requirement to set a triennial DBE goal for FTA-funded projects subjects a local agency to suspension of current grant funding and denial of future grants. Council action requested in this report will have no effect on the General Fund.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Meeting the FTA funding requirements addresses components within Strategy 121, Multi-modal transportation - Develop a city-wide multi-modal transportation plan to ensure safe, affordable and convenient transportation modes for residents and businesses within Madera.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MADERA, APPROVING A TRIENNIAL DBE (DISADVANTAGED
BUSINESS ENTERPRISE) GOAL OF 13% FOR FEDERALLY-FUNDED
TRANSIT PROJECTS, FFY 2016/17, 2017/18, AND 2018/19**

WHEREAS, the City of Madera (the "City") receives United States Department of Transportation grants through the Federal Transit Administration (FTA); and

WHEREAS, federal regulations require recipients of FTA funds to establish a triennial DBE goal (49 CFR 26.45.); and

WHEREAS, timely submission of the goal is a condition of eligibility for FTA financial assistance; and

WHEREAS, following one of the approved methodologies listed in the federal regulations, the proposed DBE goal for the City's FTA-funded projects was calculated to be 13%; and

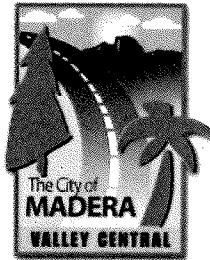
WHEREAS, notice of the proposed DBE goal was published on DBEGoodFaith.com on July 7, 2016 and in the Madera Tribune on July 9, 2016; and

WHEREAS, the notice provided opportunity for public comment; and

WHEREAS, no objections were received at the designated City office.

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 DBE goal of 13% for federally-funded transit projects for FFY 2016/17, 2017/18, and 2018/19 is approved.
3. This resolution is effective immediately upon adoption.



REPORT TO CITY COUNCIL

Approved By:



Department Director

Council Meeting of September 7, 2016
Agenda Item Number B-6

City Administrator



City Administrator

SUBJECT: CONSIDERATION OF A RESOLUTION APPROVING AN AGREEMENT WITH LIVE OAK ASSOCIATES, INC. FOR ON-CALL PROFESSIONAL ENVIRONMENTAL SERVICES TO THE CITY OF MADERA FOR ROUTINE MAINTENANCE OF CITY-OWNED BRIDGES ALONG THE FRESNO RIVER

RECOMMENDATION:

That the City Council approves Resolution No. 16-_____:

1. Approving the Agreement with Live Oak Associates, Inc.
2. Authorizing the Mayor to execute the Agreement.

SUMMARY:

The Agreement with Live Oak Associates, Inc. is to perform a Pre-activity survey (Project) around the area of City-owned Bridges for sensitive status species, in compliance with the Lake or Streambed Alteration Agreement (LSA) with the California Department of Fish and Wildlife (CDFW). The total amount of the agreement is \$16,600. The project is included in the 2016/17 City Budget. The Professional Environmental Services will be funded with Local Transportation Funds (LTF).

DISCUSSION:

Every two (2) years, Caltrans Bridge Inspectors conduct an inspection of City Bridges and sends a copy of the Bridge Inspection Report (BIR) to City. The BIR includes various information regarding the condition of the Bridges at the time they were inspected. Additionally the BIR also includes maintenance recommendations ranging from scour protection, erosion control, re-painting of Bridge members, and replacement of Bridge components.

The City-owned Bridges along the Fresno River are as follows:

Engineering

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

www.madera-ca.gov

1. Granada Bridge - North of Riverview Drive
2. Schnoor Bridge – North of Riverview Drive
3. Gateway Bridge – North of Central Avenue
4. “D” Street Bridge – South of Riverside Drive
5. Lake Street Bridge – South of Riverside Drive
6. Cleveland Avenue Bridge – North of Yosemite Avenue (SR 145)

The City of Madera Department of Public Works is responsible for the maintenance of all City Bridges. Pursuant to Fish and Wildlife Code (FWC) Section 1602, City is required to notify CDFW of City’s intent to perform routine maintenance on the Bridges along the Fresno River and to enter into a Lake or Streambed Alteration (LSA) agreement between the CDFW and the City of Madera.

On January 21, 2016, the LSA agreement was concurred and approved by both City and CDFW. Part of the agreement requires the City to conduct a Pre-activity Survey 30 days prior to performing routine maintenance work on the Bridges.

Since the Pre-activity survey requires a qualified Biologist, a Request for Proposal (RFP) was prepared and sent to three (3) Consultants. Proposals were received from Compliance Solutions, Inc. and Live Oak Associates, Inc. The third Consultant, Alphabiota did not submit a proposal.

The Selection Committee consisting of three City Engineering Division staff reviewed, evaluated and ranked the proposals based on the four criteria listed in the RFP, as follows; personnel biological experience, similar project experience, approach to work tasks/schedule, and fee schedule. Live Oak Associates, Inc. received the highest ranking. The required process for determining an acceptable fee for services was conducted by Staff and the agreement is hereby recommended for council approval.

The agreement amount is \$9,050 for the Pre-activity Survey to include Swainson’s Hawk Survey and Nesting Bird Raptor Survey, and \$7,550 for the preparation of the Verification Review Form (VRF) for the six (6) Bridges overcrossing the Fresno River, as they become needed.

FISCAL IMPACT:

There is no fiscal impact to the City’s General Fund. Funding for these professional services is included in the 2016/17 City Budget. The Environmental Services will be funded with Local Transportation Fund (LTF), Account Number 5830-5096 (MAIS), Org number 42005330, Object number 7050 (Tyler/Munis).

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

Strategy 126: Supports clean, safe and attractive streets to accommodate traffic.

The City-owned Bridges along the Fresno River are as follows:

1. Granada Bridge - North of Riverview Drive
2. Schnoor Bridge – North of Riverview Drive
3. Gateway Bridge – North of Central Avenue
4. “D” Street Bridge – South of Riverside Drive
5. Lake Street Bridge – South of Riverside Drive
6. Cleveland Avenue Bridge – North of Yosemite Avenue (SR 145)

The City of Madera Department of Public Works is responsible for the maintenance of all City Bridges. Pursuant to Fish and Wildlife Code (FWC) Section 1602, City is required to notify CDFW of City’s intent to perform routine maintenance on the Bridges along the Fresno River and to enter into a Lake or Streambed Alteration (LSA) agreement between the CDFW and the City of Madera.

On January 21, 2016, the LSA agreement was concurred and approved by both City and CDFW. Part of the agreement requires the City to conduct a Pre-activity Survey 30 days prior to performing routine maintenance work on the Bridges.

Since the Pre-activity survey requires a qualified Biologist, a Request for Proposal (RFP) was prepared and sent to three (3) Consultants. Proposals were received from Compliance Solutions, Inc. and Live Oak Associates, Inc. The third Consultant, Alphabiota did not submit a proposal.

The Selection Committee consisting of three City Engineering Division staff reviewed, evaluated and ranked the proposals based on the four criteria listed in the RFP, as follows; personnel biological experience, similar project experience, approach to work tasks/schedule, and fee schedule. Live Oak Associates, Inc. received the highest ranking. The required process for determining an acceptable fee for services was conducted by Staff and the agreement is hereby recommended for council approval.

The agreement amount is \$9,050 for the Pre-activity Survey to include Swainson’s Hawk Survey and Nesting Bird Raptor Survey, and \$7,550 for the preparation of the Verification Review Form (VRF) for the six (6) Bridges overcrossing the Fresno River, as they become needed.

FISCAL IMPACT:

There is no fiscal impact to the City’s General Fund. Funding for these professional services is included in the 2016/17 City Budget. The Environmental Services will be funded with Local Transportation Fund (LTF), Account Number 5830-5096 (MAIS), Org number 42005330, Object number 7050 (Tyler/Munis).

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

Strategy 126: Supports clean, safe and attractive streets to accommodate traffic

RESOLUTION NO. 16-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING AN AGREEMENT WITH LIVE OAK ASSOCIATES, INC. FOR ON-CALL PROFESSIONAL ENVIRONMENTAL SERVICES TO THE CITY OF MADERA FOR ROUTINE MAINTENANCE OF CITY-OWNED BRIDGES ALONG THE FRESNO RIVER AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

WHEREAS, the City of Madera owns and maintains six (6) Bridges along the Fresno River; and

WHEREAS, these six (6) Bridges are inspected bi-annually by Caltrans, and a Bridge Inspection Report (BIR) is submitted to the City with recommendations for various maintenance work; and

WHEREAS, pursuant to Fish and Wildlife Code (FWC) Section 1602, City is required to notify the California Department of Fish and Wildlife (CDFW) City's intent to perform routine maintenance on the Bridges along the Fresno River and to enter into a Lake or Streambed Alteration (LSA) agreement between the CDFW and the City of Madera; and

WHEREAS, the agreement also requires a pre-activity survey for sensitive status species to be conducted by a Biologist before any routine maintenance work is done; and

WHEREAS, environmental services by a professional firm is required to comply with the Agreement between the City and the CDFW; and

WHEREAS, Live Oak Associates, Inc., has the professional skills to perform the necessary professional environmental services and City desires to retain Live Oak Associates, Inc; and

WHEREAS, the funding for routine maintenance and environmental work on the Project has been included in the 2016/17 Budget; and

WHEREAS, the Agreement with Live Oak Associates, Inc. for such professional environmental services is recommended for approval and a copy of such agreement is on file in the Office of the City Clerk.

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

1. The above recitals are true and correct.
2. The Agreement with Live Oak Associates, Inc. for professional environmental services for a budget amount of \$9,050 for the Pre-activity surveys to include Swainson's Hawk Survey and Nesting Bird Raptor Survey, and \$7,550 for the preparation of the Verification Review Form (VRF) for the six (6) Bridges overcrossing the Fresno River, as they become needed, a copy of which is on file in the Office of the City Clerk and referred to for particulars, is hereby approved.
3. The Mayor is authorized to execute the Agreement.
4. This resolution is effective immediately upon adoption.

* * * * *

AGREEMENT WITH LIVE OAK ASSOCIATES, INC. FOR AN ON-CALL PROFESSIONAL ENVIRONMENTAL SERVICES FOR ROUTINE MAINTENANCE WORK ON CITY-OWNED BRIDGES ALONG THE FRESNO RIVER

This Agreement made and entered into this 7th day of September, 2016, between the City of Madera a municipal corporation of the State of California, hereinafter called “**CITY**”, and **LIVE OAK ASSOCIATES, INC.**, located in Oakhurst, CA, hereinafter called “**CONSULTANT**”.

WITNESSETH

WHEREAS, CITY will be performing its annual Routine Maintenance work within and around six (6) City-owned Bridges along the Fresno River, hereinafter called “Project”; and

WHEREAS, CITY needs professional environmental services to perform a Pre-activity survey to comply with the requirements stipulated in the Agreement between the City and the California Department of Fish and Wildlife (CDFW) before any routine maintenance work in the Fresno River can be performed; and

WHEREAS, CONSULTANT is qualified and certified to provide the required professional environmental services on an on-call basis and is knowledgeable of State and Federal environmental requirements; and

WHEREAS, CITY desires to hire CONSULTANT for such professional environmental services.

NOW THEREFORE:

The parties hereto mutually agree as follows:

1. SERVICES OF CONSULTANT:

CITY hereby hires CONSULTANT to provide professional environmental services on an on-call basis as set forth herein in connection with the Project, and shall be in compliance with Federal and State environmental requirements. 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 services set forth in EXHIBIT A, "Work Plan", attached hereto and incorporated herein by reference. CONSULTANT accepts full responsibility for the scope of services provided by sub-consultants necessary for delivery of the project. CONSULTANT shall comply with applicable City of Madera standards and requirements as directed by the CITY, and applicable Federal and State environmental requirements.

3. TERM:

The term of this agreement shall commence upon the above-written date and shall remain in effect until September 30, 2018, unless this agreement is terminated as set forth in Section 12. The City may opt to extend this agreement for two (2) additional one-year terms with written notice to the Consultant thirty (30) days prior to the expiration of this contract.

4. PROGRESS REPORTS AND MEETINGS:

CONSULTANT shall communicate with CITY staff once a week to verify, refine and complete the project requirements and review the work progress for the project. CONSULTANT shall prepare updates on the progress of the tasks listed in the Scope of Services. If it deem necessary, CONSULTANT shall have a meeting with the CITY staff to review the completion of the survey.

5. 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;

6. COMPENSATION

The basic fee based on the estimated hours of work listed in EXHIBIT B, "MANPOWER SCHEDULE AND FEE PROPOSAL", attached hereto and incorporated herein by reference, for the work tasks itemized in the Scope of Services. CITY and CONSULTANT agree that the hourly rates shown in EXHIBIT C, "HOURLY RATE", shall remain in full force and effect through December 31, 2018. 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 as shown in EXHIBIT B.

7. 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.

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:

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 the CONSULTANT, his agents, representatives, or employees.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG0001).

2. Insurance Service Office form number CA 0001 (Ed. 10/01) covering Automobile Liability, Code 1 (any auto).

3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

4. Errors and Omissions liability insurance appropriate to the consultant's profession. CONSULTANT'S coverage is to be endorsed to include contractual liability.

B. Minimum Limits of Insurance

CONSULTANT shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Insurance: \$1,000,000 per accident for bodily injury and property damage.

3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

4. Professional Liability (Errors & Omissions): \$250,000 per claim and \$1,000,000 aggregate with a deductible not to exceed \$75,000, except that a higher deductible may be approved with appropriate documentation acceptable to the City's Risk Manager.

C. Deductibles and Self Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the CITY, its officers, officials, employees, and designated volunteers; or the CONSULTANT shall provide a financial guarantee satisfactory to the CITY guaranteeing payment of losses and related investigations, claim administration and defense expense.

D. Other Insurance Provisions

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees and designated volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT including materials, parts or equipment furnished in connection with such work or operations or automobiles owned, leased, hired or borrowed by the CONSULTANT. General liability coverage shall be provided with the following endorsement forms: 1) CG 20 10 and 2) a CG 20 37, or substitute forms with equivalent language and coverage.

2. For any claims related to this project, the CONSULTANT'S insurance coverage shall be primary insurance as respects the CITY, its officers, officials, employees and designated volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees or designated volunteers shall be excess of the CONSULTANT'S insurance and shall not contribute to it.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the CITY.

4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

E. Acceptability of Insurers

CONSULTANT shall furnish the CITY with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the CITY or on other than the CITY'S forms provided those endorsements conform to CITY requirements. All certificates and endorsements are to be received and approved by the CITY before work commences. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

10. OWNERSHIP OF DOCUMENTS:

All original papers, documents, reports, drawings and other work product of CONSULTANT are instruments of service. Where applicable and appropriate, 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 a Notice to proceed issued by the City, CONSULTANT shall perform and complete the work with diligence and timely manner as shown in EXHIBIT D, "BAR CHART SCHEDULE". Failure by the CONSULTANT to perform the services in a diligent and timely manner may result in termination of this Agreement by the CITY.

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 September 30, 2018 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:

CONSULTANT shall defend and indemnify the CITY, its officers, officials, employees and designated volunteers for claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT, its officers, sub-consultants, agents, employees or contractors, in performing or failing to perform any work, services or functions under this Agreement.

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. 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.

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 benefits 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 of 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
Attention: City Engineer

CONSULTANT
Live Oak Associates, Inc.
39930 Sierra Way, Suite B
Oakhurst, CA 93644
Attention: David Hartesveldt

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.

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

* * * * *

CITY OF MADERA

By: _____
Robert L. Poythress, Mayor

LIVE OAK ASSOCIATES, INC.

By: _____
David Hartesveldt, President

770548068
Taxpayer I.D. Number

APPROVED AS TO FORM:

By: _____
Brent Richardson, City Attorney

ATTEST:

By: _____
Sonia Alvarez, City Clerk

ATTACHMENTS

EXHIBIT A
WORK PLAN

EXHIBIT B
MANPOWER SCHEDULE/FEE PROPOSAL

EXHIBIT C
HOURLY RATE

EXHIBIT D
BAR CHART SCHEDULE

EXHIBIT A

WORK PLAN

Live Oak Associates, Inc. (LOA) proposes to provide environmental consulting services for the City of Madera's planned routine maintenance work at city-owned bridges along the Fresno River. As we understand it, the work will occur within 100 feet upstream and downstream of the following six bridges: Cleveland Avenue, Lake Street, D Street, Gateway Drive, Schnoor Street, and Granada Drive. The work is covered by California Department of Fish and Wildlife (CDFW) Streambed Alteration Agreement Notification No. 1600-2015-0112-R4 ("Agreement"). This Agreement contains a number of provisions designed for the protection of wildlife and plants, including state- and federally-listed and other special status species. LOA's proposed services are derived from Provisions 2.3 and 2.4 of the Agreement, which call for pre-activity surveys for special status species and nesting birds and raptors. LOA also proposes to prepare a survey report and, if necessary, conduct follow-up surveys and construction monitoring as specified in the City's Request for Proposal (RFP) dated May 24, 2016.

As follows is a detailed breakdown of tasks associated with our proposed scope of work.

Task 1.0 – Wildlife Surveys

The Streambed Alteration Agreement calls for several types of wildlife surveys prior to the start of maintenance activities. These include a general pre-activity survey for special status species, a protocol-level survey for nesting Swainson's hawks, and a survey for nesting birds and raptors protected under California Fish and Game Code Sections 3503 and 3503.5. LOA proposes to conduct all surveys as specified in the Agreement. As follows is a description of the methodologies that will be used.

Task 1.1 – General Pre-Activity Survey for Special Status Species

Provision 2.3(d) of the Agreement calls for a pre-activity survey for special status species within 30 days prior to the start of each maintenance activity, to be conducted within the work area and all access routes. LOA will conduct these surveys by walking meandering transects throughout the survey area, while searching for evidence of regionally-occurring special status species including the western spadefoot, western pond turtle, burrowing owl, American badger, and San Joaquin kit fox. The search for the western spadefoot will entail inspecting inundated portions of the survey area for eggs, tadpoles, and metamorphs, and inspecting the entrances of rodent burrows for aestivating toads. The search for the western pond turtle will entail inspecting inundated portions of the survey area for turtles. The search for the burrowing owl, badger, and kit fox will entail scanning suitable habitats of the survey area for individuals of these species, and inspecting all suitably-sized burrows for owl sign such as whitewash, cough pellets, and feathers, and badger and kit fox sign such as scat, tracks, and prey remains. LOA will mark the location of any special status species or sensitive habitats with a handheld GPS, and will delineate areas to be avoided with flagging or fencing.

Our understanding is that work at all six bridge locations (if required) will occur within a 30-day period. Therefore, our present scope and budget allows for a single pre-activity survey to cover all six bridge locations. If the start of work at any location is delayed past the 30-day survey window, LOA will conduct a repeat survey at that location on a time-and-charges basis at the hourly rate of a Senior Project Manager, or a new scope and budget can be prepared for your approval.

Task 1.2 – Protocol-Level Survey for Nesting Swainson’s Hawks

Provision 2.3(e) of the Agreement calls for a survey for nesting Swainson’s hawks to be conducted in accordance with the Swainson’s Hawk Technical Advisory Committee (SHTAC) 2000 *Recommended Timing and Methodology for Swainson’s Hawk Nesting Surveys in California’s Central Valley*, assuming maintenance work is to take place during this species’ nesting season, defined in the Agreement as March 1 to August 31. The SHTAC 2000 guidelines prescribe three surveys within each of two survey periods immediately prior to the start of project activities. The survey periods are defined as: Period I – January to March 20, Period II – March 20 to April 5, Period III – April 5 to April 20, Period IV – April 21 to June 10, and Period V – June 10 to July 30. The guidelines recommend completing the surveys in Periods II, III and/or V, and advise against conducting surveys during Period IV due to reduced probability of detection.

Our understanding is that work on this project will take place in summer 2016. If work commences after August 31, no Swainson’s hawk surveys will be required. If work commences before August 31, Swainson’s hawk surveys are necessary, but cannot be conducted in full compliance with the SHTAC 2000 guidelines because all survey periods except for Period V will have elapsed (based on the proposed schedule in the RFP). The City’s options for full compliance are to: 1) start bridge maintenance work after August 31 or 2) delay maintenance work until spring/summer 2017, which will enable the surveys to be conducted during two survey periods as specified in the SHTAC 2000 guidelines.

We understand that time may be of the essence for this project, and so we have proposed to conduct Swainson’s hawk nest surveys during a single 2016 survey period, Period V (June 10 to July 30). Even though the protocol calls for surveys in two periods, surveys in this single period would show a good faith effort to comply with the guidelines, in the event the project cannot fully comply with this survey requirement. The surveys will be conducted according to SHTAC 2000 methodologies, by driving all accessible roads on and within ½ mile of each of the work areas, and using high-powered binoculars to inspect suitable trees of the survey area for Swainson’s hawk nests and individuals. Any active Swainson’s hawk nests that are identified will be marked with a handheld GPS, and if accessible, will be identified in the field with brightly-colored flagging.

Task 1.3 – Survey for Nesting Birds and Raptors

Provision 2.4(b) of the Agreement calls for a survey for nesting birds and raptors to be conducted within 30 days prior to the start of each maintenance activity, assuming work is to occur during the avian nesting season, defined in the Agreement as February 15 to August 31. The survey for nesting raptors is to be conducted within a 500-foot radius of the work area, and the survey for

other nesting birds is to be conducted within a 250-foot radius of the work area. If bridge maintenance work is to commence before August 31, LOA proposes to survey for nesting birds and raptors in conjunction with the general pre-activity survey provided for in Task 1.1. Any active nests discovered will be marked with a handheld GPS, and if accessible, will be identified in the field with brightly-colored flagging.

Task 2.0 – Letter Report

The survey findings will be summarized in a letter report to be submitted to the City of Madera within three business days after the last survey date. The report will identify the boundaries of the survey area, the survey dates and times, methodologies used, and results obtained. The results section will describe existing conditions in the work area and provide details on any special status species or sensitive habitats that were observed. Also included in the report will be a brief project description, a list of recommended avoidance and minimization measures based on LOA's survey results, a list of all terrestrial wildlife species observed during the surveys, the mapped locations of any special status species or sensitive habitats that were identified, a vicinity map, and representative photographs of the work area. The report will be suitable for submittal to CDFW if necessary.

Task 3.0 – Optional Follow-up Surveys

The RFP states that, if it is determined during the wildlife surveys that the project may impact covered species, follow-up surveys may need to be conducted. If requested, LOA will conduct follow-up surveys on a time-and-charges basis at the hourly rate of a Senior Project Manager, or a new scope and budget can be prepared for your approval.

Task 4.0 – Optional Construction Monitoring

The RFP indicates that construction monitoring may be deemed necessary based on the findings of the wildlife surveys. If requested, LOA will conduct construction monitoring on a time-and-charges basis at the hourly rate of a Senior Project Manager, or a new scope and budget can be prepared for your approval.

Task 5.0 – Optional Completion of VRF

Provision 1.9 of the Agreement requires that the City submit a Verification Request Form (VRF) to CDFW for approval at least 14 days prior to the beginning of each maintenance activity. If requested, LOA will prepare the VRF(s). To accomplish this task, LOA will need the following information from the City for each maintenance activity: 1) a detailed description of the maintenance work to be performed at the bridge, including photos for any bridge footing or slope protection activities that are to be conducted, 2) type of equipment to be used, 3) project start and end dates, and 4) proposed access routes for vehicles and heavy equipment.

Once the pre-activity surveys are completed we will prepare the VRF. In order to be able to complete the surveys, and prepare the VRF for submittal no less than 14 days prior to the start of maintenance activities, LOA requires a minimum 30 day notice prior to starting maintenance activities.

Assumptions

LOA does not propose, at the present time, to attend meetings, consult with CDFW or other resource agencies, delineate no-disturbance buffers around the active nests of Swainson's hawks or other nesting birds or raptors, or relocate any special status species from the work area. LOA also does not propose to conduct surveys for blue elderberry shrubs, as the U.S. Fish and Wildlife Service has recently revised its understanding of valley elderberry longhorn beetle range to exclude Madera County. Should any of these tasks be required at some point in the future, LOA can complete this work on a time-and-charges basis at the hourly rate of a Senior Project Manager, or a new scope and budget can be prepared for your approval.

EXHIBIT B

MANPOWER SCHEDULE

Task	Staff Classification	Hours/Miles Allotted
Task 1.0 (Wildlife Surveys)		
Task 1.1 (General Pre-Activity Survey)	Senior Project Manager	8
	Project Manager	8
Task 1.2 (Swainson's Hawk Surveys; if needed)	Senior Project Manager	6
	Project Manager	18
Task 1.3 (Nesting Bird Survey; if needed)	Senior Project Manager	4
	Project Manager	4
Task 2.0 (Survey Report)	Director	2
	Senior Project Manager	4
	Project Manager	8
	Cartographer	3
Task 3.0 VRF (optional)	Director	2
	Senior Project Manager	14
Task 4.0 (Optional Follow-up Surveys)	Senior Project Manager	As needed
Task 5.0 (Optional Construction Monitoring)	Senior Project Manager	As needed
Mileage (Fee total includes 10% service fee)		506
TOTAL HOURS		81

FEE PROPOSAL FOR 6 BRIDGES

Task 1.0 Wildlife Surveys	
Task 1.1 Pre-Activity Surveys	\$ 2,260.00
Task 1.2 Swainson's Hawk Surveys (if needed)	\$ 3,380.00
Task 1.3 Nesting Bird and Raptor Survey (if needed)	\$ 1,080.00
Task 2.0 Letter Report	<u>\$ 2,330.00</u>
Total Tasks 1.0-2.0	\$ 9,050.00
Task 3.0 VRF (optional)	\$ 7,550.00

EXHIBIT C

HOURLY RATES

Hourly Rates

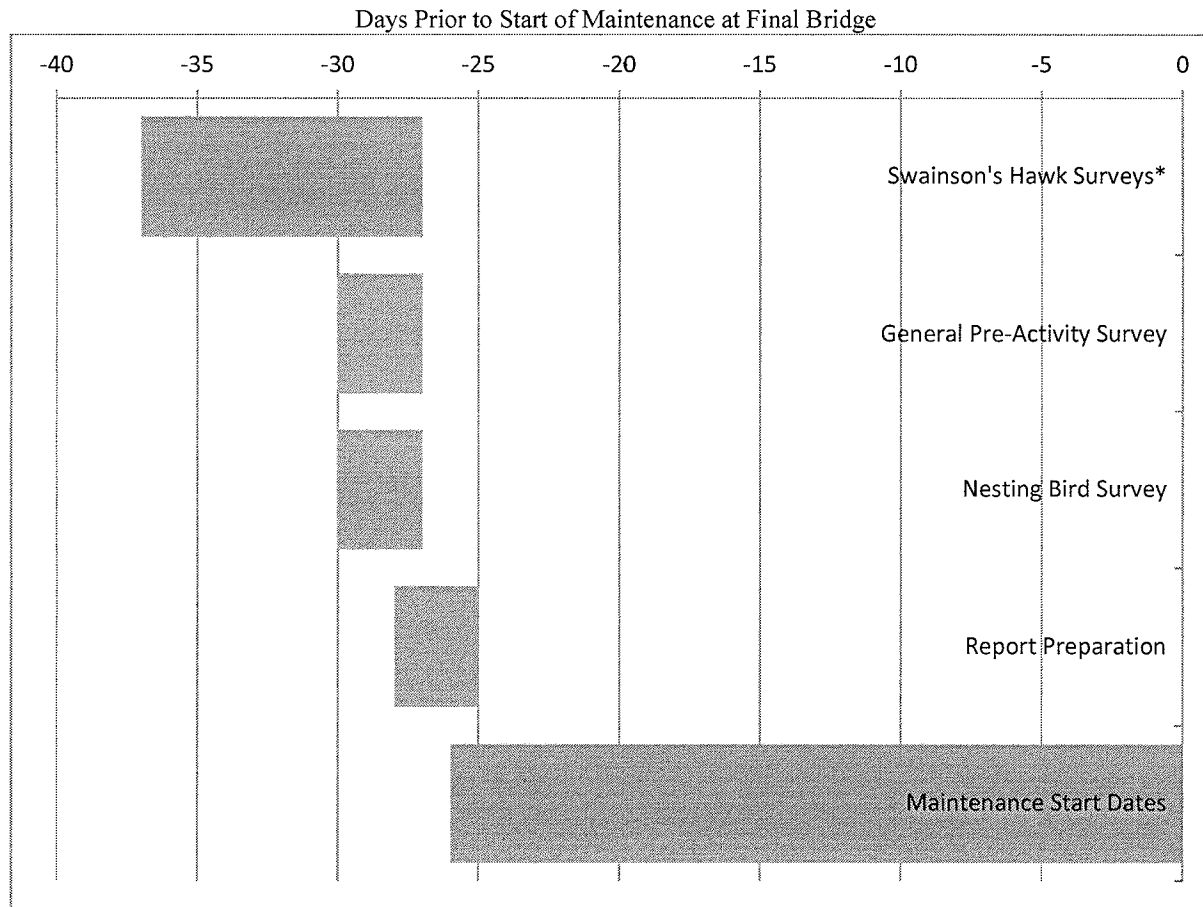
David Hartesveldt, Principal and Senior Botanist/Wetland Scientist.....	\$215
Austin Pearson, Director of Ecological Services Central Valley/Sierra.....	\$170
Jeff Gurule, Senior Project Manager/Staff Ecologist.....	\$140
Tom Hancy, Director of Cartography/GIS.....	\$130
Rebekah Jensen, Project Manager/Staff Ecologist.....	\$130
Expert testimony is twice the hourly rate.	

Miscellaneous Fees

Travel.....	\$0.54/mile
Per Diem (lodging and meals).....	Cost
Service Fee on Direct Expenses.....	10%

EXHIBIT D

BAR CHART SCHEDULE





*Must be completed prior to July 30 in accordance with SHTAC 2000 guidelines


REPORT TO CITY COUNCIL

MEETING DATE: September 7, 2016

AGENDA ITEM NO.: B - 7


 REPORT BY: Becky McCurdy
 Procurement Services Manager


 APPROVED: Tim Przybyla
 Director of Finance


 APPROVED: David R. Tooley
 City Administrator

SUBJECT: DECLARATION OF SURPLUS PROPERTY

RECOMMENDATION:

Staff recommends that the following property be declared surplus for disposal as directed by the City Purchasing Policy.

SUMMARY:

Vehicles & Equipment

Eq#	Dept	Year	Make	Model	Desc	VIN	Serial #	Engine type
65	STORM	1977	J.D.	770	GRADER		05569T	Diesel
96	Parks	1981	A.C.	48 HP	TRACTOR		988627	Diesel
147	Parks	1987	FORD	37 HP	TRACTOR		5599	Diesel
192	STRCLN	1971	A.C.		FORKLIFT		UP11219 6844100 0	PROPANE
210	ENGR	1993	CHEVY	1500	1/2T PICKUP	1GCEC14Z2PE200127		GAS
213	STR	1993	J.D.	510D	Backhoe	T0510DB791607		Diesel
242	FAC	1997	CHEVY		1T UTILITY	1GBJC34J5VF025128		GAS
264	Parks	2000	CHEVY	1500	1/2 T PICKUP	1GCEC14W9YE207860		GAS
297	Parks		J.D.	Gator	utility	W006X4X0625965		GAS
313	Streets	2003	CHEVY	1 Ton	Flatbed	1GBJC34U63E191753		GAS
331	Streets	2003	Tymco	660	Sweeper	1FVABTB524HM31167		CNG
418	NREVIT	2001	MERC	SABLE	SEDAN	1MEFM50U91A639065		GAS
600	FLEET	2001	FORD	TAURUS	SEDAN	1FAFP52U51G164989		GAS

601	FLEET	2001	MERC	SABLE	SEDAN	1MEFM50U21A621880	GAS
610	PD	2005	DODGE	STRATUS	SEDAN	1B3EL46T45N675996	GAS
644	PD	2010	FORD	CROWN	SEDAN	2FABP7BV7AX107402	GAS
				VIC			
104	Parks	n/a	Owens	flatbed trailer		BC5177	
253	Parks	1999	Ford	F150	Pickup	1FTZF1723XKB02331	GAS
207	Streets	1993	Chevy	C3500	Utility Truck	1GBHC34N5PE200127	GAS

Misc.

Item Count	Description	Mfg.	Serial/Model Number
2	Table Tennis Tables	Kettler	n/a
1	Misc, nuts, bolts and hardware	n/a	n/a
1	Bookshelf-2 shelf-simulated wood	n/a	n/a
1	2 drawer file-simulated wood	n/a	n/a
1	Simulated wood desk 60 x 30	n/a	n/a
1	Simulated wood desk 60 x 30	n/a	n/a
6	Glass/metal doors	Kawneer	n/a
11	Misc. wiper blades and refills	n/a	n/a
17	Misc. air filters	n/a	n/a
	Misc. oil filters	n/a	n/a
4	Misc. fuel filters	n/a	n/a
3	Partial rolls fuel hose	n/a	n/a
12	Hose clamps	n/a	n/a
2	Tail light covers	n/a	n/a
1	Tube gasket maker	n/a	n/a
1	Auto flasher	n/a	n/a
1	Auto headlight	n/a	n/a
18	Mini Auto bulbs	n/a	n/a
25	Ballasts	n/a	n/a
15	Clear 25 watt bulbs	n/a	n/a
4	150 Watt large base bulbs	n/a	n/a
4	PVC glue	n/a	n/a
1	Paint Thinner (gallon)	n/a	n/a
2	Blue side chairs with center table	n/a	n/a
1	Blue side chair	n/a	n/a
1	Black Executive Chair	n/a	n/a
1	Black cloth task chair w/arms	n/a	n/a
2	Tan task chairs-no arms	n/a	n/a
4	Various patterned side chairs	n/a	n/a
2	Task chair-no arms	n/a	n/a
1	60 x 24 wood grain laminate desk	n/a	n/a
1	70 x 37 gray steel desk	n/a	n/a
1	48 x 24 table	n/a	n/a
1	Pine wood table 48 x 33	n/a	n/a
4	P235/75R15 Goodyear Tires	n/a	n/a
45	Flashlights w/chargers	n/a	n/a

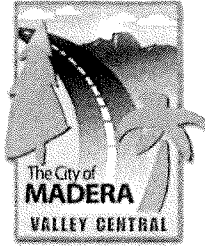
1	VAT-60 Battery Load Tester	n/a	n/a
1	Setina Crown Vic PD Partitions	n/a	n/a
12	Preschool stacking chairs	n/a	n/a
28	Misc. toner cartridges	n/a	n/a

FINANCIAL IMPACT:

Proceeds from sale will increase various fund balances.


CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

This report has no impact on the Vision Madera 2025 plan.



REPORT TO CITY COUNCIL

COUNCIL MEETING OF September 7, 2016
AGENDA ITEM NUMBER B-8


BY: John Scarborough, Park Planning Manager
Parks and Community Services


APPROVED BY: Mary Anne Seay, Director
Parks and Community Services


APPROVED BY: David Tooley, City Administrator

Subject:

CONSIDERATION OF A RESOLUTION APPROVING AWARD OF THE AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES FOR DOWNTOWN, MEDIAN ISLANDS AND CITY FACILITIES IN THE AMOUNT OF \$176,640.00 TO EVERGREEN LAWN CARE & MAINTENANCE, INC. AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY

Recommendations:

Staff recommends Council adopt a Resolution approving award of the Agreement for Landscape Maintenance Services for The Downtown District, Median Islands and City Facilities in the amount of \$176,640.00 to Evergreen Lawn Care & Maintenance, Inc. Staff further recommends Council authorize the Mayor to execute the Agreement on behalf of the City.

Summary:

The City currently maintains about 30 acres of landscape that is not in a Landscape Assessment Zone. The City enters into multi-year contracts with a professional landscape maintenance contractor(s) for the work needed for the downtown, median island and City facility landscape upkeep. The current agreement for this maintenance work expired June 19th, 2016.

An RFP for solicitation of landscape maintenance bids was released in March of 2016 and six firms responded by the May 16, 2016 closing date. A bid review committee analyzed the six proposals and the result of their deliberations is the unanimous recommendation to Council that Evergreen Lawn Care & Maintenance, Inc. be awarded a three-year contract (with two potential additional one-year extensions). The contract is in the amount of \$176,640.00/ year. Gas Tax revenue is budgeted to pay for these services in the current Fiscal Year.

Discussion:

Current landscape maintenance of the downtown area, city-wide median islands and city facilities (such as City Hall and the Police Station) is performed by a single contractor. The Agreement with the existing contractor (Jakusz Property Maintenance) expired on June 19, 2016 and the contractor has been performing the work on a month-to-month basis.

In March of 2016, a Request for Proposals (RFP 201516-10) for Landscape Maintenance Services was issued. In order to allow smaller (local) firms to compete for the work, the RFP was divided into three groups corresponding with downtown, median islands and city facilities which allowed bidders to submit proposals for a single group, or any combination of the three groups. Therefore, it was possible to award to as few as one contractor, or as many as three. One Madera County based firm participated in the current solicitation and all responding firms submitted quotes for each of the three groups.

Responses to the RFP were due by 3:00 p.m., May 16, 2016. By this date the six firms outlined below had submitted proposals. The proposals were reviewed for compliance to bid requirements and completeness by the City’s Purchasing Department and all six were forwarded to a review committee for final analysis and recommendation. In order to ascertain the best value for the City, the committee consisting of Parks and Community Services Department staff, used the proposer’s fee in addition to references and other criteria to generate scoring for each contractor’s proposal. The bid results, ranging from \$161,001.00 to \$361,680.00 were ranked by the review committee as detailed below in Figure 1.

Proposer	Group 1 (Downtown)	Group 2 (City Fac.)	Group 3 (Medians)	Total Bid	Rank
Green Acres Landscaping	\$4,243.00	\$48,966.00	\$107,792.00	\$161,001.00	6
Jakusz Property Maintenance	\$4,332.00	\$50,052.00	\$107,562.00	\$161,946.00	3
Evergreen Lawn Care & Maintenance	\$4,740.00	\$52,800.00	\$119,100.00	\$176,640.00	1
All Commercial Landscape Service	\$6,600.00	\$51,900.00	\$127,320.00	\$185,820.00	2
Clean Cut Landscape, Inc.	\$11,160.00	\$73,860.00	\$134,052.00	\$219,072.00	4
Shinen Landscape	\$26,460.00	\$64,020.00	\$271,200.00	\$361,680.00	5

Figure 1 – Landscape Assessment Zones Request for Proposals results.

Evergreen Lawn Care & Maintenance submitted the proposal judged by the review committee to represent the best value for the City. This proposal does not represent the lowest overall bid because the committee ranked other factors such as experience, personnel, approach to work and the responses of business references higher for some of the higher priced bidders.

Financial Impact:

There are no effects on the General Fund from the recommendations included in this report, the cost of the Agreement is borne by State Gasoline Tax Fund revenue.

Consistency with the Vision Madera 2025 Plan:

The Landscape Maintenance Agreement services the following Vision Plan Actions:

- Action 121.10: "Add facilities and amenities for the public".
- Action 126.4: "Develop financing plans for development and maintenance of landscape programs".
- Action 134.1: "Consider establishment of design/landscape standards for neighborhoods".

Resolution No. 16- _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA APPROVING AN AGREEMENT WITH EVERGREEN LAWN
CARE AND MAINTENANCE INC. FOR LANDSCAPE MAINTENANCE OF
CITY MEDIAN ISLANDS AND OTHER CITY GREENSPACE AND
AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF
OF THE CITY**

WHEREAS, the City of Madera ("City") is a municipal Corporation which provides services and facilities to the citizens of the community; and

WHEREAS, the City is in need of landscape maintenance services for City facilities;
and

WHEREAS; the City requires the services of a professional landscape maintenance firm to provide the services; and

WHEREAS; the City circulated a Request for Proposal to select a qualified firm to provide landscape maintenance services.

WHEREAS, Evergreen Lawn Care and Maintenance Inc. ("Contractor") is a firm qualified to provide said landscape maintenance services; and

WHEREAS, the City has prepared an agreement with the Contractor that details the responsibilities and requirements from each party; and

WHEREAS, the agreement is in the best interests of the City, the Contractor and the citizens of Madera.

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

1. The above recitals are true and correct.
2. The Agreement between the City and Evergreen Lawn Care and Maintenance Inc. a copy of which is on file in the Office of the City Clerk of the City of Madera and is referred to for more particulars, is approved.
3. The Mayor is authorized to execute the agreement on behalf of the City.
4. This resolution is effective immediately upon adoption.

**MAINTENANCE AGREEMENT
LANDSCAPE MAINTENANCE SERVICES**

This Agreement made and entered into this 7th day of, September 2016 by and between the CITY OF MADERA, a public agency, hereinafter referred to as "City," and Evergreen lawn Care and Maintenance Inc. hereinafter referred to as "Contractor".

WHEREAS, City and Contractor desire to contract for the performance by Contractor of the landscape maintenance work and services described in accordance with the terms of Request for Proposal Landscape Maintenance Services RFP No. 201516-01 ("RFP") attached hereto as Exhibit "A" and incorporated herein as though set forth in full. The Contractor has responded to the Request for Proposals ("RFP") to perform these needed services as indicated in the response to RFP attached hereto as Exhibit "A" and incorporated herein as though fully set forth. The City desires to have the Contractor perform the work in accordance with the RFP and the response thereto prepared by the Contractor. The work to be performed in accordance with Exhibit "A" is hereinafter referred to as "Landscape Maintenance Services."

NOW, THEREFORE, in consideration of the promises and of the services to be performed by Contractor, and of the compensation to be paid therefore by City, it is HEREBY MUTUALLY AGREED as follows:

1. TERM. Unless earlier terminated in accordance with Section 14 of this Agreement, this Agreement shall continue in full force and effect from October 1st, 2016 and ending on September 30th, 2019, unless extended by mutual written agreement of the parties. City and Contractor may, upon mutual written agreement of both parties, extend this Agreement for up to two (2) additional one-year terms.

2. ENTIRE AGREEMENT. This Agreement consists of the following documents, in order of precedence, and shall be the entire agreement between parties:

A. This Agreement

B. City's Request for Proposal Landscape Maintenance Services RFP No. 201516-10, dated March 21st, 2016

C. Contractor's response to RFP dated May 16, 2016 and all attachments thereto, by reference, included herein.

3. COMPENSATION. Landscape Maintenance Areas

A. The amount to be paid Contractor for furnishing all labor, tools, equipment, and chemicals and for Landscape Maintenance Services shall be equal to the following:

Group #1 Downtown Maintenance

Map #	Designation	Location	Monthly	Annual
1	Downtown	Downtown District	395.00	4740.00
			Group Total	4740.00

Group #2 Non-Median Maintenance

4	City Hall	205 West 4 th Street	485.00	5820.00
5	Corporation Yard	1030 S. Gateway Drive	340.00	4080.00
6	Frank Bergon Center	238 South D Street	375.00	4500.00
7	WAC & Youth Hut	113 South Q Street	295.00	3540.00
8	Kennedy Pond	Kennedy Pond	250.00	3000.00
9	Mex-Am Center	716 Columbia	250.00	3000.00
10	Cleveland Linear	South side of Cleveland from Granada west to Glade	1550.00	18600.00
11	Granada Linear	West side of Granada from Cleveland to Foxglove (excluding Veterans Hall property)	625.00	7500.00
11A	Police Department	330 South C Street	230.00	2760.00
			Group Total	52800.00

Group #3 Median Maintenance

12	Yosemite Ave Islands	Median island on Yosemite from Gateway west to Howard	360.00	4320.00
13	Gateway Dr	Islands & Park Strips – Cleveland to Fresno River	440.00	5280.00
14	Howard Road	Islands & Park Strips – Schnoor to west of Autumn	900.00	10800.00
15	West Cleveland Islands	West from Schnoor to Granada	375.00	4500.00
16	4 th Street Islands	West on 4 th Street from Gateway to Highway 99	215.00	2580.00
17	Hopy Island	Cypress and Yosemite	225.00	2700.00
18	Sunrise Island	Sunrise & Lake Street	210.00	2520.00
19	Barsotti Islands	Park Lane, Park Drive, Park South, North Park	750.00	9000.00
20	Mainberry Islands	Mainberry, Third, and Westgate	1300.00	15600.00
21	West Park	West Park	150.00	1800.00
22	Terrace Place	Terrace Place Island, North of Central	190.00	2280.00
23	4 th & Sunset	4 th & Sunset	170.00	2040.00
24	Renway Island	Renway Cul-de-sac	170.00	2040.00
25	Riverview Strips	Riverview East and West of Granada	360.00	4520.00
26	Gateway Tree Planters	East and West Side of Gateway Drive, Fresno River to Olive Avenue	250.00	3000.0
27	Roosevelt Planter Boxes	Roosevelt and 13 th	170.00	2040.00
28	Kennedy Wall	Kennedy, East of Kennedy Pond	280.00	3860.0
29	Olive Avenue Islands	Olive Ave, Yosemite to Hwy 145	260.00	3120.0
30	East Cleveland Islands	Cleveland Ave, Gateway Dr. to Tozer	520.00	6240.00
32	Ave 17/Airport Median	Ave 17 West of Airport Dr.	200.00	2400.00
33	Yosemite Tozer (Crossroads)	Tozier Ave. South of Yosemite	200.00	2400.00
34	Cleveland Center Median	Cleveland median islands from Glade Ave west to Westberry	510.00	6120.00
35	Industrial Schnoor	Industrial Avenue between Granada and Schnoor Avenue and Schnoor Avenue between Howard Road and Industrial	350.00	4200.00
36	Lake Street	Lake Street from Cleveland to Ellis	280.00	3360.00
37	Ave 13 Median Island-Parkwood	Ave 13 Median Island in front of Parkwood School	250.00	3000.0
38	Ave 13 Median Island-Valero	Ave 13 West of Hwy 145 in front of Valero Station	180.00	2160.00

39	Sunset Wall	Sunset East of Schnoor Avenue	190.00	2280.00
40	Madera South H.S. Medians	Avenue 13 (Pecan) between Stadium and Pine	230.00	2760.00
41	4 th Street Medians	4 th Street from Lake Street West to Sunset	240.00	2880.00
The locations of the areas are shown on Attachments C & D.			Group Total	119100.00

B. Extra Work as identified in the Section II.D of the RFP:

Prior to performing any extra work, the Contractor shall prepare and submit a written description of the work with an estimate of labor and materials. No work shall commence without the written authorization from the City.

Square Foot Rate for Extra Work: \$.10

Hourly Rate for Extra Work \$ 40.00

Such compensation shall be paid Contractor after inspection and acceptance of work by City and receipt of a billing for all materials, equipment, and per hour labor charges of Contractor as set forth above including all payments to Contractor. Such billing shall be accompanied by detailed invoices for materials, equipment and Subcontractor expenses purchased and used by Contractor in the performance of said Extra Work.

4. **APPROPRIATIONS.** This Agreement is subject to and contingent upon funds being appropriated therefore by the City Council of City for each fiscal year covered by the Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to City.

5. **PAYMENTS.** Payments to Contractor shall be made not later than thirty days following receipt of the billing invoice and monthly work reports for the month in which said services were performed. Incomplete, inaccurate or otherwise non-compliant invoices will be returned and must be corrected prior to re-submittal.

6. **ADDITION OR DELETION OF AREA SITES.** Upon receipt of not less than thirty days written notice by City, Contractor agrees to accept for maintenance new landscape areas or proportioned property adjacent to existing areas under the provisions of this Agreement. Upon furnishing not less than thirty days written notice to Contractor, City shall at all times have the right to add or delete areas of property to or from this Agreement. In the event of addition or deletion of any landscape areas to be maintained hereunder, the number of square feet contained in any such sites shall be added to or deducted from the total number of acres or square feet being maintained; and the remaining monthly payments to Contractor in the year in which the addition or deletion is made shall be increased or decreased accordingly by an amount equal to the annual price per acre or square feet multiplied times the number of acres or square feet added or deleted and divided by twelve.

7. **INSURANCE REQUIREMENTS.** During the term of this Agreement, Contractor shall maintain, keep in force and pay all premiums required to maintain and keep in force liability and property damage insurance. The limits of such policy shall be as required by the City of Madera as set forth in the Request for Proposals ("RFP") to perform these needed services attached hereto as Exhibit "A"

8. **INDEMNIFICATION.** The Contractor agrees to indemnify, defend and hold harmless City and its officers, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation, costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the City.

9. **SUCCESSOR AND ASSIGNS.** City and Contractor each binds itself, its partners, successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect of all promises and agreements contained herein.

10. **CONTRACTOR'S BONDS.** For the landscape areas identified in Exhibit A attached hereto, Contractor shall take out and maintain in full force and effect a faithful performance bond equal to one hundred percent (100%) of the total annual contract amount and a payment bond in an amount equal to one hundred percent (100%) of the total annual contract amount, in accordance with the provisions of §§3247-3252 of the California Civil Code.

11. **INDEPENDENT CONTRACTOR.** Neither City nor any of its employees shall have any control over the manner, mode, or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. Contractor shall perform all services required herein as an independent contractor of City and shall not be an employee of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role; however, City shall have the right to review Contractor's work product, result, and advice. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City.

12. **WAGE/LABOR REQUIREMENTS.** Attention is directed to Section 1735 of the Labor Code, which reads as follows:

"A contractor shall not discriminate in the employment of persons upon public works on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as otherwise provided in Section 12940 of the Government Code. Every contractor for public works who violates this section is subject to all the penalties imposed for a violation of this chapter."

The Contractor shall comply with Labor Code Section 1775. (a) (1) The contractor and any subcontractor under the contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by the contractor or, except as provided in subdivision (b), by any subcontractor under the contractor.

State prevailing wage rates shall apply when the State wage rate is higher than the federal wage rate. All Contractors and Subcontractors are subject to the application of Section 1720 et seq. of the California Labor Code which details the regulations and procedures governing the payment of State prevailing wages.

All Contractors and Subcontractors are subject to the provisions of Section 3700 of the California Labor Code which requires that every employer be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the code.

All Contractors and Subcontractors are subject to the provisions of Section 1810-1814 of the California Labor Code which provide that the maximum hours a worker is to be employed is limited to eight (8) hours a day and forty (40) hours a week and the Contractor or Subcontractor shall forfeit, as a penalty, twenty-five (\$25) dollars for each worker employed in the execution of the Contract for each calendar day during which a worker is required or permitted to labor more than eight (8) hours in any calendar day or more than eight (8) hours in any calendar day or more than forty (40) hours in any calendar week and is not paid overtime.

Section 1815 of the California Labor Code requires that, notwithstanding the provision of Sections 1810-1814, employees of Contractors who work in excess of eight (8) hours per day and forty (40) hours per week shall be compensated for all hours worked in excess of eight hour per day at not less than 1-1/2 times the basic rate of pay.

13. PERMITS. In the performance of the terms of this contract, Contractor shall comply with all applicable laws, regulations and ordinances and shall be responsible for the securing of any and all permits, which may be required for the performance of the work, and services herein provided. Contractor shall use only those herbicides and pesticides approved for use in the locations and environments proposed for such chemical applications. Contractor shall obtain and provide to City evidence of such approval prior to application. Contractor must comply with all requirements of the County Ag Commission office and obtain all applicable permits. Contractor shall possess a valid applicators license and submit verification of such to City. Any variation from these requirements shall require written consent of the City.

14. TERMINATION.

A. Termination for Contract Default. This Agreement shall be terminated, if at any time, in the opinion of the City Council, upon recommendation of the Director of Parks and Community Services, 1) Contractor fails to conform to the requirements of this contract; 2) Contractor seeks relief under any law for the benefit of insolvents or is adjudicated bankrupt; 3) any legal proceedings are commenced against the Contractor which may interfere with the performance of the contract; or 4) Contractor has failed to supply an adequate working force, or material of proper quality, or has failed in any other respect to prosecute the work with the diligence and force specified and intended in and by the terms of the Agreement, notice thereof in writing may be served upon them; and should they neglect or refuse to provide means for a satisfactory compliance with Agreement as directed by the Director of Parks and Community Services within fourteen (14) days from the receipt of such notice the City Council shall have the right and power, at its option and without prejudice to any other right it may have, to terminate the Agreement. Any excess of the cost arising there from will be charged against the Contractor and his sureties, who will be liable thereof. In the event of such termination, all monies due the Contractor or retained under terms of the contract shall be forfeited to the City; but such forfeiture will not release the Contractor or this sureties from liability for failure to fulfill the contract.

B. Termination for Convenience. City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to Contractor, except that where termination is due to the fault of Contractor and constitutes an immediate danger to health, safety, and general welfare, the period of notice shall be such shorter time as may be determined by the City. Upon receipt of the notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Director of Parks and Community Services. Contractor shall be entitled to compensation for all services rendered prior to receipt of the notice of termination and for any services authorized by the Director of Parks and Community Services thereafter. Contractor may terminate this Agreement, with or without cause, upon thirty (30) days written notice to City.

15. **BREACH.** In the event Contractor fails to perform any of the terms of this Agreement and fails to correct any such breach within five days after written notice from City to do so, then City may at its option, withhold further payment to Contractor hereunder until Contractor has corrected such breach, terminate this Agreement forthwith, or may have the work necessary to the correction of such breach done by another person, firm or corporation and charge Contractor therefore. The foregoing remedies are cumulative and not in lieu of any other remedies for breach of this Agreement, which may be available to City under the laws of the State of California.

16. **LIQUIDATED DAMAGES.** If Contractor does not maintain the specific contracted site within two (2) days following the scheduled maintenance day, Contractor shall pay liquidated damages to City in the amount of \$50.00 per day, for each area not maintained and for every day of delay beyond the time prescribed to complete the work

under this contract. At the sole discretion of City, extension of the time prescribed to complete the work may be granted due to weather conditions or any other considered acts of emergency that may prevent feasible working conditions. Any extensions granted by City under this section must be authorized by the City in writing.

It is further agreed that in case the work called for under this Agreement is not completed within the specified time, City shall have the right to extend the time of completion as may seem best to serve the interest of City. If the item requiring completion is deemed necessary by City, at City's sole discretion, City may, after reasonable attempt to notify the Contractor cause such action to be taken and shall charge the cost thereof as determined by the City, against the Contractor, or may deduct such cost from an amount due to Contractor from City.

17. **ASSIGNMENT AND SUBCONTRACTING.** The Contractor shall not assign or subcontract the work, or any part thereof, without the previous written consent of the City, nor shall they assign, by power of attorney or otherwise, any of the money payable under this contract unless written consent of the City has been obtained. No right under this contract, no claim for money due or to become due hereunder shall be asserted against the City, or persons acting for the City, by reason of any so-called assignment of this contract or any part thereof, unless such assignment has been authorized by the written consent of the City. In case the Contractor is permitted to assign monies due or to become due under this contract, the instrument of assignment shall contain a clause subordinating the claim of the assignee to all prior liens for services rendered or materials supplied for the performance of work.

Should any Subcontractor provider fail to perform in a satisfactory manner the work undertaken by him, his subcontract shall be immediately terminated by the Contractor upon notice from the City. The Contractor shall be fully responsible and accountable to the City for the acts and omissions of his Subcontractor providers, and of persons directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. Nothing contained in this contract shall create any contractual relation between any subcontractor and the City.

18. **NOTICES.** Except as otherwise specifically provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party hereto, may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first class postage affixed thereto, and addressed as indicated below, and depositing said envelope in the United States mail to:

City of Madera
Director of Parks & Community
Services
701 E. 5th Street

Contractor
Evergreen Lawn Care and Maintenance
Inc.
6374 E. Shepherd Ave.
Clovis, CA. 93639

19. **FORCE MAJEURE.** The time for performance of services to be rendered pursuant to this Agreement may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Contractor, including, but not limited to, acts of God or of a public enemy, acts of the government, fires, earthquakes, floods, epidemic, quarantine restrictions, riots, strikes, freight embargoes, and unusually severe weather if Contractor shall within ten (10) days of the commencement of such condition notify the Director of Parks and Community Services who shall thereupon ascertain the facts and the extent of any necessary delay, and extend the time for performing the services for the period of the enforced delay when and if in the Director of Parks and Community Services' judgment such delay is justified, and the Director of Parks and Community Services' determination shall be final and conclusive upon the parties to this Agreement.

20. **ATTORNEY'S FEES/VENUE.** In the event that any action is brought to enforce the terms of this Agreement, the party found by the court to be in default agrees to pay reasonable attorney's fees to the successful party in an amount to be fixed by the Court. The venue for any claim being brought for breach of this Agreement shall be in Madera County.

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

22. **SEVERABILITY.** In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement, which shall be interpreted to carry out the intent of the parties hereunder.

23. **AUTHORITY.** The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by so executing this Agreement the parties hereto are formally bound to the provisions of this Agreement.

24. **WAIVER.** No delay or omission in the exercise of any right or remedy of a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. No consent or approval of City shall be deemed to waive or render unnecessary City's consent to or approval of any subsequent act of Contractor. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

25. RIGHTS AND REMEDIES ARE CUMULATIVE. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

26. LEGAL ACTION. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct, or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain injunctive relief, a declaratory judgment, or any other remedy consistent with the purposes of this Agreement.

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

* * * * *

IN WITNESS WHEREOF, the parties hereto have executed this Agreement at Madera, California, the day and year first above written.

CITY OF MADERA

CONTRACTOR

By _____
Mayor, Robert Poythress

By _____
Title _____

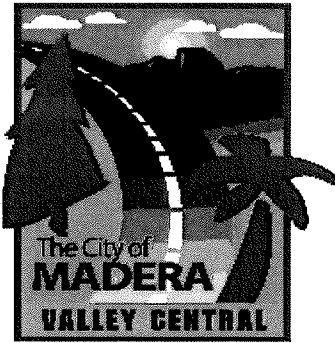
ATTEST:
Sonia Alvarez,
City Clerk

APPROVED AS TO FORM:
Brent Richardson
City Attorney

By: City Clerk

By: City Attorney

Exhibit A



CITY OF MADERA

REQUEST FOR PROPOSALS (RFP)
RFP 201516-10

LANDSCAPE MAINTENANCE SERVICES

RFP SUBMISSION DATE: MONDAY, May 16, 2016
BY
3:00 P.M.

PROPOSAL CONTACT:

Becky McCurdy
Procurement Services Manager
Purchasing-Central Supply
1030 S. Gateway Drive
Madera, CA 93637

Phone: (559) 661-5463
FAX: (559) 661-0760
Email: rmccurdy@cityofmadera.com

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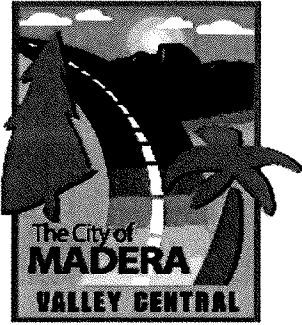
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- ATTACHMENT A: Insurance Requirements
- ATTACHMENT B: Draft Agreement
- ATTACHMENT C: Description of Landscape Maintenance Areas
- ATTACHMENT D: Maps of Landscape Maintenance Areas

TENTATIVE SCHEDULE: KEY RFP AND PROJECT MILESTONES

Pre-bid Meeting	Thursday, March 31, 2016 9:00 a.m.
Deadline for Submitting RFP Questions	Wednesday, April 27, 2016 3:00 p.m.
RFP Submission Date	Monday, May 16, 2016 3:00 p.m.

The City shall have the right to waive or modify any of these deadlines prior to the opening of the submitted proposals by duly noticed addendum.



REQUEST FOR PROPOSAL

**LANDSCAPE MAINTENANCE
SERVICES**

RFP NO. 201516-10

March 21, 2016

I. INSTRUCTIONS AND CONDITIONS

A. No bid proposal will be considered for award unless submitted in the bid format described in this Request for Proposal (RFP). The bid must be fully complete and executed. Bidders shall send four (4) sets of the completed proposals which will include; three (3) bound copies and one (1) unbound original with a copy of this RFP attached to the front of each proposal, with appropriate responses included.

Format: Proposal should be 8 ½ x 11 inches, printed two-sided on recycled paper with removable bindings, bound in a single document. Binding can be as simple as a staple. Original and copies may be submitted in one envelope/package.

Each bid proposal, consisting of the original and copies as directed above, must be submitted in a sealed envelope addressed to Becky McCurdy, Procurement Services Manager, City of Madera, Purchasing-Central Supply, 1030 South Gateway Drive, Madera, California 93637, and delivered prior to the time and date specified in this document. Each sealed envelope containing a bid proposal must have, on the outside, the name of the bidder, bidder's address and the statement "DO NOT OPEN UNTIL THE TIME OF BID OPENING" and in addition, must be plainly marked on the outside as follows:

Bid: Landscape Maintenance Services

RFP No. 201516-10

Filing Deadline: Monday, May 16, 2016 - 3:00 P.M.

Proposals shall be received as set forth in the advertisement. Proposals received after the filing deadline will be returned to the proposer unopened. The opening of any proposal shall **NOT** be considered as acceptance of the proposal as a responsive proposal.

B. Pre-Bid meeting is scheduled for **Thursday, March 31, 2016 at 9:00 a.m.**

Those interested in attending are requested to call in advance and reserve a space.

To reserve a space, call the Purchasing Office at (559) 661-5463 or e-mail rmccurdy@cityofmadera.com . Participants will meet at the John Wells Youth Center, 701 E. 5th Street, Madera, CA 93638.

The purpose of the pre-bid meeting will be to discuss any questions interested proposers may have regarding the RFP. Interested proposers are strongly encouraged to attend this meeting.

In accordance with the American's with Disabilities Act, all persons who are disabled and who need special accommodations to participate in any proceeding because of that disability should contact Becky McCurdy at 559-661-5463 or by e-mail at rmccurdy@cityofmadera.com no later than five (5) business days prior to the proceeding.

C. Attention of bidders is especially directed to the Scope of Work which, in addition to the bid proposal and these instructions is the basis for evaluation and will be part of any agreement with the successful bidder. Any deviations from the specifications in this notice shall be proper reason for rejection of all or any part of the bid proposal.

D. The City of Madera (City) reserves the right to reject or accept any or all bids or parts thereof, and to accept or reject the alternatives individually or jointly, for any reason.

E. The City reserves the right to consider any minor deviations from the specifications and determine the acceptance or rejection of such deviation.

F. The City reserves the right to modify this Request for Proposal (RFP) at any time. In the event it becomes necessary to modify or revise the RFP, a written amendment or addenda issued by City's Purchasing-Central Supply Division is the only method which should be relied on with respect to changes to the RFP. It is Bidder's responsibility to contact City's Purchasing-Central Supply Division prior to submitting a bid to determine if any amendments were made to the RFP. Documents, amendments, addenda, etc. will be posted to the City website at www.madera-ca.gov on the Purchasing Department tab, the Bid Announcement and Results page. Upon issuance by the City, all addenda are part of the proposal. Signing the proposal on the signature page thereof shall also constitute signature on all addenda.

The City will not be responsible for verbal responses made by any parties including the designated contact and/or her/his designee. Before an award is made, any contact with City staff, other than the designated contact or his/her designee(s), without prior written authorization is strictly prohibited and may render the proposer non-responsive.

No questions or inquiries should be directed to any individual(s) at the sites detailed in this document. All inquiries should be submitted in writing per the process described in this document.

Questions and suggestions concerning the RFP must be submitted in writing no later than 3:00 p.m. Monday, April 1, 2013. Written questions or inquires should be emailed, mailed or faxed to:

Becky McCurdy
Procurement Services Manager
City of Madera
Purchasing-Central Supply
1030 S. Gateway Drive
Madera, CA 93637

rmccurdy@cityofmadera.com
Phone: (559) 661-5463
FAX: (559) 661-0760

G. The City recognizes its policy of providing equal opportunity to all qualified persons and reaffirms its commitment that there shall be no discrimination against qualified applicants, or employees on the basis of race, gender, color, national origin, religion, age, disability, sexual orientation or marital status.

H. Proposals will be evaluated by the City. If a bid proposal is found to be incomplete or not in compliance with the format required, it will not be submitted for evaluation. During the evaluation process, the City may find it beneficial to request additional information.

I. Any proposal may be withdrawn at any time prior to the hour fixed for the opening, provided that a request in writing executed by the proposer or his/her duly authorized representative, for the withdrawal of such proposal is filed with Purchasing-Central Supply. The withdrawal of a proposal shall not prejudice the right of a proposer to file a new proposal prior to the time and date set for the opening. After the expiration of the time and date for receipt of proposals, a proposal may not be withdrawn or altered.

J. The City reserves the right to seek supplementary information from any proposer at any time after official proposal opening and before the award. Such information will be limited to clarification or amplification of information asked in the original proposal.

K. Issuance of the RFP and receipt of proposals does not commit the City to award an agreement. The City reserves the right to postpone the RFP process for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with other than the selected company should negotiations with the selected company be terminated, or to cancel any section of this RFP.

L. An award under this RFP will not be based solely on the price. If an award is

made, it will go to the bidder(s) with the best overall proposal who provides the Best Value to the City and its residents. The successful proposal will be competitively priced and provide for adequate service to meet the City's needs.

M. A committee will review and evaluate all qualified proposals. The committee may request an interview with the top rated proposers. A reference check may also be conducted.

N. An award will be made as soon as reasonably practical after the opening of bids. Bid proposals shall remain valid for at least one hundred-twenty (120) days after the opening of bids.

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

P. Bidder's Proprietary Information: Upon award, all documents provided by the successful bidder shall become public record. All documents provided by any bidders, other than the successful bidder, shall become public record in their entirety and subject to disclosure, unless said documents are retrieved by the bidder within ten (10) business days of the award. This shall also include, but is not limited to documents for projects for which all proposals are rejected and projects for which an award is not made for any reason. In the event that one or more proposals are returned to the bidding parties, it is the intent of the City that such documents shall not become public records of the City unless required by the California Public Records Act or other provisions of law.

Q. The successful bidder shall enter into a formal Agreement with City which will be very similar in content to Attachment B: Draft Agreement which is provided for information purposes only and to help clarify City intent relevant to this RFP. It is the City's intent to enter into an initial term of approximately three (3) years with an option for two (2) additional one (1) year extension upon mutual written agreement.

R. The City intends that other public agencies (county, special district, public authority, public agency, school district or other political subdivision of the state of California) shall have the option to participate in any agreement created because of this invitation for bid. The City shall incur no financial responsibility in connection with a purchase order from another public entity. Vendor's agreement or failure to agree to the "piggyback" agreement will not be a factor in the award. This piggyback will remain available for one year from the date of the award.

Check one of the following:

- i. Agree to extend all prices, terms, and conditions of my proposal to any other public agency located in the State of California with no exceptions.

- ii. Agree to extend all prices, terms, and conditions of my proposal to any other public agency located in the State of California with the following exceptions noted, as attached.
- iii. The Vendor does not agree to extend pricing, terms and conditions in our Bid to any other agency.

S. It is the City's policy to encourage the purchase of supplies, services and equipment from vendors located within the boundaries of the City. Local vendors are sellers, vendors, suppliers and contractors who maintain places of business located within the limits of the City and who have a current City business license.

Proposers will, to the greatest extent feasible, attempt to incorporate local area businesses as subcontractors and suppliers. Proposers will, upon request, provide records showing the outreach efforts made to local businesses to demonstrate that they have made a reasonable effort to inform local businesses of the opportunity.

The local vendor outreach policy shall not apply to those Agreements where State or Federal law, or other laws or regulations preclude such a preference.

T. Prior to beginning any work, or delivering any equipment or material to be furnished under this proposal, the bidder shall secure the appropriate Business License from the City. Business license information may be obtained by calling (559) 661-5454.

A State of California Landscape Contractors License (C-27) is required to provide the services and a Certificate of Insurance in accordance with the Insurance Requirements for Construction & Service Contracts document included in this RFP as Attachment "A" will also be required. The Proposer shall comply with any and all federal, state or local laws, now in effect or hereafter promulgated, which apply to the services and products herein specified.

Contractor, his agents, representatives, employees and subcontractors shall maintain current and appropriate vehicle operator licenses for any vehicle operated within the scope of this Agreement.

II. **SCOPE OF WORK**

A. GENERAL INFORMATION

The City of Madera hereby invites written formal proposals from qualified firms interested in providing Landscape Maintenance Services for the City of Madera.

The maintenance is required throughout the City and the locations are defined on the accompanying attachments. For simplicity, the maintenance areas are assembled into groups of like areas. Each proposal must provide for the entire work needed to

accomplish the minimum acceptable level of maintenance for each group. Each area will have a variety of landscape maintenance needs as specified in this document and the attachments hereto. Descriptions and maps included in accompanying attachments are provided for clarity only. City accepts no responsibility for the accuracy of the information contained therein. Contractors are strongly advised to verify actual locations and dimensions of the specific areas to be maintained.

The maintenance services to be provided for these areas shall require, at a minimum, a professional and qualified landscape maintenance business or equivalent, herein after referred to as "Contractor," to be responsible for the overall maintenance of those areas bid upon, and to prepare an itemized monthly statement showing services performed. All businesses shall have a valid City of Madera business license to provide services and must have the appropriate licenses necessary to apply pesticides as required for maintenance services proposed.

1. Scope of Maintenance Services

Contractor shall provide and coordinate all services necessary for the proper maintenance of the areas. The specific services of Contractor shall include, but not be limited to the following:

- a. Prepare a preliminary estimate for material and labor costs associated with needed services not directly covered by this Agreement.
- b. Provide itemized monthly statement showing all services performed.

2. Services Provided by City

- a. Assign Parks Planning Manager or Designee as staff contact.
- b. Pay monthly service rate to Contractor.

Contractor shall furnish all labor, tools, equipment, fertilizers, herbicides, and materials necessary for performance of the maintenance work and services in the manner specified herein for each of the maintenance areas of service.

B. GENERAL REQUIREMENTS

Contractor shall thoroughly complete each task in a professional, workmanlike manner. To this end, they will use equipment and materials that comply with all current regulations. The safety of workers, passersby, and the public shall be paramount.

Contractor shall provide the labor, materials, and equipment necessary for the provision of grounds and landscape maintenance services, except as otherwise specified hereinafter. Tasks shall be performed in accordance with standards contained herein, at no less than the frequencies set forth herein.

Contractor is hereby required to render and provide grounds maintenance services including, but not limited to, turf mowing, edging, trimming, over seeding, reseeding, fertilization, aeration, irrigation, hand watering and bleeding of valves as necessary during emergencies when automatic systems are not functioning, pruning and renovation of turf and shrub areas as well as provide weed control, disease control, tree maintenance, maintenance of irrigation systems, repair of walkways, pumps, walkway lighting systems and the necessary maintenance of any appurtenant structures and equipment pursuant to specifications and frequencies as set forth herein or revised by City.

Contractor shall not perform any operations, particularly during periods of inclement weather, which may destroy or damage groundcover or turf areas.

The Contractor recognizes, that during the course of this Agreement, other activities and operations may be conducted by City work forces and other contracted parties. These activities may include, but, not be limited to, landscape refurbishment, irrigation system modification or repair, construction and/or storm related operations. The Contractor may be required to modify or curtail certain tasks and operations and shall promptly comply with any request by the City to modify or curtail impacted tasks covered by this Agreement.

Contractor shall, during the hours and days of maintenance service, as identified in Section II.H, respond to all emergencies within two (2) hours of notification.

Contractor shall be required to identify equipment and vehicles used at City facilities with decals identifying the Contractor's name, and phone number.

C. DESCRIPTION OF WORK AND SERVICES

1. All areas shall be maintained in accordance to the preservation of the quality of standard landscaping practices of the intended design concept. Maintenance will occur in such a manner that will not alter the existing ground area from the natural state. All areas will be kept weed free leaving a clean and manicured appearance. Such maintenance to occur at the following minimum intervals and shall comply with procedures for standard landscaping practices leaving these grounds in a clean and desirable condition.

If turf exists within maintenance areas, turf shall be cut or mowed with conventional mowing equipment of a type which will not damage the turf, such mowing to occur at the following minimum intervals and shall comply with standard practices and procedures for mowing and maintaining turf in a healthy and presentable condition.

(a) The maintenance shall occur at a minimum of one time per week, between March 1 and October 31. Maintenance may be performed a

minimum of twice per month for all other months provided minimum standards per specifications contained herein are maintained.

(b) The maintenance services will be provided Monday through Friday, between the hours of 7:00 a.m. and 5:00 p.m.

2. All trees and shrubs shall be inspected, trimmed and adjusted to facilitate complete maintenance, provide neat appearance and protect said trees and shrubs from damage by site maintenance operations. Said trimming shall comply with standard practices and procedures to maintain trees and shrubs in a healthy and presentable condition. The standard trimming of all trees and shrubs within the scope of this contract shall be a minimum 7 feet above ground level over pedestrian pathways and 14 feet above vehicle travel ways such as streets, alleys, etc. Said standard trimming is specific to facilitating maintenance and differs from major trimming as described under the Extra Work provision in this RFP. The determination of major trimming shall be at the sole discretion of City. Contractor shall be responsible for maintaining all tree staking and should adjust, modify or remove as required to promote acceptable growth requirements.

Contractor shall maintain the perimeter of all landscape areas, including but not limited to curb, parking areas or affiliated grounds. Contractor may use the application of herbicides at the Contractor's discretion. Contractor shall comply with all applicable laws, regulations and ordinances and shall be responsible for the securing of any and all permits, which may be required for the performance of the work and services herein provided. All herbicide to be used shall be approved prior to application and only by written notice as detailed in the draft agreement included in this RFP. Weed eating around trees will not be permitted and damage to trees caused by such activity will be justification for damages being assessed to Contractor, termination of contract or tree replacement at Contractors expense.

3. All trash and debris which has accumulated or which may in the future accumulate within the boundaries of the specific areas, including, but not limited to, sidewalks, play areas, driveways, fence lines and property boundaries shall be removed from the site. Grass clippings, weeds, trash, debris and other waste and refuse materials collected within the sites shall be disposed of in an approved manner off-site. Trash and debris shall be removed by Contractor and at the Contractor's expense at a frequency concurrent with maintenance.

4. All landscaping irrigation areas shall be checked concurrent with maintenance (when applicable) in accordance to standard irrigation practices and the automatic sprinkling systems located within each landscape area shall be maintained in adjustment and repaired so as to ensure proper operation and coverage to the end that all such landscaping shall be properly irrigated.

Sprinklers shall be adjusted so as not to throw water on streets or adjacent properties. Maintenance as provided in this work description includes all parts and labor for repair and adjustment of all irrigation system components downstream of the Vacuum Breaker including, but not limited to valves, heads and clocks. The system shall be maintained and adjusted at a frequency concurrent with maintenance or turf mowing. Irrigation controller schedules shall be set to comply with local watering ordinances.

5. When damage occurs to sprinkler systems outside of the above specified area of responsibility, turf or other plantings through no fault or activity of Contractor, Contractor shall notify City of the extent of damage within twenty-four (24) hours of discovery. Upon written request by the City, Contractor will perform repairs, materials including, but not limited to irrigation parts, trees or shrubs may be provided either by City or Contractor at the City's discretion. Contractor will not be compensated for any overhead for materials so provided. Contractor shall be compensated at the rate specified for extra work performed by the Contractor for such repairs or replacements if he/she is selected to complete the repairs. Damage to sprinkling systems, plantings, fences, gates, or other property affixed to or located in any area, or damage to adjacent properties caused by or resulting from any activities of maintenance Contractor, shall be repaired by said Contractor at their sole cost and expense within twenty-four (24) hours of receipt of written notification by City. If the Contractor fails to respond within this time City shall have the repairs completed by others and all expenses associated with the repair will be charged to the responsible Contractor.

6. All landscape maintenance areas shall be inspected monthly to determine whether any damage has occurred to property, including, but not limited to, fences, sidewalks, equipment, structures, plants, turf, trees or other improvements. Contractor shall report to City within twenty-four (24) hours of discovery of any damage to site which adversely impacts the functioning of the site, improvements, security, and/or safety thereof.

7. All landscape maintenance areas shall be fertilized and kept weed free. Fertilizers and herbicides will be provided by Contractor and shall be applied in such manner that non target species are protected. Any grasses or plants damaged or destroyed through application of fertilizers, herbicides or other chemicals shall be replaced at Contractor's sole cost and expense.

8. Contractor shall be responsible for the maintenance of all locks and chains on all back flow preventer enclosures, gates, structures and other improvements requiring such security. Or at the request of City personnel, City will provide Contractor with replacement locks and chains as may be required.

9. Contractor shall submit signed detailed work reports no later than the fifth day of each month describing all work and services performed on each landscape maintenance area during the preceding month. Without limitation to

scope or detail, Contractor shall include in said report a general description of the work and services performed; the date or dates on which each landscape area was inspected and work performed; information concerning damages, repairs, or replacements required, including, but not limited to locks or chains and unusual or special conditions which require special attention in order to preserve the functional and/or security and integrity of the landscape areas. The report shall include Contractor's recommendations for measures to correct any deficient condition reported. However, this report does not exempt Contractor from notification of conditions that exist as specified in No. 5 and No. 6 above. All work reports must be submitted to City prior to/or with the monthly payment request forms. If monthly work reports are not submitted, payment shall be held until City receives the monthly work reports.

D. DESCRIPTION OF EXTRA WORK

Contractor shall, from time-to-time, be required to perform Extra Work of varying types. The following, though not inclusive, represents specific types of Extra Work that may be required and the conditions governing performance. In all cases of Extra Work, no such work may be performed without prior written authorization from City. City, at its discretion, may choose to provide all necessary materials or have Contractor provide materials and reimburse Contractor for all authorized costs.

1. Contractor may be required to eradicate pests and rodents, such as ground squirrels, gophers, moles, etc. Pursuit of such eradication measures and the use of pesticides and other chemicals or eradication techniques shall be in accordance with all local, state and federal regulations governing the use of such agents or techniques. In no event shall the actions of Contractor in effecting such eradication result in a danger to humans, domestic animals or plant life. Contractor shall be responsible for any damages that result from a violation of local, state, or federal regulations governing eradication agents or techniques and/or improper or negligent use of such agents or techniques.
2. Contractor may be required to perform minor/major tree pruning or removal of trees and/or shrub growth located on or adjoining City sites, so that said trees do not present a danger to persons or improvements of City. Such responsibility may include planting, watering, treatment, fertilizing, the cutting away and removal of dead, diseased, broken or otherwise impaired branches, and the complete removal of those trees and shrubs whose location or state of health demand such removal. Such work is considered Extra Work in scope above the normal tree and shrub trimming requirements identified in Section II.C.2 of this Description of Work and Services. City shall be the sole determinate of what constitutes normal or extra work.
3. Contractor may be required to eradicate weeds, plants and undesirable growth within adjacent properties. The work and services necessary to accomplish the foregoing shall be coordinated with the control activities of any governmental agencies concerned with the work. Elimination of undesirable

weeds or specific ground plantings may be accomplished by means of appropriate herbicides and pesticides after prior written approval of City. The elimination process shall be performed in such manner as not to endanger or damage existing turf and other plantings within City sites or plant or animal life on adjacent properties.

4. Contractor may be required to plant flowers, plants, and place bark or mulch.

All extra work shall commence on the specified date established and Contractor shall proceed diligently to complete said work within the time allotted.

City retains the right at all times to accept, re-negotiate or decline bids for extra work and further retains the right to negotiate with third party companies to perform extra work.

E. DAMAGE BY CONTRACTOR

All damages incurred to existing facilities by the Contractor's operation shall be repaired or replaced at the Contractor's expense. All such repairs or replacements shall be completed within the following time limits:

1. Irrigation damage shall be repaired or replaced within one watering cycle.
2. All damages to shrubs, trees, turf or groundcover shall be repaired or replaced within five (5) working days.
3. Minor damage to trees such as bark lost from impact of mowing equipment shall be remedied by a qualified tree surgeon or arborist. If damage results in loss of a tree, the damaged tree shall be removed and replaced to comply with the specific instructions of City.
4. Minor damage to shrubbery may be corrected by appropriate pruning as required in Section II. Major damage shall be corrected by removal of the damaged shrub and replacement to comply with the provisions in Section II.
5. All damage resulting from chemical operation, such as spray-drift or lateral-leaching, shall be corrected in accordance with the aforementioned maintenance practices and the soil conditioned to insure its ability to support plant life.
6. All damage caused to components of the sites such as pumps, pump houses, doors, drainage structures, walkways, fences, light fixtures etc. from accidents or cumulative effects of incidents caused by the carelessness of Contractor's staff shall be immediately corrected at the Contractor's expense.

F. INQUIRIES AND COMPLAINTS

The Contractor shall maintain a written log of all complaints, the date and time thereof and the action taken pursuant thereto or the reason for non-action. The log of complaints shall be open to the inspection of the City at all reasonable times.

All complaints shall be abated as soon as possible after notification; but in all cases within 24 hours, to the satisfaction of the City. If any complaint is not abated within 24 hours, the City shall be notified immediately of the reason for not abating the complaint followed by a written report to the City within five (5) days. If the complaints are not abated within the time specified or to the satisfaction of the City, the City may correct the specific complaint and the total cost incurred by the City will be deducted and forfeit from the payments owing to the Contractor from the City.

G. SAFETY

Contractor agrees to perform all work outlined in this Agreement in such a manner as to meet all accepted standards for safe practices. Contractor shall safely maintain stored equipment, machines, and materials or other hazards consequential or related to the work; and agrees additionally to accept the sole responsibility for complying with all local, City, State or other legal requirements including but not limited to, full compliance with the terms of the applicable O.S.H.A. and CAL-O.S.H.A. Safety Orders at all times so as to protect all persons, including Contractor's employees, agents of the City, vendors, members of the public or others from foreseeable injury, or damage to their property. Contractor shall inspect for potential hazards at the various sites covered by this RFP and keep a log indicating date inspected and action taken.

It shall be the Contractor's responsibility to inspect, and identify, any condition(s) that renders any portion of the area unsafe, as well as any unsafe practices occurring thereon. The City shall be notified immediately of any unsafe condition that requires major correction. Contractor shall be responsible for making minor corrections including, but not limited to; filling holes in turf areas and paving, using barricades or traffic cones to alert the public of the existence of hazards, replacing valve box covers, and securing the area so as to protect members of the public or others from injury. Contractor shall obtain emergency medical care for any member of the public who is in need thereof, because of illness or injury occurring within the landscape easement area. Contractor shall cooperate fully with City in the investigation of any accidental injury or death occurring on the premises, including a complete written report thereof to the City within five (5) days following the occurrence.

H. HOURS AND DAYS OF MAINTENANCE SERVICES

The basic daily hours of maintenance service shall be from 7:00 a.m. to 5:00 p.m.

Contractor shall provide adequate staffing to perform the required maintenance

services during the prescribed hours five (5) days per week. Any changes in the days and hours of operation heretofore prescribed shall be subject to approval by the City.

Per State of California Labor Code, Contractor is directed to the following prescribed requirement with respect to the hours of employment. Eight (8) hours of labor under this Agreement shall constitute a legal day's work and said Contractor shall not require or permit any laborer, worker or mechanic, or any subcontractor employed by him to perform any of the work described herein to labor more than eight (8) hours during any one day or more than forty (40) hours during any one calendar week, except as authorized by Labor Code Section 1815, under penalty of paying to the City the sum of Twenty-Five Dollars (\$25) for each laborer, worker or mechanic employed in the execution of said Agreement by him, or any subcontractor under him, upon any of the work included in said Agreement for each calendar day during which such laborer, worker, technician, specialist or mechanic is required or permitted to labor more than eight (8) hours in any one calendar day or forty (40) hours in any one calendar week, in violation of the provisions of Section 1811 to 1815, inclusive, of the Labor Code of the State of California.

I. MAINTENANCE SCHEDULES

Contractor shall, within ten (10) days after the effective date of this Agreement, submit a work schedule to the City for review and approval. Said work schedule shall be set on an annual calendar identifying and delineating the time frames for the required functions by the day of the week, morning and afternoon. In addition, Contractor shall notify the City, in writing, at least two (2) weeks prior to the scheduled date and time for the eradication process of rodents.

The Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the City for review, and if appropriate approval, within five (5) working days prior to scheduled time for the work.

The above provisions are not construed to eliminate the Contractor's responsibility in complying with the requirements to notify the City for Specialty Type maintenance as set forth immediately hereafter.

Contractor shall notify the City, in writing, at least two (2) weeks prior to the date and time of all "Specialty Type" maintenance operations. "Specialty Type" operations are defined as:

1. Fertilization
2. Turf renovation/reseeding
3. Micro-Nutrients/soil amendments

4. Spraying of trees, shrubs or turf
5. Aesthetic tree pruning
6. Other items as determined by the City

J. CONTRACTOR'S STAFF

The Contractor shall provide sufficient personnel to perform all work in accordance with the specifications set forth herein. Contractor's employees, whether assigned to any one area or as part of a crew serving any number of areas, shall include at least one individual who speaks and comprehends the English language.

The City may at any time give Contractor written notice to the effect that the conduct or action of a designated employee of Contractor is, in the reasonable belief of the City, detrimental to the interest of the public within the landscape easement area. Contractor shall meet with representatives of the City to consider the appropriate course of action with respect to such matters and Contractor shall take reasonable measures to assure the City that the conduct and activities of Contractor's employees will not be detrimental to the interest of the public within the landscape easement area.

The City requires the Contractor to establish an identification system for personnel their which clearly indicates to the public the name of the individual employee responsible for the landscape and grounds maintenance services. The identification system shall be furnished at the Contractor's expense and may include appropriate attire and/or name badges as specified by the City.

The Contractor shall require each of his employees to adhere to basic public works standards of working attire. These are basically; uniforms, proper shoes and other gear required by State Safety Regulations, and proper wearing of the clothing. Shirts shall be worn at all times and buttoned.

K. SIGNS/IMPROVEMENTS

Contractor shall not post signs or advertising matter upon the premises or improvements unless they are proper men working signs, without the City's prior approval.

L. UTILITIES

The City shall pay for all utilities with the exception of the telephone. However, water usage shall not exceed amount required to comply with irrigation schedules established by the City. Contractor shall pay for all excessive utility usage due to Contractor's failure to monitor irrigation system malfunctions or unauthorized increases in the frequency of irrigation. The excess cost will be determined by comparing current usage with historical usage for the same time period. The excess cost factor, to be

deducted from payments to Contractor by the City will be presented to the Contractor by the City prior to actual deduction to allow for explanations.

M. NON-INTERFERENCE

Contractor shall not interfere with the public use of the premises and shall conduct its operations as to offer the least possible obstruction and inconvenience to the public or disruption to the peace and quiet of the area within which the services are performed.

N. USE OF CHEMICALS

All work involving the use of chemicals shall be in compliance with all Federal, State and local laws and will be accomplished by a Qualified Applicator under the direction of a Licensed Pest Control Advisor. Contractor, in complying with the California Food and Agricultural Code, shall provide a copy of a valid Pest Control Business License, a valid Pest Control Advisor's License and a Qualified Applicator's License prior to using any and all applicable chemicals within the area(s) to be maintained.

Contractor, in addition to complying with the California Food and Agricultural Code, must be registered with the County of Madera Agricultural Commission. Contractor shall also be certified in categories D and E of the Pest Control Advisor's License and in category B of the Qualified Applicator's License. If Contractor does not possess a valid Pest Control Advisor's License with appropriate categories, Contractor, upon written consent of the City per Section 13 of the Agreement, may subcontract this service. If the chemical application is performed without the necessary approvals, including registration, licenses and permits, City may deduct pro rata from Contractor's invoice applicable costs for chemical spraying.

The action above shall not be construed as a penalty but as an adjustment of payment to Contractor due to the failure of the Contractor to complete or comply with the provisions of this Agreement. In addition to the remedies provided, this Agreement may be terminated by the City with a 30 day written notice mailed by certified letter to the Contractor if the Contractor fails to correct deficiencies in a timely manner.

A listing of proposed chemicals to be used including; commercial name, application rates and type of usage shall be submitted to the City for approval at the commencement of the Agreement. No chemical applications shall begin until written approval of use is obtained from the City. Chemicals shall only be applied by those persons possessing a valid California Certified Applicator's license. Application shall be in strict accordance with all governing regulations.

Records of all operations stating dates, times, methods of application, chemical formulations, applicators names and weather conditions shall be made and retained in an active file for a minimum of three (3) years. Contractor shall provide a chemical use report that is site specific with the monthly billing. A copy of the Pest Control Advisor's recommendation for each application that is site specific shall be provided to

the monitor and applicator prior to each application. This shall be in addition to the copy of the usage summary that is provided to the Madera County Agricultural Commissioner. All chemicals requiring a special permit for use must be registered with the County Agricultural Commissioner and a permit obtained with a copy to the City of Madera Department of Parks and Community Services prior to application. All regulations and safety precautions listed in the Pesticide Information and Safety Manual published by the University of California shall be adhered to.

O. MAINTENANCE, REPAIRS AND REPLACEMENTS DUE TO EXTRAORDINARY INCIDENTS

Contractor shall be responsible for performing maintenance, repairs and replacement, when the need for such work arises out of Acts of God and third party negligence in accordance with the provisions of this Section. The Contractor shall repair or replace:

1. Damaged, diseased (untreatable) or dead shrubs, ground cover and trees in accordance with Sections III.B and III.C; and,
2. Inoperable irrigation equipment described in Section III.F.

The Contractor shall submit a written estimate of the cost for performing such work. The City may, upon review and approval of such estimate, authorize the Contractor to perform said work by return of a signed copy of contractors estimate. After submittal of the bill, the Contractor shall be reimbursed only for the agreed upon cost estimate. In the event that the Contractor's written estimate is not approved, then the City reserves the right to contract with a third party to perform such work.

III. MAINTENANCE SPECIFICATIONS

A. TURF CARE

The Contractor shall perform at his/her sole expense the following services:

Mowing

Turf shall be mowed with an adequately sharpened rotary or reel-type mower, equipped with rollers, to ensure a smooth surface appearance without scalping.

All cool season grasses (Blue Grass and Fescues) to be cut at 2-1/2 inches during March through November and at 2 inches during December to February of each year. The mowing heights will be adjusted by the City during periods of renovation. All grass clippings will be collected and removed from the site on the same day the area is mowed. A mowing schedule will be established and maintained. This schedule will provide that all areas will be mowed not less than once a week during the warm season of March to November and once every two weeks during the cool season of December to February. This schedule will be submitted to the City for approval.

Power Edge

With each mowing, the edge of the grass along sidewalks, curbs, shrub and flower beds, and walls shall be trimmed to a neat and uniform line. Where trees and shrubs occur in turf areas, all grass shall be removed 6 inches from the trunks of trees and away from the drip line of shrubs by use of power scythe, approved chemicals, or small mowers as required. Trim around all sprinkler heads as necessary in order to provide maximum water coverage. Edging will be done concurrent with each mowing. The edge of the turf shall be trimmed around valve boxes, meter boxes, backflow devices or any structures located within the turf areas. All turf edges are to be maintained to prevent grass invasion into adjacent shrub, flower, and ground cover bed areas. All clippings shall be removed from the site the same day area is edged. After mowing and edging is completed all adjacent walkways shall be cleaned to remove accumulated debris and limit hazardous conditions.

Weed Control

Control turf weeds as needed in accordance with industry standard to maintain turf stands that are 90 % weed free. Hand removal of noxious weeds or grasses will be required as necessary.

Insect, Ants and Disease Control

Eliminate all insect, ants and disease affecting turf areas as they occur.

Aerification

City may request aerification at several or all sites depending upon existing conditions. expenses related to aerification processes may be billed as Additional Work as specified.

Thatch Removal

Verticut all cool season grasses once annually prior to the overseeding operation. Equipment will consist of standard renovating or vertical mowing types. City is to be notified at least two (2) weeks prior to the exact date of renovation.

Irrigation

Irrigation, including hand watering and bleeding of valves during an emergency situation, as required to maintain adequate growth rate and appearance and in accordance with a schedule most conducive to plant growth. Contractor shall be proficient with Toro Sentinel Field Controllers. Contractor shall contact the manufacturer for service and training on an as-needed basis. Contractor to provide City with a quarterly written irrigation report. City shall have the ability to change the

irrigation schedule at any time. Adequate soil moisture will be determined by programming the automatic sprinkler controllers as follows:

1. Consideration must be given to the soil conditions, season temperatures, wind conditions, humidity, minimizing runoff and the relationship of conditions which affect day and night watering. This may include daytime watering during winter weather to prevent icy conditions and manual operation of the irrigation system during periods of windy or inclement weather. During freezing and/or windy conditions, automatic irrigation will be discontinued.
2. In areas where wind creates problems of spraying water onto private property or road right-of-ways, the controllers shall be set to operate during the period of lowest wind velocity which would normally occur at night (between the hours of 7:00 p.m. and 6:00 a.m.)
3. The Contractor shall be responsible for monitoring all systems within the jurisdiction of this specification and correct for: coverage, adjustment, clogging of lines, and removal of obstacles, including plant materials which obstruct the spray.
4. Check systems and adjust and/or repair any sprinkler heads causing excessive runoff, including slope areas, or which throw directly onto roadway paving or walks (where sprinkler heads can be adjusted) within the Zone.
5. All controllers shall be adjusted to consider the water requirements of each season, plant community, and adverse weather changes and local watering ordinances.
6. Irrigation system will be controlled by Contractor in such a way as not to cause an excessively wet area which could interfere with the Contractor's ability to mow all turf.
7. The Contractor shall observe and note any deficiencies occurring from the original design and review these findings with the City, so necessary improvements can be considered.
8. Contractor shall repair all leaking or defective valves immediately upon occurrence, or within twenty-four (24) hours following notification from the City of such a deficiency.
9. Contractor shall file a monthly statement with the Department of Parks and Community Services, certifying that all irrigation systems are functioning properly and provide an irrigation schedule on a quarterly basis.
10. The bleeding of valves and hand watering are to be used only in emergency situations.

Fertilization

Turf shall be fertilized twice (2 times) a year with Best – Triple Twelve 12-12-12 during the months of May and September. All fertilizer used shall be inorganic and granular. Rate for each application shall be one (1) pound of actual available nitrogen per one thousand (1,000) square feet of turf area. In addition to the balanced type commercial fertilization, the Contractor shall fertilize all turf areas with Best – Turf Supreme 16-6-8 four times a year during March (after aeration), April, October and November of each calendar year at a rate of one (1) pound of actual available nitrogen per one thousand (1,000) square feet. All turf areas fertilized shall be thoroughly soaked immediately after fertilization. Soil tests shall be taken by Contractor one (1) time per year during the month of March. Fertilizer materials and rates may be adjusted by City based on test results.

Turf Reseeding

Contractor shall once each year during the month of September, overseed all turf area bare spots to reestablish turf to an acceptable quality. When Contractor reseeds turf, he will aerify, renovate, or verticut, seed and mulch (spread evenly over the entire area to a uniform depth of ¼ inch) in this sequence. The City may require the use of sod when deemed necessary. Contractor shall be entitled to additional compensation for the cost of the sod only provided loss of turf was not due to the negligence of the Contractor. Overseeding shall be sown at a rate of five (5) pounds per one thousand (1,000) square feet and reseeding of bare areas shall be sown at a rate of eight (8) pounds per one thousand (1,000) square feet. The following seed specifications shall be used for all overseeding and reseeding and may be adjusted at the City's discretion.

Three Way Tall Fescue LOL	Proportion by Weight Purity Germination
Durana Tall Fescue Grass	44.30% 85%
Helix Tall Fescue	32.50% 85%
Prospect Tall Fescue	21.00% 85%

B. SHRUB, GROUND COVER AND VINE CARE

The Contractor shall perform at his sole expense the following services:

Pruning (with hand pruners/loppers/saws) as indicated by the City, prune shrubbery between the months of January and March to encourage healthy growth habits pertaining to each individual species of plant, and for an overall balanced shape and appearance. All shrubs shall be free of dead wood, weak, diseased, insect-infested, and damaged limbs shall at all times. In general, selective thinning cuts should be made; not "heading" or tipping" cuts. Some growth will need to be thinned or lifted slightly, one foot (1') to two feet (2'), to allow all sprinklers to spray freely. Remove all

clippings the same day shrubbery is pruned.

Trimming (with hedge shears or hand-pruners) restrict growth by trimming shrubbery and ground covers to area behind curbs and walkways, within planter beds and away from walls, fences and utilities as necessary, or upon written notice by the City. Keep ground cover trimmed two feet (2') diameter from the base of shrubs. For all high-branches, open shrubbery and all trees, keep ground cover trimmed one foot (1') away from outer perimeter of trunks. For all trees in turf areas, spray a two foot (2') radius clearing out from perimeter of trunk and mulch. Do not use string trimmers around trees and shrubs. Trim designated formal hedges and/or shrubs to heights indicated by the City. Trim clinging vines (e.g., Ivy, Ficus, Virginia Creeper) to stay on block wall surfaces - not on buildings (except as designated) nor entangled in groundcover, shrubs or trees.

Renovation

Renovate ground covers (e.g. Rosemary, Acacia) according to prescribed practices in the industry as needed to maintain a healthy vigorous appearance and growth rate. All Rosemary ground cover to be renovated and lowered once per year during the months of February through March. Ground cover height shall be at the discretion of the City.

Insect, Mollusk, Ant and Disease Control

Maintain shrub areas to be free of disease, insects, ants and mollusks.

Weed Control

All ground cover and shrub beds are to be kept weed free at all times. Methods for control can incorporate one or all three of the following:

1. Hand removal
2. Cultivation
3. Chemical eradication (mainly within point irrigated areas). Use chemical eradication twice a year.

Fertilization

Mechanically broadcast or individually apply (point irrigation) fertilizer three (3) times per year during the months of March (Best – Triple Twelve 12-12-12), May (Best – Supreme 16-6-8), and September (Best – Supreme 16-6-8). Individually apply Best Triple Twelve 12-12-12 at the rate of 1 cup per plant, to all plants serviced by a point irrigation system. Contractor will cultivate into soil. Soil tests shall be taken by Contractor one (1) time per year during the month of March. One soils test with

complete analysis and recommendation(s) shall be taken for every five acres of designated landscape areas. Test site(s) to be determined by the City. Fertilizer materials and rates may be adjusted by City based on test results. The Contractor shall provide the City with a fertilization schedule, with two (2) weeks' notification prior to the proposed fertilization.

Irrigation

Irrigation will be programmed in conjunction with automatic controllers or manual control valves servicing turf or ground cover and shrub areas in accordance with the requirements of this specification.

Shrub and Ground Cover Replacement

All damaged, diseased (untreatable) or dead shrubs and ground covers will be replaced as needed with the same material of similar size that existed and as required by the City unless otherwise notified by the City in writing. Shrubs and ground covers damaged or lost due to Contractor negligence shall be replaced at Contractor's expense. Shrubs and ground covers permanently damaged or lost due to vandalism may be covered at City expense. Contractor shall be responsible to get City approval in writing prior to removal and/or replacement.

Substitutions for any plant materials must have prior approval in writing by the City. Original plans and specifications should be consulted to determine correct identification of species. All shrubs shall be guaranteed to live and remain in healthy condition for no less than six (6) months from the date of acceptance of the job by the City.

C. TREE CARE

The Contractor shall perform at his sole expense the following services:

Tree Maintenance

1. Maintain seven (7) foot clearance for branches overhanging walks and fourteen (14) foot clearance for branches overhanging beyond curb line into the paved section of streets where applicable.
2. Control insects and diseases as needed.
3. Stake and support all replacement trees and replace stakes which have been broken or damaged on existing trees as required. Tree stakes shall be pentachlorophenol treated lodge pole pine not less than eight (8) feet in length for five (5) gallon size trees and not less than ten (10) feet for fifteen (15) gallon trees sizes, (two (2) per tree). Guy wires where required and plant ties will be of pliable, zinc-coated ten (10) gauge wire (two (2) ties per tree). Hose for covering wire to be either new or used garden hose at least one-half (1/2) inch

in diameter (hose ties should allow for minimum of three (3) additional inches of clearance beyond the diameter of the branch or trunk being secured).

4. Stakes will not be placed closer than eight (8) inches from trunk of the tree.

5. Stakes and ties will be placed so no chafing of bark occurs and shall be checked frequently and retied to prevent girdling.

New Tree Pruning

During the first three (3) years, head back lower branches and prune all trees, including those on the slopes, for correct branching structure.

Fertilization

Apply/install tree fertilizer tablets (Best – Best Tabs 20-10-5) within drip line of tree two times per year (during the months of May and October).

Irrigation

Irrigation will be programmed in conjunction with automatic controllers or manual control valves servicing turf or ground cover and shrub areas in accordance with the requirements of these Specifications.

Tree Replacement

All trees permanently damaged will be replaced as needed with the identical species of tree unless otherwise notified in writing by the City. The need for and the size of replacement will be determined by the City. Size of the replacement shall be a minimum size of a 15 gallon container. Substitutions will require prior written approval by the City. Original plans and specifications should be consulted to insure correct identification of species. Trees permanently damaged or lost due to vandalism may be replaced at City expense. Contractor shall be responsible to get City approval in writing prior to removal and/or replacement.

D. USE OF CHEMICALS (PESTICIDES) AND DISEASE AND PEST CONTROL

The Contractor shall perform at his/her sole expense the following services:

Chemical Application

All work involving the use of chemicals will be accomplished by a State of California licensed pest control operator.

Permits

All chemicals requiring a special permit for use must be registered by the Contractor with the County Agricultural Commissioner's office and a permit obtained with a copy to the County Department of Parks and Recreation prior to use. A copy of all forms submitted to the County Agricultural Commissioner shall be given to the City on a timely basis.

Compliance with Regulations

All regulations and safety precautions listed in the "Pesticide Information and Safety Manual" published by the University of California will be adhered to.

Pest Control

Control of ground squirrels, gophers, and other burrowing rodents by trapping and/or eradication will be provided by City. The Contractor is not responsible for this service; however, when Contractor sees evidence of such activity they are to notify the City. Whenever holes are visible upon the surface, these holes shall be filled and securely tamped to avoid moisture runoff entering the holes. This procedure shall be followed in all areas especially within all slope areas.

E. GENERAL CLEANUP

The Contractor shall perform at his sole expense the following services:

Trash Removal

Policing of Areas

All areas under maintenance and other designated areas will have above identified trash removed in conjunction with the approved maintenance schedule for each maintenance area on a weekly basis with the exception of the Downtown District where all trash receptacles are to be emptied THREE TIMES PER WEEK.

Concrete/Asphalt Median Strip Maintenance

Contractor is responsible for weed and grass removal within concrete asphalt median strip areas.

Curb and Gutter Maintenance

Contractor is responsible for removal of weeds and grass from curb and gutter expansion joints located adjacent to designated maintenance areas at all times.

Removal of Leaves

Accumulations of leaves shall be removed from all areas not less than once per week.

F. IRRIGATION SYSTEM MANAGEMENT

All irrigation systems within the landscaped areas designated in this Specification will be repaired and maintained as required for operation, by the Contractor at his sole expense in the following manner:

Scope of Responsibility

The Contractor shall maintain or repair and keep operable all irrigation equipment downstream of the backflow device including but not limited to: sprinkler heads, remote control valves, quick couplers, and risers. Repairs to automatic controllers, booster pumps, and backflow prevention devices may be performed at City Expense. Contractor shall be responsible to get City approval in writing prior to removal and/or replacement of these irrigation system components. This paragraph does not require the Contractor to make a complete piping replacement of the system.

Replacement Requirements

Replacements will be of original materials or substitutes approved by the City in writing prior to any installation.

Extent of Responsibility

The Contractor will be responsible for immediate maintenance (repair or replacement) of all irrigation system components including those damaged due to vandalism. Contractor will be responsible at all times for hand watering and the bleeding of valves in emergency situations as required to sustain and prevent loss of turf, trees, plants, and ground covers when automatic systems are not functioning. The replacement to be provided by the Contractor shall be the normal deterioration, wear and tear, or negligence upon the part of the Contractor. The replacement caused by acts of God and third party negligence will be accomplished by the Contractor as provided for as outlined in Scope of Responsibility.

G. MAINTENANCE AND REPAIR OF DRAINAGE SYSTEMS AND MISCELLANEOUS IMPROVEMENTS

Drainage Systems:

The following services shall be provided by the Contractor at his expense except as otherwise provided for:

1. All surface drains ("V" ditches); if any, shall be kept clear of debris and overgrown planting so that water will have an unimpeded passage to its outlet. Contractor will repair or replace concrete portions as necessary. Contractor

may request additional compensation for this added work. This compensation will be negotiated per standards set forth in Section II.D Additional Work.

2. All sub-surface drains (except storm drains), if any, shall be periodically flushed with water to avoid build-up of silt and debris. All inlets to sub-surface drains shall be kept clear of leaves, paper and other debris to ensure unimpeded passage of water. Contractor shall replace all broken or stolen sections of pipe, catch basin boxes and grates. Contractor may request additional compensation for this added work. This compensation will be negotiated per standards set forth in Section II.D Additional Work.

Miscellaneous Improvements

It will be the responsibility of the Contractor to repair or replace mowing strips, within the Zone unless otherwise specified. Contractor shall be entitled to additional compensation for this added work. This compensation will be negotiated per standards set forth in Section II.D Additional Work.

H. MAINTENANCE INSPECTIONS

The Contractor shall:

1. Weekly perform a maintenance inspection during daylight hours of all facilities within the Zone. Such inspection shall be both visual and operational. The operational inspection shall include operation of all irrigation and other mechanical systems to check for proper operational condition and reliability.

2. Monthly meet on site with an authorized representative of the City for a walk-through inspection. Said meeting shall be at the convenience of the City and may include residents of the community. The City shall notify the appropriate local representatives of the time and place of each walk-through inspection at least one (1) week prior to such inspection. In addition, interim inspections may be made by the City. The Contractor will be provided with a written notice including specified time frames to correct any deficiencies identified in the performance of this Agreement. It should be noted that a leaking valve must be repaired within twenty-four (24) hours following verbal and/or written notification.

I. GRAFFITI ERADICATION AND CONTROL

Contractor shall be responsible to remove all graffiti as it appears upon any appurtenant structures or equipment within the areas under his maintenance.

All materials and processes used in graffiti eradication shall be non-injurious to surfaces and adjacent property and approved by CAL-OSHA. Materials and processes

to be used must be approved by City prior to use.

Contractor shall be reimbursed for the cost of materials including sales tax and labor at a rate not to exceed the hourly labor rate described by contractor in the Landscape Maintenance Area Bid Sheet.

In the event a surface must be repainted as determined by City, appropriate surface preparation shall be made on painted walls, and paint applied shall be the exact shade of color as existing paint.

J. NATURAL AREAS MAINTENANCE

Natural areas are open space areas that have minimal usage due to the sloping character of the land and the rugged landscape materials that are native to the land. Contractor will provide periodic maintenance consisting of debris and litter removal only as directed by the City.

K. PLAYGROUNDS

Playgrounds shall be inspected weekly. At the time of inspection, contractor shall inspect each component to verify safe, proper operation. Playgrounds components shall at all times meet or exceed standards set forth in ASTM 1487 and ASTM 1292. Inspection reports shall be submitted to City representative monthly.

Any equipment which is considered unsafe at the time of the inspection must be repaired or marked and taken out of service immediately. City representative must be notified in writing when components or playgrounds are removed from service.

More serious faults shall be immediately reported to the City representative. Any repair work, or replacement, found to be necessary, which in the opinion of the contractor do not result from normal usage/wear and tear, must be immediately reported.

Additional repairs, renewals or replacements of playground equipment or components which in the opinion of the Contractor are not due to normal wear and tear, will be subject to the terms expressed in Section II.D, Additional Work.

Contractor will perform the following tasks weekly:

- Inspect soft fall material for proper depth as required by ASTM 1292 standards; rake soft fall material into low spots to achieve smooth, level surface.
- Inspect and clean/repair signage.
- Inspect playground components for structural integrity and safety compliance per ASTM 1487 standards.
- Tighten, adjust and lubricate all fixtures and fasteners and take immediate remedial action to correct any minor faults.

- Inspect and repair amenities adjacent to playground such as benches, trash receptacles and drinking fountains.
- Empty trash receptacles
- Remove all trash from site.
- Inspect lighting and repair if necessary.
- Remove graffiti on playground and adjacent structures.

IV. PROPOSAL REQUIREMENTS AND CONDITIONS

A. PROPOSALS INSTRUCTIONS

Proposals shall be made in accordance with the following instructions in order to receive consideration:

1. Proposals shall be made upon the forms included herein with all items properly filled out; the signature of each person signing shall be in longhand. The respondents' proposal shall include the method by which each task shall be performed. Such information shall include an explanation of who will perform the work, what equipment shall be used, the manner of approach, the order in which the task shall be performed and any other information helpful in describing the methodology.
2. Proposals shall not contain any conditions or any modification of the work to be done. Alternate proposals will not be considered, unless requested herein. No oral, electronic or telephonic proposals or modifications will be considered.
3. Should any respondent contemplate subcontracting any part of the work covered by their proposal, they will submit with their proposal, description of the work to be done by each such subcontractor and the name and the location of the place of business of each such subcontractor as a part of the respondent's proposal. Sufficient information as identified in the Landscaping Maintenance Contractor's Informational Questionnaire shall be required for each such subcontractor to accurately evaluate the total proposal. Subcontractors must meet the same requirements as Contractor including, but not limited to, licensing and insurance.
4. Before submitting a proposal, respondents shall familiarize themselves with all Agreement documents; shall fully inform themselves as to all existing conditions and limitations; and shall include in the proposal a sum to cover the cost of all items included in the Agreement.
5. The page identifying Contractor preparing the proposal shall bear the signature of the individual responsible for the preparation.

B. NOTICE TO PROCEED

A Notice to Proceed will be issued within ten (10) calendar days of the notification to

Contractor that an award of the Agreement has been made, provided Contractor has submitted to City for review all applicable insurance, license and bonding certificates, unless otherwise mutually agreed between City and the Contractor. It is the City's intent that Contractor shall begin maintenance of the facilities covered in the executed Agreement immediately upon issuance of Notice to Proceed.

C. COMPENSATION

The amount paid to Contractor for furnishing all labor, equipment, tools and chemicals for maintenance of the sites as identified in Contractor's response to the RFP shall equal a set dollar amount (lump sum) for each area and shall be paid in twelve (12) monthly payments during each year of the term of the Agreement. In addition, Contractor shall be compensated for any extra work authorized in writing by City in accordance with the Agreement. Payment for extra work shall be made after billing for the materials and equipment used by Contractor in the performance of such extra work. Such billings shall be accompanied by detailed invoices for materials and equipment used by Contractor in the performance of such extra work. Contractor, prior to commencing of extra work shall obtain written approval from the City of all extra work.

D. PREVAILING WAGE

Payroll Records: Each Contractor and Subcontractor shall keep accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by him in connection with the work. Such records shall be certified and available for inspection at all reasonable hours at the principal office of the Contractor as required by Labor Code Section 1776. Certified payrolls shall be submitted to City weekly. Fringe benefit statements and apprenticeship agreements will be submitted with the project's first certified payroll or when there are mandated changes in the fringe benefits or when new apprentices are employed.

In accordance with the provisions of Section 1773 of the Labor Code of the State of California, the City has obtained from the Director of the Department of Industrial Relations; the general prevailing rate for each craft, classification, or types of worker's required to execute the contract. A copy of said prevailing rate of per diem wages is on file in the office of the City, to which reference is hereby made for further particulars. Said prevailing rate of per diem wages will be made available to any interested party upon request, and a copy thereof shall be posted at the job site.

V. SELECTION PROCEDURE

A. PROPOSAL REVIEW

Each proposal will be reviewed to determine if it meets the proposal requirements.

B. EVALUATION

An evaluation team will be assembled by the City. Each evaluator will first score each proposal by each of the criteria described below. The City will then convene to review and discuss these evaluations and to combine the individual scores to arrive at a composite score for each firm. Ranking will be assigned based on the composite score.

An award under this RFP will not be based solely on the price. If an award is made, it will go to the bidder with the best overall proposal who provides the "Best Value" to the City and its residents. The successful proposal will be competitively priced and provide for adequate service to meet the City's needs. Best Value will be established based on the evaluation criteria as listed below.

Award of Agreement will be dependent on budget constraints. The estimated cost of services presented in the proposal shall represent only one of several criteria that will be used in the evaluation of proposals. The service, frequency of service, and information provided in the Landscape Maintenance Contractor's Informational Questionnaire will also be used in the evaluation. Upon conclusion of the evaluation of all elements of each proposal, the proposal, which in the judgment of City most completely meets the service needs of City, will be selected. Upon conclusion of the evaluation process, an Agreement similar in the form to the attached Draft Agreement will be executed with the successful respondent.

C. EVALUATION CRITERIA

Proposals will be numerically scored and ranked using the criteria and weighting described in this section. The scores assigned will reflect the extent to which criteria is fulfilled relative to other proposals. The estimated cost of services presented in the proposal shall represent only one of several criteria that will be used in the evaluation of proposals. Upon conclusion of the evaluation of all elements of each proposal, the proposal, which in the judgment of the committee, most completely meets the service needs of the City will be selected.

The evaluation criteria and maximum score that can be achieved for each criterion are presented as follows:

Sufficient Experienced Personnel for Project	10 points
Maintenance experience	10 points
Approach to work tasks/schedules	10 points
References	20 points
Fee	50 points

VI. FEE DETERMINATION

The final compensation amount for maintenance services for all individual sites will be analyzed prior to notification of award being given. City retains the right to negotiate individual sites service levels to meet budget requirements. In the event negotiations fail with this firm, City will terminate the negotiations and commence negotiations with the next ranked firm. This process shall continue until an agreement is reached on a fair and equitable fee.

VII. LANDSCAPE MAINTENANCE CONTRACTOR'S INFORMATIONAL QUESTIONNAIRE

Provide only the following information in the same sequence as listed below

A. GENERAL QUALIFICATIONS OF THE BUSINESS

1. Firm name, address and phone number.
2. Type of organization (individual, partnership, and corporation).
3. Organization chart for project showing key personnel and their positions in the organization.
4. Personal profile of the Project Manager who will be responsible for the project including his/her education, credentials, and experience.
5. Personal profile of key personnel who will work on the project including their credentials and experience on comparable maintenance projects.
6. Have you ever had a contract for landscape services terminated for insufficient performance (yes / no)? If your answer was "yes," indicate when and with who the contract was in effect.
7. Contractor's current hourly fee schedule for personnel.

B. PROJECT TASKS REQUIRED BY CONTRACTOR TO COMPLETE THE PROJECT

1. The proposal shall include a list of each major task in order of performance by date with a brief explanation of how Contractor will complete these tasks.
2. A maintenance schedule including dates, where appropriate, describing the tasks and frequency of performance for the identified landscape areas.

C. EXPERIENCE OF CONTRACTOR

Outline the general experience of the firm under its current ownership including information concerning total years of experience, the nature of work historically performed, and specialties of the firm.

D. REFERENCES

Provide a listing of references served during the past three-year period with a brief description of the type of service performed. Please include copies of letters of recommendation, if such are available. Also include name, address and telephone number of contact person for Contractor's three largest customers.

E. Organization

Provide the following information concerning the organization of the firm:

1. Identify the owners or other principals, management staff and superintendents of the firm.
2. Identify the specific skills, qualifications, and expertise of the firm's employees as it relates to the work to be performed for City; i.e., the equipment which the employees are qualified to operate, use of chemicals and license to purchase and apply chemicals, etc.
3. Provide a complete listing of manufacturer, model numbers and types of equipment that the company owns.

F. FINANCIAL HISTORY

1. Indicate whether the firm or the principals thereof have been previously involved in bankruptcy proceedings.
2. Identify any previous contracts, which have been significantly reduced, canceled, continued or expanded.
3. Indicate all instances and amounts wherein penalties have been paid by the firm under the provisions of previous contracts, said penalties resulting from breach of contract, or failure to perform in accordance with the provisions of the contract.
4. Identify the performance-bonding limit of the firm.

G. PERFORMANCE OF WORK ACTIVITIES

Provide an estimate of the total work activities to be performed under the maintenance Agreement of the City, which would be performed by subcontractors as opposed to employees of the firm.

CITY OF MADERA
BID PROPOSAL and AUTHORIZATION
LANDSCAPE MAINTENANCE SERVICES
RFP NO. 201516-10

DATE _____

COMPANY NAME _____

STREET ADDRESS _____

CITY / STATE / ZIP _____

PHONE NUMBER _____

EMAIL ADDRESS _____

PERSON PREPARING BID _____

TITLE _____

SIGNATURE _____

The respondent's proposal shall include all associated costs for firms interested in providing landscape maintenance services for the Landscape Maintenance Areas for the City of Madera.

Contractors may bid on any one or more of the landscape maintenance groups however, each proposal must provide for the entire work needed to accomplish the minimum acceptable level of maintenance for each Group.

Proposals must provide the cost for monthly maintenance and the per square foot rate for extra work.

The respondent has bid on _____ Groups, and will accept award of ____ or more Groups. The respondent is aware that each Group may be awarded or rejected in any combination selected by City. The Area prices that follow represent a monthly lump sum fixed price.

NONCOLLUSION DECLARATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID FOR:

RFP No. 201516-10 **RFP Name** Landscape Maintenance Services

The undersigned declares:

I am the _____ of _____, the party making the forgoing bid.
Title Company

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____, 20__ at _____, _____ State.

Printed Name

Signature

A. Bids on Landscape Maintenance Areas:

Group #1 Downtown Maintenance

Map #	Designation	Location	Monthly	Annual
1	Downtown District	Downtown		
			Group Total	

Group #2 Non-Median Maintenance

4	City Hall	205 West 4 th Street		
5	Corporation Yard	1030 S. Gateway Drive		
6	Frank Bergon Center	238 South D Street		
7	WAC & Youth Hut	113 South Q Street		
8	Kennedy Pond	Kennedy Pond		
9	Mex-Am Center	716 Columbia		
10	Cleveland Linear	South side of Cleveland from Granada west to Glade		
11	Granada Linear	West side of Granada from Cleveland to Foxglove (excluding Veterans Hall property)		
11A	Police Department	330 South C Street		
			Group Total	

Group #3 Median Maintenance

12	Yosemite Ave Islands	Median island on Yosemite from Gateway west to Howard		
13	Gateway Dr	Islands & Park Strips – Cleveland to Fresno River		
14	Howard Road	Islands & Park Strips – Schnoor to west of Autumn		
15	West Cleveland Islands	West from Schnoor to Granada		
16	4 th Street Islands	West on 4th Street from Gateway to Highway 99		
17	Hopy Island	Cypress and Yosemite		
18	Sunrise Island	Sunrise & Lake Street		
19	Barsotti Islands	Park Lane, Park Drive, Park South, North Park		
20	Mainberry Islands	Mainberry, Third, and Westgate		
21	West Park	West Park		
22	Terrace Place	Terrace Place Island, North of Central		
23	4 th & Sunset	4 th & Sunset		
24	Renway Island	Renway Cul-de-sac		
25	Riverview Strips	Riverview East and West of Granada		
26	Gateway Tree Planters	East and West Side of Gateway Drive, Fresno River to Olive Avenue		
27	Roosevelt Planter Boxes	Roosevelt and 13 th		
28	Kennedy Wall	Kennedy, East of Kennedy Pond		
29	Olive Avenue Islands	Olive Ave, Yosemite to Hwy 145		
30	East Cleveland Islands	Cleveland Ave, Gateway Dr. to Tozer		
32	Ave 17/Airport Median	Ave 17 West of Airport Dr.		
33	Yosemite Tozer (Crossroads)	Tozer Ave. South of Yosemite		
34	Cleveland Center Median	Cleveland median islands from Glade Ave west to Westberry		
35	Industrial Schnoor	Industrial Avenue between Granada and Schnoor Avenue and Schnoor Avenue between Howard Road and Industrial		
36	Lake Street	Lake Street from Cleveland to Ellis		
37	Ave 13 Median Island-Parkwood	Ave 13 Median Island in front of Parkwood School		

38	Ave 13 Median Island-Valero	Ave 13 West of Hwy 145 in front of Valero Station		
39	Sunset Wall	Sunset East of Schnoor Avenue		
40	Madera South H.S. Medians	Avenue 13 (Pecan) between Stadium and Pine		
41	4 th Street Medians	4 th Street from Lake Street West to Sunset		
The locations of the areas are shown on Attachments C & D.			Group Total	

Extra work as identified in the Section II.D above:

Square Foot Rate for Extra Work: \$ _____

Hourly Rate for Extra Work \$ _____

GENERAL CONTRACTOR (Attach copies of all applicable permits & licenses)

BY: _____

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

FIRM: _____ DATE: _____

PHONE# _____

Landscape Contractor's License Number _____

SUBCONTRACTOR (Attach copies of all applicable permits & licenses)

BY: _____

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

FIRM: _____ DATE: _____

PHONE# _____

SUBCONTRACTOR (Attach copies of all applicable permits & licenses)

BY: _____

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

FIRM: _____ DATE: _____

PHONE# _____

SUBCONTRACTOR (Attach copies of all applicable permits & licenses)

BY: _____

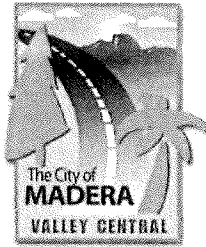
SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

FIRM: _____ DATE: _____

PHONE# _____



REPORT TO CITY COUNCIL

Council Meeting of September 7, 2016
Agenda Item Number B-9

Approved By:

A handwritten signature in black ink, appearing to read "Mary Anne Seay".

Mary Anne Seay,
Parks & Community Services Director

A handwritten signature in black ink, appearing to read "David R. Tooley".

David R. Tooley, City Administrator

SUBJECT: CONSIDERATION OF A RESOLUTION AUTHORIZING AMENDMENTS TO THE FY 2016-2017 BUDGET APPROPRIATING \$26,592.04 FROM THE FUNDS DESIGNATED FOR GOLF COURSE EMERGENCY REPAIR ACCOUNT TO CAPITAL OUTLAY EQUIPMENT REPLACEMENT IN THE GOLF COURSE FUND FOR REPAIRS TO THE GOLF COURSE WATER WELL

RECOMMENDATION:

Staff recommends that Council approve the Resolution Authorizing Amendments to the FY 2016-2017 Budget Appropriating \$26,592.04 from the funds designated for Golf Course Emergency Repair account to Capital Outlay Equipment Replacement in the Golf Course Fund for repairs to the golf course water well.

SUMMARY:

On October 15, 2014, Council approved a Third Amendment to the Agreement between the City of Madera and Sierra Golf Management Inc., (SGM). The original Agreement from 2009 laid out the deal points of the lease of the municipally owned golf course to the private firm, SGM, for operation and oversight management. The Third Amendment exercised the renewal option extending the lease for a second five-year term through October 31, 2019.

One of the terms of the Agreement (Term 5.5 on Page 5) maintains that the City shall retain a reserve account for emergency maintenance work at the golf course and the funds therein are to be made available should the need arise. SGM found it necessary to contract emergency well work in order to adequately maintain the course. The resolution brought before you would reimburse SGM for their expenditures related to this work.

SITUATION:

There are three wells located on the Madera Municipal Golf Course property: one that services the clubhouse and banquet facilities and two to provide water to the golf course itself. In years with adequate rainfall, a rarity in recent years, the Madera Irrigation District (MID) *may* have water available for purchase. The availability of purchase water is tenuous at best.

In 2012, SGM contacted Madera Pumps for an assessment of the well located between the 4th and 12th fairways on the course as it was not performing. They learned that work was required to reach the available water table. Madera Pumps advised SGM that the best course of action would be to remove the pump and the shaft, drill further to deepen the well, and reinstall the pump at a deeper depth. After a meeting between City staff and SGM, along with a review of the Agreement that binds the relationship, it was collectively determined that additional well work was a necessity. It was further determined that such work qualified as an expenditure in the Capital Improvement Account and \$60,000 was allocated by Council action in October of 2012.

At that time, the well was deepened from 225 feet to 550 feet and the pump was lowered from 225 feet to 265 feet. Recognizing that the need to drop the well even deeper could come at any time, the mutual decision was made to drill deeper than the 265 foot depth to save the expense of future drilling costs.

In July of this year, SGM staff contacted City staff to inform us that the same well pump failed leaving the course with a single internal water source for the irrigation season. Relying on a single pump is a significant risk as failure to the second system would result in catastrophic loss of turf and landscape infrastructure. Though some water was available for purchase from MID this season, there was not enough water for long enough in the season to avoid making emergency expenditures. SGM immediately contacted Madera Pumps to get on their schedule; it can take more than a month before the work can be performed as a result of the high demand for their services. SGM knew that purchase water would not be available beyond mid-August and therefore, scheduled the work as quickly as they could.

When Madera Pumps inspected the site, they found that the pump had sucked sand through it causing it to go out of balance and wear-out prematurely. Madera Pumps then ran a camera down the well and came up with a plan to brush and air lift the well, clean the walls of the pipe, blow out the sand that had accumulated in the well, repair the well pump and re-install it at a lower depth. The team decided to add 60 feet of extension and dropped the pump from 265 feet to 325 feet while the pump was out for repairs.

The pump is currently up and running. The cost for the aforementioned work totals \$26,592.04 from Madera Pumps and their sub, Advanced Water Systems. Both vendors are from Madera. Pursuant to the terms of the Agreement highlighted below, Staff recommends that Council approve the Resolution authorizing Amendments to the FY 2016-2017 Budget. This amendment transfers \$26,592.04 from the designated reserve account for Golf Course Emergency Repair and appropriates the funding in the Capital Outlay Equipment Replacement account in the Golf Course Fund (see Exhibit AA attached).

Below is 5.5 of the Agreement between the City and SGM as it relates to the Capital Improvement Account:

Commencing on the Effective Date and continuing through the Initial Term and Renewal Term, the City shall hold in reserves \$90,000 in the Golf Course Capital Improvement Account and shall make such funds available exclusively for capital improvement projects at the Leased Premises as an emergency action in case of catastrophic failure of systems at the golf course not within the maintenance and improvement responsibilities of SGM as set forth in this Lease Agreement, including such items as well and pump stations.

FINANCIAL IMPACT:

Pursuant to the terms of the Agreement with SGM, the City is responsible to maintain a \$90,000 balance in a Capital Improvement Account to cover emergency and catastrophic failures. There is currently \$110,836 in this account. The revenue for this account is generated by payments from SGM in the form of base and per round revenue. Base rent is currently \$40,000 per year and revenue from rounds played has escalated from \$1.00 per round at the beginning of the contract to \$2.00 per round now.

The total expenditures for this work were \$26,592.04. The unspent portion of this appropriation and golf course revenues will make up the balance of the \$90,000 account. Since golf course revenues are typically used to make bond payments, it is possible that additional General Fund resources may be needed to make that payment, depending on the ultimate revenues paid by SGM.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Strategy 333 – Ensure affordable, high-quality sports programs for people of all ages.

Strategy 411 – Enhance and expand recreational opportunities available to Maderans.

RESOLUTION NO. 16-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA AUTHORIZING AMENDMENTS TO THE FY 2016-2017 BUDGET APPROPRIATING \$26,592.04 FROM THE FUNDS DESIGNATED FOR GOLF COURSE EMERGENCY REPAIR ACCOUNT TO CAPITAL OUTLAY EQUIPMENT REPLACEMENT IN THE GOLF COURSE FUND FOR REPAIRS TO THE GOLF COURSE WATER WELL

WHEREAS, the City has a Lease Agreement with Sierra Golf Management (SGM) for the Operation and Management of the Madera Municipal Golf Course (MMGC); and

WHEREAS, Term 5.5 of said Lease Agreement requires that the City maintain \$90,000 in a Capital Improvement Account to be used in the event of emergency Capital Work; and

WHEREAS, the City of Madera has need to repair a City water production well at the MMGC due to a failure; and

WHEREAS, City and SGM Staff determined that the existing well failure qualified as emergency use as defined by the terms of the existing agreement; and

WHEREAS, Change of Appropriation transfers must be made within City Budget accounts in order to make expenditures; and

WHEREAS, staff has prepared Exhibit AA which is incorporated by reference herein, to reflect the appropriate accounts and amounts to be transferred within the budget.

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

1. The above recitals are true and correct.
2. The budget is hereby amended in accordance with Exhibit AA, attached to this resolution.
3. This resolution shall be effective immediately upon adoption.
4. The City Clerk is hereby authorized and directed to forward a certified copy of this resolution to the Director of Finance, who is authorized to take such action as necessary to implement the terms of this resolution.
5. A signed copy of this resolution shall be placed on file in the office of the City Clerk.

* * * * *

EXHIBIT AA

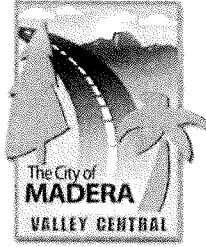
CITY OF MADERA

Appropriation Adjustment:

Emergency Repairs to Water Well at the Golf Course

FUND	ORG CODE	OBJECT CODE	DESCRIPTION	(+)	(-)
<u>Golf Course Operations (2060)</u>					
	20606290	7000	Vehicles and Equipment	26,592.04	
				<u>26,592.04</u>	<u>-</u>

Note: Funding for these emergency repairs will be coming from 2060-3311 - Designated for Capital (Green Fee Rounds), which is a balance sheet account with funds set aside and designated for such projects.



REPORT TO CITY COUNCIL

COUNCIL MEETING OF September 7, 2016
AGENDA ITEM NUMBER B-10



REPORT BY: Mark Etheridge

Business Manager, Parks & Community Services Department



APPROVED BY: Mary Anne Seay

Director, Parks & Community Services Department



APPROVED BY: David Tooley

City Administrator

SUBJECT: CONSIDERATION OF A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF MADERA AND KINGS VIEW – SKILLS4SUCCESS PROGRAM FOR OCCUPATION AND USE OF FACILITIES AT THE JOHN W. WELLS YOUTH CENTER AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY

RECOMMENDATION:

Staff recommends Council adopt the resolution approving the Agreement between the City of Madera and Kings View – Skills4Success (S4S). Staff further recommends Council authorize the Mayor to execute the Agreement on behalf of the City.

SUMMARY AND DISCUSSION:

The John W. Wells Youth Center has been in operation for over six years. The facility was constructed to develop Madera's youth through services that vary from drop-in recreation programs to workforce preparedness, technology, athletics, leadership, intergenerational programming, exposure to the arts,

as well as fitness and programs that address general wellness. Part of the PCS Department’s service delivery plan for the Youth Center is to partner with outside agencies that have a similar youth-oriented mission by providing office and program space within the center; these on-site partners are called “Co-Locators”.

Within weeks of opening on May 20, 2010, the City entered into a Co-Locator Agreement with Kings View – Ready, Set, Go (RSG) program. RSG was a community-based youth development service provider overseen by Kings View and affiliated with the Madera County Workforce Investment Board (MCWIB). Last year Kings View supplanted RSG with the Skills4Success (S4S) program, which maintains its relationship with MCWIB and offers similar programming for 16 to 24 year olds including:

- GED/High School Diploma Completion
- Occupational Skills Training
- Paid Work Experience
- Entrepreneurial Skills Training
- Resume and Cover Letter Writing
- Job Attainment Assistance
- Internships
- Help with School/Job Supplies, School Books, Certification/School Fees
- Other Job/School Preparation Assistance

Kings View may wish to move their S4S program away from the Youth Center in late 2016 or early 2017. In this instance the Agreement will be terminated once Kings View provides 30-day notice.

Kings View has a demonstrated commitment to improvement of the overall community, and a willingness to engage Madera’s youth in positive programming that aligns with the PCS Department’s Mission Statement and Vision Madera 2025. RSG has provided direct training, workforce preparedness and job shadowing opportunities to hundreds of in-school and out-of-school youth over the past six years and the expectation is the same will hold true for the S4S program. In addition they have provided substantial service outside the Youth Center, including program participant and volunteer hours for community plantings, cleanups, and community events.

The PCS Department is pleased with the partnership that has developed with the Kings View agency and recommends Council approve the Co-Locator Agreement for a one-year term beginning September 16, 2016 and ending September 15, 2017 to coincide with the end date of the current Agreement. The attached Agreement outlines shared space, facility use, and other parameters of the S4S occupancy.

FINANCIAL IMPACT:

The recommended action has a positive impact on the City’s General Fund in the form of \$6,993 per year in rental revenue.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

- | | |
|--------------|---|
| 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 335 | Career Path Programs: Develop career-path programs, such as internships and job-shadowing, to promote career development. |

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MADERA, CALIFORNIA APPROVING AN AGREEMENT
BETWEEN THE CITY OF MADERA AND KINGS VIEW
SKILLS4SUCCESS PROGRAM FOR OCCUPATION AND
USE OF FACILITIES AT THE JOHN W. WELLS YOUTH
CENTER AND AUTHORIZING THE MAYOR TO EXECUTE
THE AGREEMENT ON BEHALF OF THE CITY**

WHEREAS, the Kings View – Skills4Success (S4S) Program partners with the City of Madera in youth development activities; and

WHEREAS, S4S offers direct services to both in-school and out-of-school youth to train and prepare them for employment; and

WHEREAS, S4S is prepared to lease space from the City of Madera at the John W. Wells Youth Center to provide employment readiness programs to the youth of Madera; and

WHEREAS, the partnership between the City and S4S represents a direct benefit to the Madera Community.

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 proposed Agreement between the City of Madera and Kings View – Skills4Success, a copy of which is on file in the Office of the City Clerk and is referred to for full particulars, is hereby approved.
3. The Mayor of the City of Madera is authorized to execute the Agreement on behalf of the City.
4. This resolution is effective immediately upon adoption.

* * * * *

AGREEMENT BETWEEN THE CITY OF MADERA AND
KINGS VIEW – SKILLS4SUCCESS (S4S) PROGRAM FOR
OCCUPATION AND USE OF FACILITIES AT THE JOHN W.
WELLS YOUTH CENTER

This Agreement is made this 7th day of September, 2016, by and between the City of Madera, hereinafter referred to as "City," and Kings View – Skills4Success (S4S), hereinafter referred to as "Co-Locator".

RECITALS:

1. The City has constructed and owns the John W. Wells Youth Center (the "Center").
2. The primary function of the Center is to provide space for recreational and educational programming that benefits young residents of Madera and their families.
3. Provisions were made in the planning, design and construction of the Center for office, meeting and work space that could be made available to non-City agencies such as Co-Locator providing desired services to youth in the City.
4. Said Co-Locator shall provide direct services, programming, advocacy or other activities that benefit the youth of the City of Madera.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is agreed by and between the City and Co-Locator as follows:

I. PURPOSE:

Co-Locator desires to occupy and use certain real and personal property ("Facilities") located at 701 East 5th Street, Madera, California, which is owned by the City of Madera. The City wishes to formalize terms and conditions of use and occupancy through a lease agreement (the "Lease"). The City of Madera agrees to permit Co-Locator to use the specified facilities subject to the terms and conditions set forth herein.

II. TERM:

The term of this Lease ("Term") shall be for a period commencing on September 16th of 2016, and ending on September 15th of 2017, for a total of twelve (12) months.

III. FACILITIES:

The Facilities to be rented at the Center shall include:

- a. 1 enclosed office, Suite 109, for a total of 200 square feet described more particularly in the Rental Conditions Sub-Agreement (**Attachment A**).
- b. 1 enclosed office, Suite 115, for a total of 170 square feet described more particularly in the Rental Conditions Sub-Agreement (**Attachment A**).

In addition, the rental includes shared or conditional use of certain other facilities of the Center as specified in the Rental Conditions Sub-Agreement (**Attachment B**).

IV. PERMITTED USE:

Co-Locator shall use the Facilities solely and exclusively for activities related to the education, recreation or well-being of the City's youth and/or their families in accordance with the mission and purpose of the John W. Wells Youth Center. The City of Madera agrees to allow Co-Locator the sole and uninterrupted use of the rented Facilities described herein, and reasonable use of the common areas as described in **Attachment B**. Reasonable use shall be determined by the sole judgment of the City.

Any other use of the rented Facilities, common areas or grounds of the Youth Center must be pre-approved by the Director of Parks and Community Services, and shall be immediately terminated upon notice from the Director. Prohibited activities include, but are not limited to:

- a. Any activity that in the judgment of the City threatens the health and welfare of the public; clients; neighbors; City employees, contractors and volunteers; and any other Youth Center co-locator or tenant.
- b. Any activity that is in violation of Local, State or Federal law, or City administrative policy.
- c. Profit making activities without prior approval and consent of the City.
- d. Political activities.
- e. Activities that may damage any finish, surface, landscape, fixture or equipment of the building or grounds.
- f. Storing, manufacturing or selling any inherently dangerous or illegal substances, chemicals, things or devices.

- g. Any activity or practice that discriminates on the basis of gender, race, color, ethnicity, national origin, marital status, religion, sexual orientation, or physical disability.

V. ACCESS:

Co-Locator shall have access to their rented Facilities to perform general administrative responsibilities during the Center's regular open hours (seasonably variable). Co-Locator shall receive one key per employee stationed at the Center, not to exceed 3 keys which shall not be duplicated by Co-Locator, and a unique security code per employee for the electronic entry system. As a condition of this Agreement, Co-Locator agrees to adhere to all requirements of the City's Youth Center Opening and Closing Procedure (**Attachment C**).

Use of the Facilities and/or common areas outside of open hours shall be requested from Parks and Community Services Administration in writing at least 72 hours prior to the use by using the Parks and Community Services reservation system. It is understood by all parties that normal programming and operation of the Center shall have priority over Co-Locator's use of the Facilities and/or common areas. The Co-Locator may be charged an hourly rate (including travel time) for Emergency call-out of City employees outside of normal operating hours.

VI. COMMON AREAS:

Co-Locator shall have reasonable access to those common areas of the Center described in **Attachment B**. Co-Locator agrees to cooperate with the City and other tenants to achieve efficient scheduling and equitable use of common areas.

VII. PUBLIC EVENTS AND GATHERINGS:

If Co-Locator proposes to host a public event/gathering at the Center, Co-Locator shall make such request in writing on a City reservation form at least 30 days prior to the event. Further, it is a requirement that City staff be on duty any time the Center is open for public events or gatherings; and that the City is provided the opportunity to appear as a co-sponsor on any media, or in printed material promoting the event. Co-Locator agrees to abide by all requirements of the Center Rental and Use Policy (**Attachment D**) for Public Events and Gatherings. Use of the Center for gatherings is on a first-come, first-served basis subject to the right of City to determine all use of the Center solely in the judgment of the City. Fees collected

by the City for Center use may be waived with the approval of the Director of Parks and Community Services and at the direction of City Council.

VIII. OPERATION OF CONCESSION FACILITIES:

Subject to certain restrictions in the sole discretion of City, the Co-Locator may be permitted to operate concessions (“Concessions”) at stands (“Concession Stands”) located within the Center for the purpose of selling food and drink related products. Such operation shall be performed in accordance with all applicable state and local laws governing the sale of such products. The Co-Locator shall secure any permits from state or local agencies which are necessary to operate the Concession Stands.

The City shall have the right to operate the Concessions for the benefit of City. In the event that City elects not to operate the Concessions, the City shall have the right to permit other approved non-profit groups to operate Concessions.

Compensation. Co-Locator shall pay to the City for the right to operate the Concession Stands on City property an amount equal to twenty five percent (25%) of the net proceeds generated from the operation of the Concession Stands. Payment shall be made on or before the 30th day subsequent to the operation of the Concession.

Independent Contractor. In the operation of the Concession Stands by the Co-Locator as contemplated herein, the Co-locator is acting as an independent contractor and not as an employee or agent of the City.

IX. PARKING:

During the term of this Lease, Co-Locator shall have the non-exclusive use in common with City, other tenants of the building and their guests and invitees, of the non-reserved common automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by City. Parking is extremely limited at the facility and Co-Locator shall not be provided reserved parking spaces. City reserves the right to designate parking areas adjacent to the Center or in reasonable proximity thereto, for Co-Locator and Co-Locator's agents and employees. City reserves the sole right to designate specific parking spaces for vendors, visitors, clients, ADA accessibility and other uses as the City sees fit. Co-Locator shall provide City with a list of all license numbers for the cars owned by Co-Locator and Co-Locator's employees and agents.

Co-Locator shall notify City at least 14 days in advance of any event or occurrence that is likely to increase their need for on-site parking. City reserves the right in all circumstances to restrict or control parking to accommodate conflicting needs of the Youth Center.

X. BUILDING RULES: Co-Locator will comply with the rules for use of the Center as adopted and amended by City from time to time and will cause all of its agents, employees, invitees and visitors to do so. Changes or amendments to such rules will be sent by City to Co-Locator in writing. The initial rules for use of the Center are attached hereto as **Attachment E** and incorporated herein for all purposes.

XI. FEES:

Fixed Fees. Co-Locator agrees to pay a fee of \$582.75 per month for the use of enclosed offices during the term of the Agreement payable to City. The total per month fee of \$582.75 shall include the following charges:

Rent: \$1.25 x 370 sq. ft =	\$ <u>462.25</u> per month
Utilities and Janitorial =	\$ <u>92.75</u> per month
Phone and DSL Service - not included (to be provided at co-locator's expense)	
Subtotal:	\$ <u>555.00</u> per month
5% Indirect/Administrative	\$ <u>27.75</u> per month
Total:	\$ <u>582.75</u> per month

City Staff are not available to perform volunteer or paid work for Co-Locator. In the event an emergency necessitates the use of City staff by Co-Locator; Co-Locator agrees to pay the City the fully burdened rate for each hour (rounded up to the next whole hour) of employee time used plus a 15% administrative fee.

Each payment shall be due in advance on the first day of each calendar month during the lease term to City at 205 W. 4th Street, Madera, CA 93637 or at such other place designated by written notice from City or Co-Locator. The rental payment amount for any partial calendar months included in the lease term shall be prorated on a daily basis.

Fees for Services. Co-Locator shall have access to a photo copier, postage machine and fax service, all of which will be provided by City. These services are not included in the minimum monthly rent set forth above and Co-Locator shall reimburse City for the use of these services at the following rates:

Photocopier	\$0.10 per page – limited to reasonable office use, large jobs should be contracted with a commercial printer
Postage Meter	Actual charges + 10% Administrative Fee
Fax Machine	Co-Locator shall have access to fax machines at no additional charge

Co-Locator acknowledges and agrees that City shall have no liability whatsoever to Co-Locator for damages and/or losses suffered as a result of the failure of services provided by City including, but not limited to, failed fax transmittal, documents damaged and/or destroyed by the photocopier, or other related services.

XII. DEFAULT:

Co-Locator shall be in default of this Lease if Co-Locator fails or refuses to pay rent in full when due to City as herein provided; default for non-payment of rent may be cured by Co-Locator within fifteen (15) days after written notice thereof is given to Co-Locator by City by full payment of all rent due and owing to City. Default shall also occur if any of the covenants or conditions contained in this Lease are not kept, observed and performed by Co-Locator, and such default shall continue for thirty (30) days after notice thereof in writing to Co-Locator by City without correction thereof then having been commenced and thereafter diligently prosecuted. In the event of default as provided herein, City may declare the term of this Lease ended and immediately terminated by giving Co-Locator written notice of such termination, and if possession of the Leased Premises is not surrendered by Co-Locator, City may reenter said premises upon delivery of such notice of termination. City shall have, in addition to the remedy above provided, any other right or remedy available to City for default by Co-Locator, either in law or equity. City shall use reasonable efforts to mitigate its damages.

XIII. QUIET POSSESSION:

City covenants and warrants that upon continued performance by Co-Locator of its obligations hereunder, City will keep and maintain Co-Locator in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the leased Facilities as contemplated herein during the term of this Lease.

XIV. CONDEMNATION:

If any legally, constituted authority condemns the Center or such part thereof which shall make the leased Facilities unsuitable for leasing, this Lease shall cease when the public authority takes possession, and City and Co-Locator shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

XV. SUBORDINATION:

Co-Locator accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the leased Facilities, or upon the Center and to any renewals, refinancing and extensions thereof, but Co-Locator agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. City is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien now existing or hereafter placed upon the leased Facilities of the Center, and Co-Locator agrees upon demand to execute such further instruments subordinating this Lease or attorning to the holder of any such liens as City may request. In the event that Co-Locator should fail to execute any instrument of subordination herein required to be executed by Co-Locator promptly as requested, Co-Locator hereby irrevocably authorizes City to act as its attorney-in-fact to execute such instrument in Co-Locator's name, place and stead, it being agreed that such power is one coupled with an interest. Co-Locator agrees that it will from time to time upon request by City execute and deliver to such persons as City shall request a statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Lease have been paid, stating that City is not in default hereunder (or if Co-Locator alleges a default stating the nature of such alleged default) and further stating such other matters as City shall reasonably require.

XVI. PROPERTY TAXES:

City shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the Lease term on the leased Facilities, and all personal property taxes with respect to City's personal property, if any, on the leased Facilities. Co-Locator shall be responsible for paying all personal property taxes with respect to Co-Locator's personal property at the leased Facilities.

XVII. SUBLEASE AND ASSIGNMENT:

Co-Locator shall not sublease all or any part of the leased Facilities, or assign this Lease in whole or in part without City's written consent.

XVIII. REPAIRS:

During the Lease term, Co-Locator shall make, at Co-Locator's expense, all necessary repairs to the leased Facilities. Repairs shall include such items as routine repairs of floors, walls, ceilings, and other parts of the leased Facilities damaged or worn through other than normal occupancy, except for major mechanical systems or the roof, subject to the obligations of the parties otherwise set forth in this Lease.

XIX. ALTERATIONS AND IMPROVEMENTS:

Subject to City's written consent in City's sole discretion, Co-Locator may remodel, redecorate, and make additions, improvements and replacements of parts of the leased Facilities from time to time, provided the same are made in a workmanlike manner and utilizing good quality materials. Co-Locator shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the leased Facilities, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Co-Locator at the commencement of the Lease term or placed or installed on the leased Facilities by Co-Locator thereafter, shall remain Co-Locator's property free and clear of any claim by City. Co-Locator shall have the right and responsibility to remove the same at any time during the term of this Lease or upon termination provided that all damage to the leased Facilities caused by such removal shall be repaired by Co-Locator at Co-Locator's expense. Failure by Co-Locator to remove any such property, fixtures or installations from the Facilities upon termination of the Lease shall be deemed abandonment thereof, whereupon City shall have the right to remove such items at Co-Locator's expense.

XX. SIGNS:

Any sign or signs to be placed on the Center or the leased Facilities by Co-Locator shall require the City's written consent, which consent shall not be unreasonably refused or delayed. Sign placement and installation shall comply with all City policies and building regulations for the Center. Co-Locator shall repair all damage to the leased Facilities or to Center property caused by the placement of signs thereon, or resulting from the removal of signs installed by Co-Locator.

XXI. DISCRIMINATION:

Co-Locator will serve its target population in an environment that encourages diversity and shall not discriminate on the basis of gender, race, color, ethnicity, national origin, marital status, religion, sexual orientation, or physical disability.

XXII. CONFIDENTIALITY:

Co-Locator shall comply with all Federal, State, and County laws related to the confidentiality of information. Co-Locator shall not publish, disclose, use, or permit or cause to be published, disclosed, or used confidential information pertaining to an individual or recipient without their express written permission.

XXIII. MAINTENANCE:

City shall provide ordinary maintenance, lighting, and janitorial services to the Center. City shall maintain improvements to the Center and the premises and repair any damage or destruction due to fire, the elements, acts of God, or other causes not the fault of Co-Locator or any persons in or about the premises with the expressed or implied consent of Co-Locator. The rent payable by Co-Locator pursuant to this Lease shall be abated to the extent such damage or destruction renders the Facilities uninhabitable by Co-Locator until the necessary repairs are made. In the event that the cost of repairing or restoring any buildings or improvements so damaged or destroyed exceed fifty (50) percent of the replacement value of all buildings and improvements now located on the property, City may, at its option, either cancel this lease and return any unearned rent previously paid under this lease by Co-Locator or continue this lease and abate the rent as set forth in this section until such time as the necessary repairs to the Facilities and/or the Center have been made.

Co-Locator shall be responsible for the cleaning and maintenance of the Facilities and that portion of the property which is leased and/or used exclusively by Co-Locator.

Notwithstanding anything in this section to the contrary, Co-Locator agrees that it shall also be solely responsible for cleaning all common areas after each event or other use of said areas by Co-Locator. It is the responsibility of Co-Locator to report any damage to relevant space or equipment. Damage shall be reported to City staff immediately to facilitate timely repair for others to use.

XXIV. DAMAGES:

Co-Locator agrees to reimburse City for damage sustained to the Facilities other than ordinary wear and tear, to include building, furniture, equipment, or supplies, if such damage is caused by Co-Locator or the agents, officers, members, partners, clients, volunteers, and/or employees of Co-Locator. If the leased Facilities, or any part thereof or any appurtenance thereto, is so damaged by fire, casualty or structural defects that the same cannot be used for Co-Locator's purposes, then Co-Locator shall have the right within ninety (90) days following damage to elect by written notice to City to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Facilities not caused by the acts or omissions of Co-Locator or the agents, officers, members, partners, clients, volunteers, and/or employees of Co-Locator which does not render the Leased Premises unusable for Co-Locator's purposes, City shall promptly repair such damage at the cost of the City. In making the repairs called for in this paragraph, City shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of City. Co-Locator shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy or use, in whole or in part, for Co-Locator's purposes. Rent and other charges paid in advance for any such period shall be credited on the next ensuing payment, if any, but if no further payments are made, any such advance payment shall be refunded to Co-Locator.

XXV. ENTRY BY CITY:

Co-Locator shall permit City and City's agents to enter onto and upon the Facilities without notice in the case of an emergency as defined by the Parks and Community Services Director or her designee. Otherwise, City will provide Co-Locator with twenty-four (24) hours advanced notice prior to entry for the purposes of inspection, compliance with the terms of this lease, exercise of all rights under this lease, and for posting notices. Such entry shall not impair the operation of the Co-Locator's business.

XXVI. INDEMNIFICATION:

City will defend, indemnify, and hold harmless Co-Locator, its agents, officers and employees, against all suits and claims that may be based on injury to persons or property that is the result of an error, omission, or negligent act of City and its officers, agents, or employees in the performance of this contract.

Co-Locator will defend, indemnify, and hold harmless City, its agents, officers and employees, against all suits and claims that may be based on injury to persons or property that is the result of an error, omission, or negligent act of Co-Locator and its officers, agents, or employees in the performance of this contract.

XXVII. INSURANCE:

Co-Locator shall procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Co-Locator's operation and use of the Facilities. The cost of insurance shall be borne by the Co-Locator.

Minimum Scope and Limits of Insurance

Co-Locator shall maintain limits no less than:

- \$1,000,000 General Liability (including operations, products and completed operations) 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).

If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

- \$1,000,000 Automobile Liability per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 covering Automobile Liability, code 1 (any auto).
- Worker's Compensation as required by the State of California.
- \$1,000,000 Employer's Liability per accident for bodily injury or disease.
- Property Insurance for full replacement cost with no coinsurance penalty provision.

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

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

The general liability policy is to contain, or be endorsed to contain, the following provisions:

- The entity, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of ownership, maintenance or use of Co-Locator's leased portion of Facilities.
- Co-Locator'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 Co-Locator'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.

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

Co-Locator 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 occupancy or work 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.

XXVIII. MISCELLANEOUS:

The undersigned hereby acknowledges that he/she has read and fully understands the terms. The person signing for each party represents that he/she has the full authority to act for the entity on whose behalf this Agreement is signed.

XXIX. CONTINGENT UPON APPROVAL:

The parties recognize that the effectiveness of this Agreement is contingent upon approval by the City Council. This Agreement will be presented to the Madera City Council to be ratified at a lawfully called meeting.

XXX. OTHER DOCUMENTS:

All parties agree to cooperate fully in the execution of any additional documents that may be necessary to finalize this Agreement.

XXXI. EXECUTION BY FACSIMILE OR IN COUNTERPARTS:

A copy or an original, with all signatures appended together, shall be deemed a fully executed agreement. A facsimile version of any party's signature shall be deemed an original signature.

XXXII. NOTICES:

Any notice to be given to either party by the other party shall be in writing and shall be served either personally or by the U.S. Postal services to the following addresses:

To the City:

Parks & Community Services
City of Madera
205 W. Fourth Street
Madera, CA 93637

To Co-Locator:

Kings View Skills4Success Program
701 E. 5th Street
Madera, CA 93638
(559) 662-4500

XXXIII. SEVERABILITY:

If any provision of this Agreement is held to be void, or unenforceable, the remaining portions of the Agreement shall remain in full force and effect.

XXXIV. TERMINATION:

City may, by written notice to Co-Locator, terminate this lease in whole or in part at any time, by notice in writing to Co-Locator or its officers or agents, whether for City's convenience or because of the failure of Co-Locator to fulfill the obligations herein. Upon receipt of written notice, Co-Locator shall discontinue all programs at the Center, vacate the Facilities and the Center in no more than 30 days from the date of delivery of written notice, and remove all personal property of Co-Locator from the Center. Delivery of written notice may be effectuated by posting at the Facilities or by First Class Mail to the address of Co-Locator provided herein.

XXXV. INTERPRETATION:

The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party.

XXXVI. WAIVER:

No waiver of any default of City or Co-Locator hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by City or Co-Locator shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

XXXVII. SUCCESSORS:

The provisions of this Lease shall extend to and be binding upon City and Co-Locator and their respective legal representatives, successors and assigns.

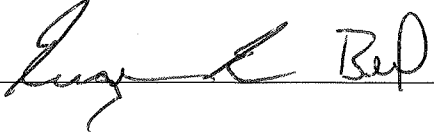
IN WITNESS WHEREOF, the parties hereto have executed this Agreement at Madera, California, the day and year first above written.

City OF MADERA

Co-Locator

By: _____

Mayor, Robert L. Poythress

By: 

ATTEST:

By: Eugene E Bell
Printed Name

By: _____

Sonia Alvarez

City Clerk

Title: Executive Director

APPROVED AS TO FORM:

By: _____

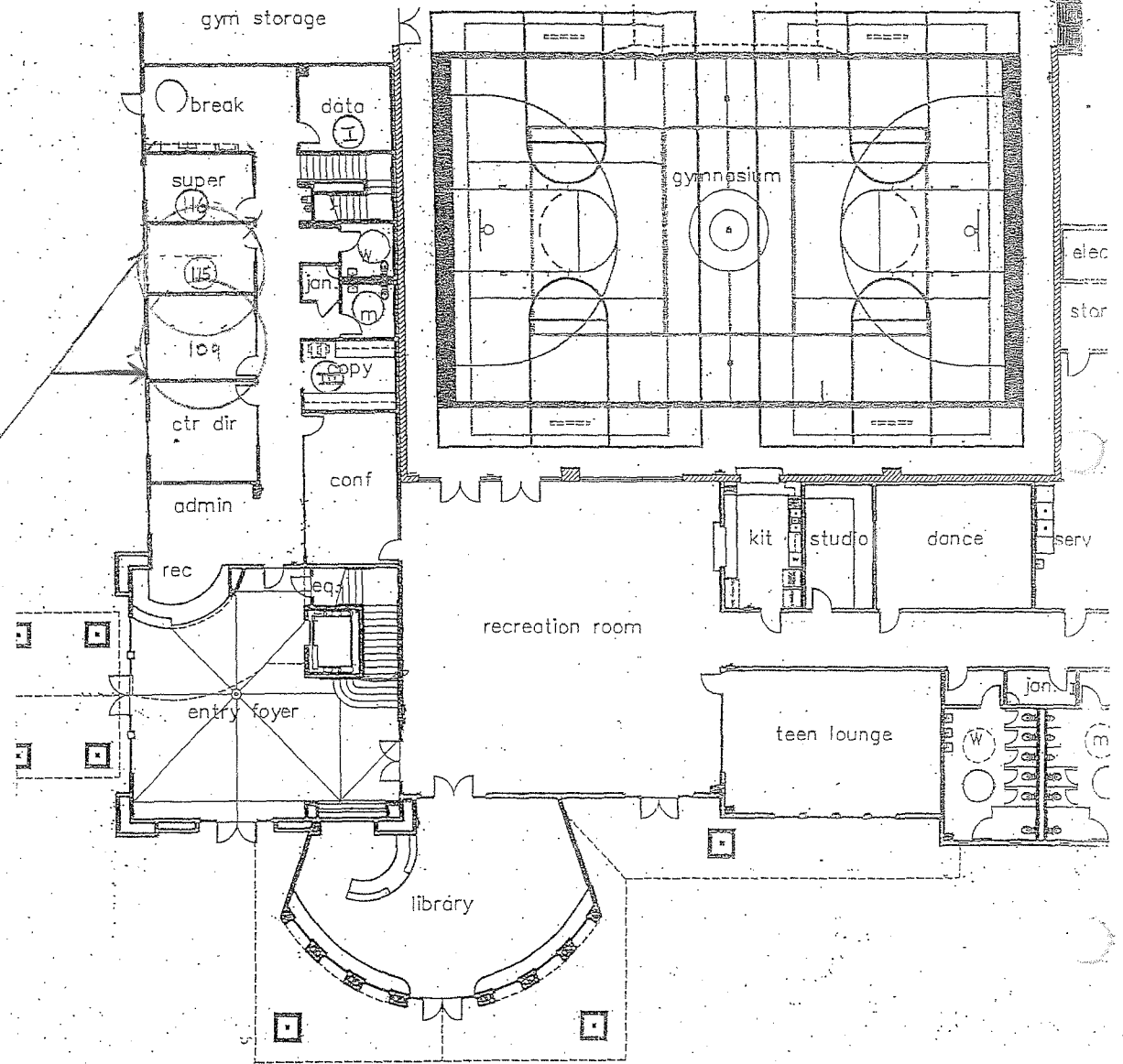
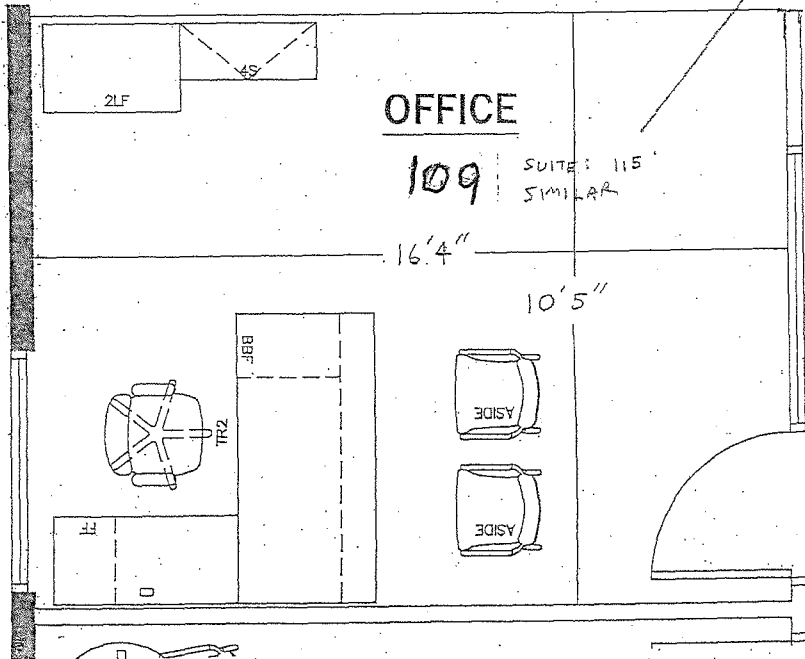
Brent Richardson

City Attorney

**ATTACHMENT A
CO-LOCATOR SUB AGREEMENT
PROPERTY LOCATION**

Co-locator agrees that the property with dimensions and layout illustrated herein is for the use of the co-locator in accordance with all terms of the main agreement.

Furniture is for illustrative purposes only and is not included in agreement.



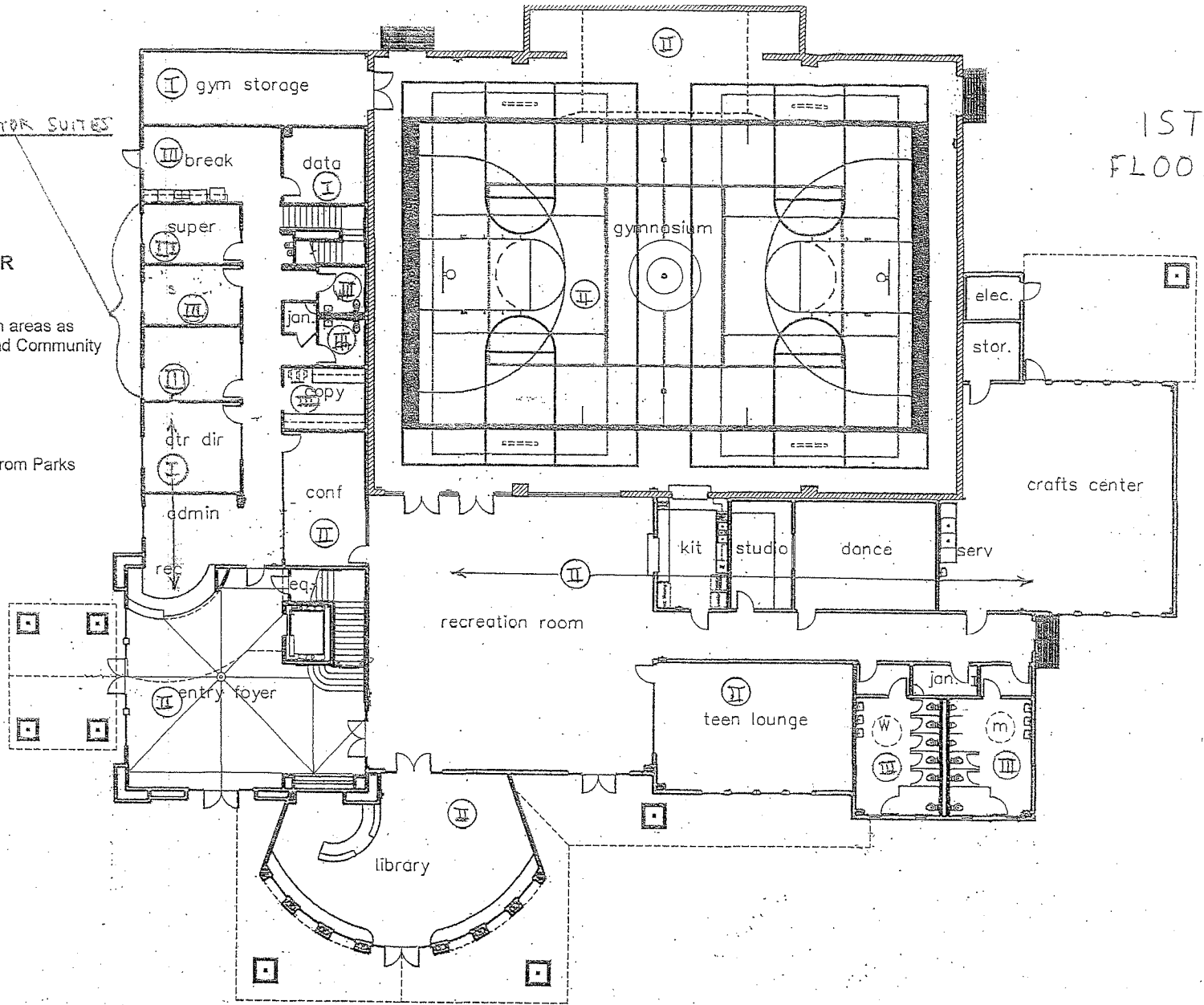
**ATTACHMENT B-1
CO-LOCATOR SUB AGREEMENT
USE OF COMMON AREAS 1ST FLOOR**

Co-locator agrees to abide by the terms of use for common areas as described herein and to adhere to City of Madera Parks and Community Services procedures for communication and scheduling.

- I Restricted use, City Staff only.
- II Use permitted with pre-approval and scheduling from Parks and Community Services Staff.
- III Unrestricted co-locator use within City guidelines.




COLOCATOR SUITES

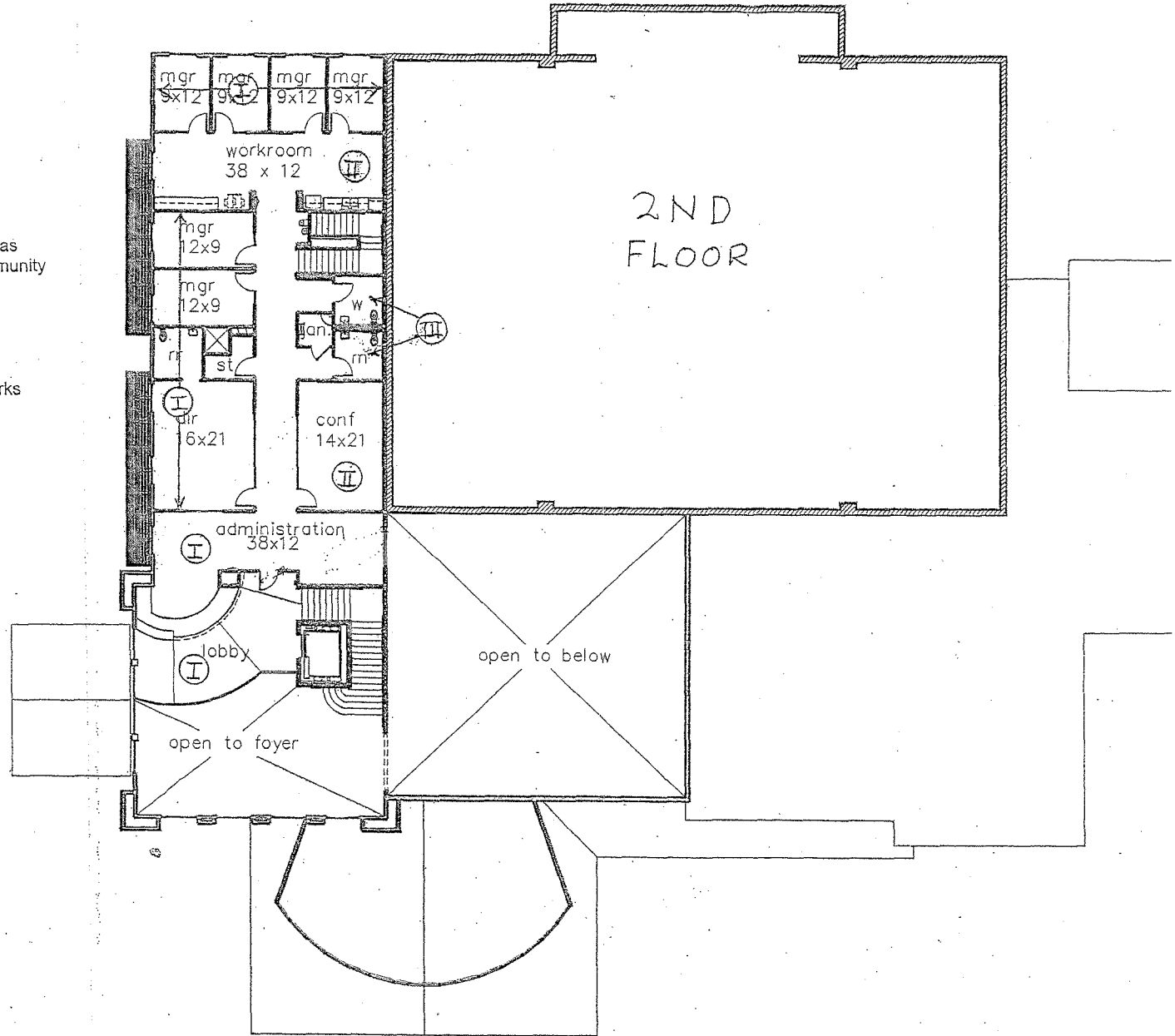
1ST FLOOR



**ATTACHMENT B-2
CO-LOCATOR SUB AGREEMENT
USE OF COMMON AREAS 2ND FLOOR**

Co-locator agrees to abide by the terms of use for common areas as described herein and to adhere to City of Madera Parks and Community Services procedures for communication and scheduling.

-  Restricted use, City Staff only.
-  Use permitted with pre-approval and scheduling from Parks and Community Services Staff.
-  Unrestricted co-locator use within City guidelines.



ATTACHMENT C

JOHN W. WELLS YOUTH CENTER OPENING/CLOSING PROCEDURES FOR CO-LOCATORS

Co-locators have no responsibility for opening procedures if they arrive at the building concurrent with, or after City staff during regular operating hours (M-F 8:00 am – 5:00 pm). Similarly co-locators have no responsibility for closing procedures if they leave the building concurrent with, or before City staff during regular operating hours.

At all other times the co-locator is responsible for the following at a minimum:

- Enter only through the lobby front-entrance door adjacent to the main parking lot.

- Deactivate the alarm immediately upon entering.

- Make sure that the entrance door remains locked to prevent unauthorized entry.

- Confine activities as much as possible to the first floor administration area.

- Do not enter into the Recreation Room or beyond without prior approval from staff.

If the co-locator is the last one to leave the administration portion of the building, they are responsible for the following:

- Ensure copy machines, and other equipment is turned off.

- Make sure that all interior doors in the administration area are closed.

- Make sure that all exterior doors are locked.

- Activate the alarm immediately before exiting.



City of Madera

Parks & Community Services

701 E. 5th Street, Madera, CA 93638 * (559) 661-5495



Facility Use and Reservation Policy

CITY OF MADERA
FACILITY USE & RESERVATION POLICY

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CITY OF MADERA

Facilities Use and Reservation Policy

Reservation applications may be obtained from the Madera Parks & Community Services Department,
701 East 5th Street, Madera, Ca 93638

For further information call 661-5495 or go to the City's Website at: www.cityofmadera.org

I. INTRODUCTION & FACILITIES

The Madera Parks & Community Services Department has an deal facility for your special events. The Pan-American Community Center and the Frank A. Bergon Senior Center accommodate larger groups and have been the sites of many wedding receptions, anniversary parties, birthday parties and other festive functions. The Westside Activity Center and Rotary Youth Hut offer a more intimate setting for smaller gatherings and meetings.

Pan-American Community Center 3

703 E. Sherwood Way

Madera, Ca. 93638

661-2095 – Pan American Community Center

661-5495 – Reservations / Information

Multipurpose Room – 350 Maximum Capacity

Warming Kitchen, Stage, Dance Floor.

Senior Room – 90 Maximum Capacity

Warming Kitchen

Frank A. Bergon Senior Center

238 S. "D" Street

Madera, Ca. 93638

661-4293 – Frank Bergon Center

661-5495 – Reservations / Information

111 – Maximum Capacity

Warming Kitchen

Westside Activity Center

1124 W. Yosemite

Madera, Ca. 93637

673-0873 – Westside Activity Center

661-5495 – Reservations / Information

50 – Maximum Capacity

Rotary Youth Hut

113 S. "Q" Street

Madera, Ca. 93637

661-5495 – Reservations / Information

50 – Maximum Capacity

II. FACILITY USE AND RESERVATION POLICIES

A. Administrative Responsibility

The Madera Parks & Community Services Department approves and administers the rental of the Pan -American Community Center, Frank Bergon Senior Center, Westside Activity Center and the Rotary Youth Hut in accordance with the general policy set forth.

B. Facility Availability/Fees

Rental hours for City of Madera facilities are as follows:

B-1 Pan-American Community Center

703 E. Sherwood Way, Madera, CA 93638
675-2095 – Pan-American Community Center
661-5495 – Reservations/Information

Saturday & Sunday 10:30 a.m. – 1:00 a.m.

Monday – Friday By arrangement, if hours do not conflict with City of Madera operated programs.

Amenities: Multipurpose Room/Gym, dance floor, patio available with rental of the Multipurpose Room/Gym, kitchen (warming only), restrooms, barbecue, horseshoe pit, electrical outlets, tables, chairs, parking.

Multipurpose Room: Seating 350 Maximum Capacity

General Public	Hourly Rate	All Day Rate
Facility use without kitchen	\$110 (4 hr. min.)	\$670
Kitchen		\$134
Alcohol Surcharge (non refundable)		\$ 25
Dance Floor Setup		\$ 60
Cleaning/Security Deposit (non alcohol)		\$150
Cleaning/Security Deposit (alcohol)		\$200
Administrative Fee (non refundable)		\$ 26.75
Non Profit Organization		
Facility use without kitchen	\$87 (4 hr. min.)	\$535
Kitchen		\$134
Alcohol Surcharge (non refundable)		\$ 25
Dance Floor Setup		\$ 60
Cleaning/Security Deposit (non alcohol)		\$150
Cleaning/Security Deposit (alcohol)		\$200
Administrative Fee (non refundable)		\$ 26.75

Senior Room: Seating 90 Maximum Capacity

General Public	Hourly Rate	All Day Rate
Facility use without kitchen	\$47 (4 hr. min.)	\$294
Kitchen		\$ 40
Alcohol Surcharge (non refundable)		\$ 58
Cleaning/Security Deposit (non alcohol)		\$150
Cleaning/Security Deposit (alcohol)		\$200
Administrative Fee (non refundable)		\$ 26.75

Non Profit Organization

Facility use without kitchen	\$33 (4 hr. min.)	\$220
Kitchen		\$ 40
Alcohol Surcharge (non refundable)		\$ 58
Cleaning/Security Deposit (non alcohol)		\$150
Cleaning/Security Deposit (alcohol)		\$200
Administrative Fee (non refundable)		\$ 26.75

Requirements when alcohol is present at the Pan-American Community Center:

- **1 bonded security guard for every 50 people.**
- **Liability insurance in the amount of \$1,000,000 (1 million) with the City of Madera, 1030 South Gateway Drive, Madera, CA 93637, as additionally insured.**

B-2 **Frank Bergon Senior Center**
 238 South D Street
 Madera, CA 93638
 673-4293 – Frank Bergon Senior Center
 661-5495 – Reservations/Information

1 st & 3 rd Friday	3:00 p.m. – 1:00 a.m.
Monday, Tuesday, Thursday	6:00 p.m. – 1:00 a.m.
Saturdays	4:00 p.m. – 1:00 a.m.

Amenities: warming kitchen, tables, chairs, electrical outlets, restrooms, parking.

Multipurpose Room: Maximum Capacity Banquet 100, Assembly 220

General Public	Hourly Rate	All Day Rate
Facility use without kitchen	\$47 (3 hr. min.)	\$294
Kitchen		\$ 40
Alcohol Surcharge (non refundable)		\$ 25
Cleaning/Security Deposit (non alcohol)		\$ 50
Cleaning/Security Deposit (alcohol)		\$100
Administrative Fee (non refundable)		\$ 26.75

Non Profit Organization	Hourly Rate	All Day Rate
Facility use without kitchen	\$33 (3 hr. min.)	\$220
Kitchen		\$ 40
Alcohol Surcharge (non refundable)		\$ 25
Cleaning/Security Deposit (non alcohol)		\$ 50
Cleaning/Security Deposit (alcohol)		\$100
Administrative Fee (non refundable)		\$ 26.75

Requirements when alcohol is present at the Frank Bergon Senior Center:

- **1 bonded security guard for every 50 people.**
- **Liability insurance in the amount of \$1,000,000 (1 million) with the City of Madera, 1030 South Gateway Drive, Madera, CA 93637, as additionally insured.**

B-3 **Westside Activity Center** – Maximum Capacity 50
 1124 West Yosemite
 Madera, CA 93637
 673-0873 – Westside Activity Center
 661-5495 – Reservations/Information

Monday – Sunday 10:30 a.m. – 1:00 a.m.

Amenities: electrical outlets, tables, chairs, restrooms, parking.

General Public	Hourly Rate	All Day Rate
Facility use	\$27 (3 hr. min.)	\$100
Cleaning/Security Deposit		\$ 50
Administrative Fee (non refundable)		\$ 26.75

Non Profit Organization	Hourly Rate	All Day Rate
Facility use	\$20 (3hr. min.)	\$ 80
Cleaning/Security Deposit		\$ 50
Administrative Fee (non refundable)		\$ 26.75

B-4 **Rotary Youth Hut** – Maximum Capacity 50
 113 South Q Street
 Madera, CA 93637
 661-5495 – Reservations/Information

Monday – Sunday 10:30 a.m. – 1:00 a.m.

Amenities: electrical outlets, tables, chairs, restrooms, parking.

General Public	Hourly Rate	All Day Rate
Facility use	\$27 (3 hr. min.)	\$100
Cleaning/Security Deposit		\$ 50
Administrative Fee (non refundable)		\$ 26.75

Non Profit Organization	Hourly Rate	All Day Rate
Facility use	\$20 (3hr. min.)	\$ 80
Cleaning/Security Deposit		\$ 50
Administrative Fee (non refundable)		\$ 26.75

Days and hours are subject to change at all facilities.

C. Facility Rental Hours

- There is a 4-hour minimum at the Pan-American Community Center and the Frank Bergon Senior Center.
- All of the hours reserved must be continuous.
- Rental of more than one day must close between 1:00 a.m. and 10:30 a.m.
- No events can be extended past 1:00 a.m.
- Renter or designee must be present during all hours of scheduled event.
- Participants must adhere to hours on application.
- Reservation hours must include set-up and clean-up time.
- Clean-up of facility must be completed by ending time on reservation. (No exceptions)
- Delivery of supplies and/or equipment will not be accepted at facilities prior to indicated set-up time.
- All individuals associated with the event must vacate the facility by the indicated ending time.
- To adjust hours for an event, the Parks & Community Services office should be contacted immediately. The City of Madera reserves the right to deny any changes.
- **Facilities are not available for rental on the following holidays: January 1st, July 4th, Thanksgiving Day and the day after Thanksgiving, December 24th, December 25th and December 31st.**
- **City facilities are closed on observed holidays.**

D. Responsibilities of the Renters

- Renter is responsible for conduct of all participants, supervision of minors, damages and all fees due.
- Participants must agree to fully and promptly obey any and all lawful orders given by the Police Department, Fire Department and/or staff of the Parks & Community Services Department.
- If police assistance is required, the event could be closed immediately, and the deposit will be forfeited.

E. Insurance

- **Insurance is required for events serving alcohol and/or open to the public.**
- Certificate of Insurance and an Endorsement in the amount of \$1,000,000 (1 million) listing the City of Madera as additionally insured must be submitted to City of Madera **30 days** prior to event.

- If alcohol is to be sold, proof of insurance must contain liquor liability and must be satisfactory to the City of Madera. Also, if alcohol is to be sold a one-day liquor license must be obtained from the State Alcoholic Beverage Control office.

F. Security

- Event security may be required at any event, whether or not alcohol is served.
- One security guard per 50 people is required when alcohol is present or any event is open to the public.
- The cost of security will be paid by the renter.
- Any security company licensed and bonded by the State of California is acceptable.
- Security guards must be at the event the **entire** time guests are present.
- Security guards must be in uniform and are responsible for patrolling both the inside and outside of premises and must control all problems.
- Facility Aide has the authority to require extra security for the event.
- If required to have security present at event, renter must provide **proof of an agreement with licensed security firm at least 30 days prior to event.**

G. Alcohol Beverages

The Madera Police Department may check on events when alcohol is being served.

- If there is alcohol being served, SERVICE OF ALCOHOL MUST END ONE (1) HOUR before the end of the event.
- All groups selling alcoholic beverages must conform to all State Alcoholic Beverage rules and regulations and must obtain any and all permits required by the State Department of Alcoholic Beverages Control.
- Copies of all State Department of Alcoholic Beverage Control permits must be submitted to the City of Madera.

H. Smoking is NOT allowed.

- Smoking is prohibited in all City owned facilities. (Ord. 586)

I. Ongoing Facility Use

- Requests for ongoing facility use will be considered on a case-by-case basis.
- If ongoing use is approved, one (1) security deposit will be held on account with the City of Madera for renters with regularly scheduled events.

J. Parking

- Parking regulations must be followed at all times.

K. Failure to Comply

- Failure to comply with policies, terms and conditions will result in forfeiture of deposit possible refusal to rent in the future.

L. Permit Revocation

- The City of Madera reserves the right to revoke the reservation at any time for any reason the City deems necessary, including: failure to observe any rules, regulations or ordinances of the City of Madera; fights, vandalism, or improper conduct; advertising an event before approval of application; exceeding building capacity; giving incomplete or incorrect information regarding the nature of event or number in attendance; or not being in possession of permit and/or licenses.
- If event is canceled for such reasons, no refund of fees and/or deposit will be given.
- The City of Madera reserves the right to revoke the reservation when facility is needed for emergency or City purposes, in which case all fees and deposit monies will be returned.

M. Appeals, Suspension of Rules:

- The use of facilities is administered by the Madera Parks & Community Services Department. The Department may, for good cause, suspend the rules contained herein and/or develop additional ruled governing use. In the interest of all parties, it is the intent of the City that appeals of administrative decisions be resolved at the lowest possible level. In the event of an appeal of an administrative decision regarding use or policy, the appeal shall be filed in writing, clearly stating the reasons for the appeal, and shall be processed by the following City staff in the order indicated until resolved:
 1. Recreation Program Manager
 2. Parks & Community Services Director
 3. City Administrator
- No appeal will be valid until it has been submitted and considered in the above-listed order.

II. TERMS AND CONDITIONS OF USE

A. Reservation Procedures

Reservations must be made in person at the City of Madera Parks & Community Services office, 1030 South Gateway Drive, Madera, CA 93637. Telephone reservations are not accepted.

- Reservations may be made up to one (1) year in advance.
- Prior approval must be obtained for reservations made less than 30 days from event. All fees are due at time of reservation.
- Full deposit is due at time of reservation.
- Application is not approved until signed by appropriate Parks & Community Services Department staff.
- Approval of application and reservation will be considered only upon completion of application, payment of rental/deposit fees, certificate of insurance, proof of security (if required).

B. Kitchen

- Kitchen rentals are for warming and set-up only. No cooking allowed.
- All supplies must be provided by the renter or caterer.
- City of Madera is not responsible for loss or damage.

C. Decorations

- All set-up and take-down of decorations are the responsibility of the renter. NO staples, tacks or nails allowed.
- Helium balloons must be anchored and removed after event.
- Use of lit candles must be pre-approved.
- Some decorations may require fireproofing.

D. Custodial

- Applicants **must leave all areas of the facility uses in as** clean a condition as they were found, including the kitchen.
- If extra cleaning by our custodial staff is needed, funds will be taken from security deposit.
- If extra cleaning exceeds security deposit, the renter will be billed the balance.

E. Facility Aide

- A City of Madera Facility Aide will be on duty during events serving alcohol. The Facility Aide is authorized to close an event for failure to comply with the Facility Use and Reservation Policy.
- In the event of concerns regarding the facility during the time of rental, a pager number of the scheduled Facility Aide will be provided to renter.

F. Use of Equipment

- City of Madera equipment is subject to availability.
- Equipment available at no extra charge includes available tables and chairs.
- No equipment will be loaned or removed from City of Madera facilities.
- All equipment is to set up by renter. This includes set-up and takedown of tables and chairs.
- Facility Aide will set-up dance floor, if rented.

G. Amplified Sound

- Use of amplified sound is subject to noise ordinance restrictions. (Ord. 622)
- Sound must be turned down at the request of the Facility Aide, failure to comply may result in the closing of the event.

III. Group Classification

A. Non-Profit Organizations

Local non-profit organizations are organizations, which have an IRS Code 501(c) determination letter; and Government agencies fall under this classification for the purpose of determining rates and fees.

B. General Public

Private events that are arranged by individuals, families, and businesses. Includes agencies and organizations that do not have Non-Profit status.

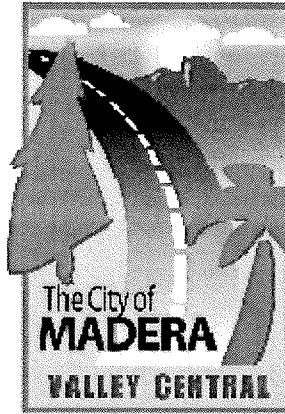
Youth Sports Organizations will have access to West Side Activity Center or Youth Hut for Youth Program Meetings.

Youth Sports Organizations will include Madera Little League, Madera Bobby Sox and Madera Youth Soccer.

The following groups are exempt from the Fee Schedule:

- a. Groups or events co-sponsored by the City of Madera Parks & Community Services Department.
- b. Madera Unified School District except at the Millview Community Center and Municipal Swim Pool.
- c. Pan-American Club's use of the Pan-American Community Center and Park.

Facility Use & Reservation Policy – Adopted by Madera City Council on July 1, 2003, Resolution No. 03-153.
Revised fee changes effective July 1, 2009 (Resolution 09-157)



John W. Wells Youth Center
 701 E. 5th St
 Madera, CA 93638
 (559) 661-5495

Participant Information:

Name _____ D.O.B. ___/___/___
 Home Address _____ City _____
 Home # () _____ Cell # () _____
 Email _____

Parent/Guardian Information:

Name _____
 Address (if different) _____ City _____
 Home # () _____ Cell # () _____

Emergency Contacts (other than Parent/Guardian):

Name _____ Phone # () _____
 Name _____ Phone # () _____

Medical Condition and/or Information:

Demographic Information:

Age: _____ Gender: ___ Female ___ Male
 Ethnicity: ___ Hispanic ___ African American ___ Caucasian ___ Other (_____)
 School: _____ Grade: _____

**AGREEMENT, WAIVER AND RELEASE
Assumption of Risk for Recreational Program**

In consideration the City of Madera Youth Center allowing me to participate in the drop-in after school program at the Madera Youth Center. I hereby agree to comply with any and all regulations of the Youth Center, including but not limited to the Behavior and Discipline Plan as they now exist or as they may be added or amended form time to time.

_____ Youth participant initial

_____ Parent/guardian initial

I hereby waive, release and discharge any and all claims for damages, personal injury, death or personal property damages, which may have, or which may hereafter accrue as a result of my participation at the Youth Center. This release includes any transportation to and from such program, even though that liability may arise out of negligence or careless on the part of the City of Madera, its employees and/or other service provider partners. It is understood that this program involves an inherent element of risk and danger of accidents or injury and knowing those risks, I hereby voluntarily assume those risks and state that I am physically able to participate in such program. I indemnify and hold harmless the City of Madera, its employees and outside service providers from any liability, loss, damage, cost or expense which they may incur as a result of personal injury and/or any property damage arising or alleged to arise form my participation in such program.

_____ Youth participant initial

_____ Parent/guardian initial

I hereby consent to and grant the City of Madera the right to use my name, voice, signature, photograph, or likeness for any lawful purpose including that encompassed by California Civil Code § 3344. I understand that the City of Madera may, at its discretion, photograph me and/or make recordings of my voice, and/or reproduce my physical likeness as it may appear in any still camera photograph, motion picture, film or video tape and/or recordings of my voice prepared or made while participating in the Youth Center recreational activities for use in connection with any exhibition, promotional program, advertisement and broadcast, as promotional material for the City of Madera. My name, voice, signature, photograph, or likeness may be used or incorporated for an unlimited period of time. I further understand and acknowledge that I have no right to any compensation for the use of my name, voice, signature, photograph, or likeness.

_____ Youth participant initial

_____ Parent/guardian initial

Using the City of Madera, Youth Center’s computer network, resources and media room technology, including but not limited to Direct TV, DVD player and gaming system is a privilege and not a right. As a user of the Youth Center technology, I will accept full responsibility for my use. Misuse can come in many forms, including the use of MySpace, You Tube, sending or receiving obscene or inappropriate material or language, and other issues that may arise.

_____ Youth participant initial

_____ Parent/guardian initial

I hereby agree to and grant the City of Madera the right to collect monetary compensation for personal and/or property damages that have or may arise directly or indirectly as a result from my carelessness, inappropriate use and/or neglect in my participation in Youth Center programs/activities.

_____ Youth participant initial

_____ Parent/guardian initial

I have read the Youth Center Behavior Standard and Discipline Plan and fully understand its content. Furthermore, the significance of this release of liability and assumption of risk agreement has been explained to the minor.

Participant printed Name: _____

Signature: _____

Parent/Guardian printed Name: _____

Signature: _____

Behavior Standards

Assault/ Battery upon any City of Madera employee- It is not permissible to commit assault or battery upon others while at the Youth Center. Police will be notified and all applicable state and federal laws will be enforced.

Assault, Sexual/Battery- It is not permissible to commit sexual assault or battery upon others while at the Youth Center. The Madera Police Department will be notified and all applicable state and federal laws will be enforced.

Bicycles- The City of Madera assumes no responsibility for thefts and vandalism.

Defiance, Refusal to Obey Authority, Swearing or Profanity- Participants are expected to follow the instruction of Youth Center Staff. If a participant disobeys any City of Madera employee either by action or word, he/she will be considered defiant. Severe defiance will result in suspension.

Extortion, Blackmail- Youth Center administrators will recommend participants expulsion for extortion, robbery or blackmail.

False information- Participants are to properly identify themselves to all City of Madera staff. Participants are not to forge signatures nor falsify any information concerning the Youth Center. Providing false information may result in suspension from the Youth Center.

Fighting/Injury is prohibited- Participants are to use staff and administrators to discuss problems they are having with other participants. If a fight occurs, all participants, including bystanders who provoke and encourage such behavior will be subject to suspension. Expulsion will be recommended.

Firecrackers or Other Explosives- State law prohibits the possession and use of firecrackers and other explosives.

Gambling- Any form of gambling will not be tolerated.

Gang Related- Wearing, carrying, or physically displaying gang paraphernalia or making gestures that symbolize gang membership is prohibited. Engaging in an activity that is gang related is prohibited.

Harassment / Threats/ Hate Crime- It is not permissible to harass others while at the Youth Center. The Madera Police Department will be notified and all applicable state and federal laws will be enforced.

Hazing- It is against the law (EC 32051) for a participant to engage in any hazing activity or threaten to engage in any activity or is likely to cause bodily harm or personal degradation to another participant. Threats or other forms of hazing should immediately be reported to staff.

Illegal substance, Drugs and Alcohol- Use of or possession of any illegal substance at the Youth Center, or at any city sponsored activity is grounds for immediate suspension or expulsion.

Serious injury, Attempting to Cause- If a participant attempts to cause serious injury to another person they will be recommended for expulsion. Police will be notified and all applicable state and federal laws will be enforced.

Interpersonal relationship- Inappropriate/ Excessive contact between participants is not acceptable.

Substances, Tobacco or Smoking- Permanent felt pens; aerosol spray cans of any type, glue, white out, tobacco or cigarettes, lighters or matches are not to be brought to the Youth Center and grounds for suspension.

Theft- Theft is a serious violation of the law and will be dealt with severely. Participants are discouraged from bringing large amounts of money or valuable items to the Youth Center.

Vandalism- Damaging city property or the property of others will not be tolerated. Parents will be liable to pay for damages.


Weapons, Dangerous- State law requires it to be recommended that a participant be expelled for possession of any fire arm, knife, explosive or any other dangerous object at the Youth Center on or off grounds.

Discipline Guidelines

Violation	First Offense	Second Offense	Third Offense
Assault/Battery – Assault/Battery upon any City of Madera employee	Parent Notification Police Notification Mandatory Expulsion		
Threats – Threats against City of Madera Personnel	Parent Notification Police Notification Possible Expulsion	Parent Notification Police Notification Mandatory Expulsion	
Assault/Battery – Sexual Assault/Battery	Parent Notification Police Notification Mandatory Expulsion		
Defiance – Disruption, Defiance, Disrespect, Swearing, Use of Profanity	Warning	Parent Notification Up to 3 days Suspension	Parent Notification Up to 5 days Suspension
Dress Code Violation- Wearing clothes that are considered inappropriate by supervisory staff	Change clothes	Change clothes Parent Notification Up to 3 days Suspension	Change clothes Parent Notification Up to 5 days Suspension
Gang Related – Display of symbols, clothing, etc.	Change clothing or Removal of Gang Related Articles	Same as First Offense Possible Suspension	Same as First Offense Possible Suspension
Extortion/Robbery	Parent Notification Police Notification Possible Expulsion	Parent Notification Police Notification Recommended Expulsion	Parent Notification Police Notification Recommended Expulsion
False Information – Deception/Forgery	Parent Notification Possible Suspension	Parent Notification Up to 5 days Suspension	Parent Notification Up 10 days Suspension
Fighting/Serious Injury- Attempting to cause and/or caused injury	Parents Notification Up to 30 Days suspension Police Notification	Parents Notification Police Notification Mandatory Expulsion	
Harassment, Hate Crimes or Sexual	Parents Notification Police Notification Up to 30 Days Suspension	Parent Notification Police Notification Mandatory Expulsion	
Controlled Substance (including alcohol and tobacco) – Under the influence of	Parents Notification Police Notification Required to attend NA (3x) Up to 5 Days Suspension	Parent Notification Police Notification Required to attend NA (8x) Recommended Expulsion	Parent Notification Police Notification Mandatory Expulsion
Controlled Substances (including alcohol and tobacco) - Possession/Sale	Parent Notification Police Notification Recommended Expulsion	Parent Notification Police Notification Mandatory Expulsion	
Theft	Parents Notification Police Notification Up to 10 Days Suspension	Parent Notification Police Notification Mandatory Expulsion	
Vandalism or Property Destruction	Parents Notification Police Notification Possible Suspension	Parent Notification Police Notification Mandatory Expulsion	
Dangerous Weapons – Possess, Sell, Furnish a Firearm or Brandish a Knife	Parent Notification Police Notification Expulsion		



REPORT TO CITY COUNCIL

Approved by:  Council Meeting of: September 7, 2016
Grants Administrator Agenda Item: B-11


For City Administrator

SUBJECT: CONSIDERATION OF A RESOLUTION RATIFYING AND APPROVING AN AGREEMENT WITH MADERA COUNTY TO PROVIDE DIAL-A-RIDE TRANSIT SERVICES TO COUNTY RESIDENTS FOR FISCAL YEAR 2016-17 AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY

RECOMMENDATION:

Staff recommends that Council adopt a resolution ratifying and approving an agreement with Madera County for operation of the Dial-A-Ride transit system in the County area and authorizing the Mayor to execute the Agreement on behalf of the City. The term of the agreement begins on July 1, 2016, therefore Council ratification of the agreement is necessary in addition to approval.

DISCUSSION

The City has operated a demand-response, curb-to-curb, general public Dial-A-Ride (DAR) system in conjunction with the County of Madera for a number of years. The proposed agreement for FY 16-17 includes a map (*Attachment A*) to illustrate the area of DAR service in our region; and the original contract with First Transit, Inc., operator of City of Madera transit services. (*Attachment B*)

The County's share of costs is based on passenger miles in the County area relative to total Dial-A-Ride passenger miles. Historically, this share has been 64.1%, which is the factor used in the "Compensation Formula" of the proposed agreement. (*See Attachment C Compensation Formula*) Given that our residents have come to rely on the service to reach destinations throughout the county area, the County has agreed to compensate the City for travel within its boundaries.

Staff urges Council to adopt the attached resolution which will continue existing DAR services in the county and authorizes the Mayor to execute the agreement for FY 16-17.

FISCAL IMPACT:

This agreement does not impact the City's General Fund as all transit activities occur in their respective funds, which solely rely on a combination of grants and local transportation revenues. The estimated cost to the County is \$601,418 and will be reflected as revenue in the City's DAR budget.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Adoption of the resolution approving the FY 16-17 Dial-A-Ride Agreement between the City and County is consistent with Strategy 121 of the City of Madera Vision 2025 Plan:

Multi-Modal Transportation: Strategy 121 – Develop a city-wide multi-modal transportation plan to ensure safe, affordable and convenient transportation modes for residents and businesses within Madera.

RESOLUTION No. 16-_____

**A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, RATIFYING AND APPROVING THE ONE YEAR FY2016-17
AGREEMENT WITH THE COUNTY OF MADERA FOR DIAL-A-RIDE
SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE THE
AGREEMENT ON BEHALF OF THE CITY**

WHEREAS, the City of Madera (City) provides Dial-A-Ride transit services for City residents; and

WHEREAS, the County of Madera (County) wishes to contract with the City to provide Dial-A-Ride services to County residents within the designated Dial-A-Ride County service area; and

WHEREAS, the City and County have agreed to share the cost to provide transit services based on County passenger miles in relationship to total passenger miles.

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

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

MADERA COUNTY CONTRACT NO. _____
(City of Madera Dial-A-Ride Agreement with County of Madera)

THIS AGREEMENT is made and entered into this _____ day of _____, 2016, by and between the CITY OF MADERA, a municipal corporation, hereinafter "CITY," and COUNTY OF MADERA, hereinafter "COUNTY."

AGREEMENT

1. **PURPOSE.** CITY agrees to provide Dial-A-Ride (DAR Program) transportation services by contracting with a transportation operator, hereinafter referred to as "CONTRACTOR" within a specified area of Madera County and generally adjacent to the CITY limits.

2. **SERVICE AREA.** The service area, as shown in Attachment A, is generally bounded by Avenue 12 and Road 30 ½ on the South/East, and Avenue 19 and Road 23 on the North/West. The service area may be adjusted upon request by COUNTY. Such an adjustment of service may require an increase of COUNTY's financial obligation as referenced in Section 5 and 6 below.

3. **SERVICES PROVIDED.** CITY will contract, manage, monitor, and provide necessary financial services regarding the implementation of the DAR Program. The scope and conditions of operation of the DAR Program are set forth in the contract between the CITY and CONTRACTOR, as shown in Attachment B, which is incorporated as a part of this Agreement. All provisions of service schedules and assurances provided to the CITY in the above referenced Attachment B are extended to the COUNTY in the above-referenced Service Area. Further, all federal and State policies, procedures,

certifications and assurances required of CITY are extended to COUNTY in providing services in the referenced Service Area.

4. **CONTRACT TERM.** This Agreement will be for a one (1) year period, July 1, 2016 through June 30, 2017.

5. **FINANCIAL OBLIGATION.** Compensation to CITY for service to COUNTY residents shall be based on a compensation formula, as reflected in Attachment C, attached hereto. COUNTY shall reimburse CITY up to a total of six-hundred one-thousand four-hundred eighteen dollars (\$601,418) less a Federal Transit Administration (FTA) Section 5307 population credit of three-hundred thousand seven-hundred ten dollars (\$300,710) for Fiscal Year 2016/17 DAR service. COUNTY will maintain its percentage ownership in any shared vehicle purchases that should occur during the fiscal year.

CITY and COUNTY may renegotiate an adjustment in the agreed upon COUNTY compensation formula during the fiscal year, if it is determined that a significant change in the allocation of DAR resources has occurred.

6. **FEDERAL EXCISE TAX.** If eligible, CITY will make application for Federal Excise Gas Tax refund. If applicable, CITY will reimburse COUNTY an amount equal to the COUNTY's percentage of the State Gas Tax Refund.

7. **COUNTY'S RIGHTS.** Prior to implementation of any significant change in service, fares, or similar operational concerns, CITY and COUNTY will attempt to reach an agreement regarding same.

8. **PAYMENT SCHEDULE.** Payment to CITY by COUNTY for its share of DAR operating costs will be paid in four (4) quarterly payments per CITY billing based on actual

expenditures. Upon payment by CITY for any capital equipment costs, CITY will bill COUNTY's share of capital equipment costs to COUNTY.

9. **PAYMENT PROCEDURES**. CITY will be reimbursed for actual monthly DAR operating costs from COUNTY through the Madera County Transportation Commission (MCTC) Transportation Development Act (TDA) claims process. Each quarter, the CITY will be responsible for preparing a Local Transportation Fund (LTF) and/or State Transportation Assistance (STA) fund claim for the COUNTY's share of operating costs for submittal to the MCTC. Quarterly TDA billing for COUNTY's share of operating costs shall be consistent with the "Local Match" amounts payable by the COUNTY as shown in Attachment C. CITY claims will be based upon actual costs with equal amounts credited against COUNTY FTA non-cash population credit and cash reimbursements. CITY will be responsible for forwarding a copy of the completed TDA claims to the COUNTY. COUNTY's share of capital equipment TDA costs will be billed upon CITY payment to the vendor for capital equipment as agreed to in this contract and as shown in Attachment C.

10. **COUNTY FEDERAL TRANSIT ADMINISTRATION (FTA) SECTION 5307 URBANIZED AREA FUNDS**. Beginning in FY2002/03, Madera County became eligible to receive FTA Section 5307 (Title 49 United States Code Section 5307) funds. COUNTY agrees to allow CITY to submit applications for and claim appropriate FTA operating and capital Section 5307 funds on behalf of COUNTY for reimbursement of COUNTY FY2016/17 DAR services. Billing for COUNTY's share of FTA 5307 operating and capital funds shall be consistent with the expenditure of "5307 Funds" as shown on Attachment C.

11. **INTEGRATION**. This Agreement, together with Attachments A, B, and C, represents the entire and integrated agreement between COUNTY and CITY and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a subsequent written agreement signed by both parties. In the event of a conflict between this Agreement and any attachment(s) or exhibit(s) hereto, this Agreement shall be controlling.

12. **INSURANCE**. CITY shall cause CONTRACTOR to provide proof of insurance in the amount of not less than Five Million Dollars (\$5,000,000) to COUNTY's Risk Manager. Alternatively, CITY shall provide at its own expense, and maintain at all times during the term of this Agreement, general liability insurance in the amount of Five Million Dollars (\$5,000,000) with insurance companies licensed in the State of California and acceptable to COUNTY's Risk Manager. Such insurance policies shall name COUNTY, its officers, agents, employees and volunteers as additionally insured. Proof of insurance shall be provided to COUNTY in writing at the address of:

COUNTY OF MADERA
Attention: Risk Manager
200 West Fourth Street
Madera, CA 93637

13. **INDEMNIFICATION**. CITY shall defend, hold harmless, and indemnify COUNTY and its officers, agents, and employees from all liabilities and claims for damages or injury to persons or property, including without limitation, all consequential damages, from any cause whatsoever arising from or connected with the operations or services of CITY hereunder resulting from the conduct, negligent, or otherwise, of CITY, its agents or employees.

COUNTY shall defend, hold harmless, and indemnify CITY and its officers, agents, and employees from all liabilities and claims for damages or injury to persons or property, including without limitation, all consequential damages, from any cause whatsoever arising from or connected with the actions of COUNTY hereunder resulting from the conduct, negligent, or otherwise, of COUNTY, its agents or employees.

14. **DISPUTES AND REMEDIES.** Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between COUNTY and the CITY arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the COUNTY is located. No action or failure to act by the COUNTY or CITY shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed in writing.

15. **TERMINATION.**

Right to Termination

A. Without Cause: COUNTY will have the right to terminate this Agreement without cause by giving thirty (30) days prior written notice of intention to terminate pursuant to this provision, specifying the date of termination. COUNTY will pay to the CITY the compensation earned for work performed by CITY and not previously paid for to the date of termination. COUNTY will not pay lost anticipated profits or other economic loss. The payment of such compensation is subject to the restrictions on payment of compensation otherwise provided in this AGREEMENT, and is conditioned upon receipt

from CITY of any and all plans, specifications and estimates, and other documents prepared by CITY in accordance with this AGREEMENT. No sanctions will be imposed.

B. With Cause: This AGREEMENT may be terminated by either party should the other party:

- (1) Be adjudged as bankrupt, or
- (2) Become insolvent or have a receiver appointed, or
- (3) Make a general assignment for the benefit of creditors, or
- (4) Suffer any judgment which remains unsatisfied for thirty (30) days, and which would substantively impair the ability of the judgment debtor to perform under this AGREEMENT, or
- (5) Materially breach this AGREEMENT.

For any of the occurrences except item (5), termination may be effected upon written notice by the terminating party specifying the date of the termination. Upon a material breach, the AGREEMENT may be terminated following the failure of the defaulting party to remedy the breach to the satisfaction of the non-defaulting party within five (5) days of written notice specifying the breach. If the breach is not remedied within that five (5) day period, the non-defaulting party may terminate the AGREEMENT on further written notice specifying the date of termination. If the nature of the breach is such that it cannot be cured within a five (5) day period, the defaulting party may submit a written proposal within that period which sets forth a specific means to resolve the default. If the non-defaulting party consents to that proposal in writing, which consent shall not be unreasonably withheld, the defaulting party shall immediately embark on its plan to cure. If the default is not cured within the time agreed, the non-defaulting party may terminate upon written

notice specifying the date of termination. COUNTY will pay to the CITY the compensation earned for work performed and not previously paid for to the date of termination. COUNTY will not pay lost anticipated profits or other economic loss, nor will the COUNTY pay compensation or make reimbursement to cure a breach arising out of or resulting from such termination. If the expense of finishing the CITY'S scope of work exceeds the unpaid balance of the AGREEMENT, the CITY must pay the difference to the COUNTY. The payment of such compensation is subject to the restrictions on payment of compensation otherwise provided in this AGREEMENT, and is conditional upon receipt from the CITY of any and all plans, specifications and estimates, and other documents prepared by the CITY by the date of termination in accordance with this AGREEMENT. Sanctions taken will be possible rejection of future proposals based on specific causes on non performance.

C. Effects of Termination: Expiration or termination of this AGREEMENT shall not terminate any obligations to indemnify, to maintain and make available any records pertaining to the AGREEMENT, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities. Where CITY'S services have been terminated by the COUNTY, said termination will not affect any rights of the COUNTY to recover damages against the CITY.

D. Suspension of Performance: Independent of any right to terminate this AGREEMENT, the authorized representative of COUNTY for which CITY'S services are to be performed, may immediately suspend performance by CITY, in whole or in part, in response to health, safety or financial emergency, or a failure or refusal by CITY to comply

with the provisions of this AGREEMENT, until such time as the cause for suspension is resolved, or a notice of termination becomes effective.

16. **COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS**. This contract is financed in part with funding received under Section 5311 of the Federal Transit Act. City shall require of CONTRACTOR by contract that all services performed by CONTRACTOR pursuant to this AGREEMENT shall be performed in accordance and full compliance with all applicable federal laws and requirements including, but not limited to requiring the CONTRACTOR to comply as follows:

DRUG AND ALCOHOL TESTING
(49 U.S.C. §5331, 49 CFR Part 655 and 49 CFR Part 40)

CONTRACTOR shall agree to establish and implement a drug and alcohol testing program that complies with 49 U.S.C. §5331 and 49 Code of Federal Regulations ("CFR") Parts 655 and 40, produce any documentation necessary to establish its compliance with Parts 655 and 40, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of State of California, or COUNTY, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 655 and 40 and review the testing process. CONTRACTOR shall further agree to certify annually its compliance with Parts 655 and 40 on or before March 15 and to submit the Management Information System (MIS) reports on or before March 15 to the Transit Coordinator. To certify compliance CONTRACTOR shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

BUY AMERICA REQUIREMENTS
(49 U.S.C. §5323(j), 49 CFR Part 661)

CONTRACTOR shall agree to comply with 49 U.S.C. §5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR Part 661.7, and include, but are not limited to, final assembly in the United States for fifteen (15) passenger vans and fifteen (15) passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are provided in §5323(j)(2)(C) and 49 CFR Part 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America Certification with all bids on FTA-funded contracts, except those subject to a general waiver. The Buy America Certification required by this provision shall contain the information and be in the format provided in Attachment 1, which is attached hereto and incorporated herein by this reference. Bids or offers that are not accompanied by a completed Buy America certification shall be rejected as non-responsive. This requirement does not apply to lower tier subcontractors.

CHARTER BUS REQUIREMENTS
(49 U.S.C. §5323(d), 49 CFR Part 604)

Charter Service Operations – CONTRACTOR shall agree to comply with 49 U.S.C. §5323(d) and 49 CFR Part 604, which provides that recipients and sub-recipients

of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR Part 604.9. Any charter service provided under one of the exceptions must be "incidental" (i.e., it must not interfere with or detract from the provision of mass transportation).

SCHOOL BUS REQUIREMENTS
(49 U.S.C. 5323(F), 49 CFR Part 605)

School Bus Operations - Pursuant to 49 U.S.C. §5323(f) and 49 CFR Part 605, recipients and sub-recipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators, unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and sub-recipients may not use federally funded equipment, vehicles, or facilities.

ENERGY CONSERVATION REQUIREMENTS
(42 U.S.C. §6321 et seq., 49 CFR Part 18)

CONTRACTOR shall agree to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

CLEAN WATER REQUIREMENTS
(33 U.S.C. §1251)

A. CONTRACTOR shall agree to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§1251 et seq. CONTRACTOR shall agree to report each violation to COUNTY and understands and agrees that COUNTY will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

B. CONTRACTOR shall also agree to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

LOBBYING
(31 U.S.C. §1352, 49 CFR Part 20)

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

FEDERAL CHANGES
(49 CFR Part 18)

CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (6) dated October, 1999) between COUNTY and FTA, as they may be amended or promulgated from time to time during the term of

this AGREEMENT. CONTRACTOR's failure to so comply shall constitute a material breach of this AGREEMENT.

CLEAN AIR

(42 U.S.C. §7401 et seq, 40 CFR Part 15.61, 49 CFR Part 18)

A. CONTRACTOR shall agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§7401 et seq. CONTRACTOR shall agree to report each violation to COUNTY and understands and agrees that COUNTY will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

B. CONTRACTOR shall also agree to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

RECYCLED PRODUCTS

(42 U.S.C. §6962, 40 CFR Part 247, Executive Order 12873)

Recovered Materials – CONTRACTOR shall agree to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. §6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

No Obligation by the Federal Government.

A. COUNTY does and CONTRACTOR shall acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying AGREEMENT, absent the express written consent

by the Federal Government, the Federal Government is not a party to this AGREEMENT and shall not be subject to any obligations or liabilities to the COUNTY, CONTRACTOR, or any other party (whether or not a party to that AGREEMENT) pertaining to any matter resulting from this AGREEMENT.

B. CONTRACTOR shall agree to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS
AND RELATED ACTS**

(31 U.S.C. §§3801 et seq., 49 CFR Part 31, 18 U.S.C. §1001, 49 U.S.C. §5307)

A. CONTRACTOR shall agree that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§3801 et seq. and United States Department of Transportation ("U.S. DOT") regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this AGREEMENT. CONTRACTOR further shall agree that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on CONTRACTOR to the extent the Federal Government deems appropriate.

B. CONTRACTOR also shall agree that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with this AGREEMENT that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. §5307, the Government reserves the right to impose the penalties of 18 U.S.C

§1001 and 49 U.S.C. §5307(n)(1) on CONTRACTOR, to the extent the Federal Government deems appropriate.

C. CONTRACTOR shall agree to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

PRIVACY ACT
(5 U.S.C. §552)

Contracts Involving Federal Privacy Act Requirements - The following requirements shall apply to CONTRACTOR and its employees that administer any system of records on behalf of the Federal Government under any contract:

A. CONTRACTOR shall agree to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. §552a. Among other things, CONTRACTOR shall agree to obtain the express consent of the Federal Government before CONTRACTOR or its employees operate a system of records on behalf of the Federal Government. CONTRACTOR shall understand that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of this AGREEMENT.

B. CONTRACTOR shall also agree to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

CIVIL RIGHTS REQUIREMENTS

(29 U.S.C. §623, 42 U.S.C. §2000, 42 U.S.C. §6102, 42 U.S.C. §§12112 and 12132, 49 U.S.C. §5332, 29 CFR Part 1630, 41 CFR Parts 60 et seq.)

The following requirements apply to this AGREEMENT:

A. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. §2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. §12132, and Federal transit law at 49 U.S.C. §5332, CONTRACTOR shall agree that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, CONTRACTOR shall agree to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

B. Equal Employment Opportunity - The following equal employment opportunity requirements apply to this AGREEMENT:

(1) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. §2000e, and Federal transit laws at 49 U.S.C. §5332, CONTRACTOR shall agree to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. §2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the performance of this AGREEMENT. CONTRACTOR shall agree to take affirmative action

to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CONTRACTOR shall agree to comply with any implementing requirements FTA may issue.

(2) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §623 and Federal transit law at 49 U.S.C. §5332, CONTRACTOR shall agree to refrain from discrimination against present and prospective employees for reason of age. In addition, CONTRACTOR shall agree to comply with any implementing requirements FTA may issue.

(3) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. §12112, CONTRACTOR shall agree that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, CONTRACTOR shall agree to comply with any implementing requirements FTA may issue.

C. CONTRACTOR shall also agree to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS
(49 U.S.C. §§5310, 5311, and 5333, 29 CFR Part 215)

A. CONTRACTOR shall agree to comply with applicable transit employee protective requirements as follows:

(1) General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, CONTRACTOR shall agree to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this AGREEMENT and to meet the employee protective requirements of 49 U.S.C. §5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on this AGREEMENT. CONTRACTOR shall agree to carry out that work in compliance with the conditions stated in that U.S. DOL letter. However, the requirements of this subsection (1), do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. §5310(a)(2), or for projects for non-urbanized areas authorized by 49 U.S.C. §5311. Alternate provisions for those projects are set forth in subsections (2) and (3c) of this clause.

(2) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. §5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If this AGREEMENT involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective

requirements of 49 U.S.C. §5333(b) are necessary or appropriate for the state and the public body sub-recipient for which work is performed on this AGREEMENT, CONTRACTOR shall agree to carry out the performance of this AGREEMENT in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. §5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. CONTRACTOR shall agree to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

(3) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. §5311 in Non-urbanized Areas - If the AGREEMENT involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. §5311, CONTRACTOR shall agree to comply with the terms and conditions of the Special Warranty for the Non-urbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

B. CONTRACTOR shall also agree to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

DISADVANTAGED BUSINESS ENTERPRISES (DBE)
(Program Availability Advisory)

A. This AGREEMENT is subject to Title 49, Part 26 of the Code of Federal Regulations (49CFR26) entitled "Participation by Disadvantaged Business Enterprises in

Department of Transportation Financial Assistance Programs.” In order to ensure the California Department of Transportation (Caltrans) achieves its federally mandated statewide overall Disadvantaged Business Enterprise (DBE) goal, the COUNTY encourages the participation of DBE’s, as defined in 49 CFR 26, in performance of AGREEMENTS financed in whole or in part with federal funds. The CONTRACTOR shall not discriminate on the basis of race, color, natural origin, or sex in the performance of this contract.

B. As required by federal law, Caltrans has established a statewide overall DBE goal. In order to ascertain whether that statewide overall DBE goal is being achieved, Caltrans is tracking DBE participation on all federally assisted contracts.

C. The COUNTY advises that it has determined that DBE’s could reasonably be expected to compete on this project and the likely DBE Availability Advisory Percentage is ten and one-half (10.5%) percent. The COUNTY also advises that participation of DBE’s in the specified percentage is not a condition of award.

D. The CONTRACTOR has agreed to carry out applicable requirements of Title 49 CFR 26, in award and administration of federally assisted Agreements. The regulations in their entirety are incorporated herein and by reference.

E. DBE and other small businesses, as defined in Title 49 CFR 26 are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. The CONTRACTOR or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in performance of this contract. The CONTRACTOR shall carry out the applicable requirements of 49 CFR, Part 26 in the award and administration of U. S. Department of Transportation assisted contracts. Failure by the CONTRACTOR

to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as recipient deems appropriate.

F. Any subcontract entered into as a result of the Agreement shall contain all the provisions of this section.

**INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS
(FTA Circular 4220.1E)**

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding AGREEMENT provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, dated June 19, 2003, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this AGREEMENT. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any COUNTY requests which would cause COUNTY to be in violation of the FTA terms and conditions.

ACCESS TO RECORDS AND REPORTS
49 U.S.C. 5325, 49 CFR 18.36 (i), 49 CFR 633.17

CONTRACTOR shall agree to provide the COUNTY, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. CONTRACTOR shall also agree, pursuant to 49 CFR 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to CONTRACTOR'S records and construction sites pertaining to a

major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

The CONTRACTOR shall agree to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The CONTRACTOR shall agree to maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case CONTRACTOR shall agree to maintain same until the COUNTY, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

A. Violation; liability for unpaid wages; liquidated damages: In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for

liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

B. Withholding for unpaid wages and liquidated damages: The AGENCY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

C. Subcontracts: The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

**GOVERNMENT-WIDE DEBARMENT AND SUSPENSION
(NONPROCUREMENT)**

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor shall be required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The contractor shall be required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the County. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

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IN WITNESS WHEREOF, the foregoing Agreement is executed on the day and year first above written.

CITY OF MADERA:

Robert L. Poythress, Mayor

ATTEST:

Sonia Alvarez, City Clerk

APPROVED AS TO LEGAL FORM:

Brent Richardson, City Attorney

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IN WITNESS WHEREOF the foregoing Agreement is executed on the date and year first above-written.

COUNTY OF MADERA

Chairman, Board of Supervisors

ATTEST:

Clerk, Board of Supervisors

Approved as to Legal Form:
COUNTY COUNSEL

By: _____
Dale E. Bacigalupi
Digitally signed by: Dale E. Bacigalupi
DN: CN = Dale E. Bacigalupi email = dbacigalupi@kozanosmith.com C = US
Date: 2016.09.01 12:16:34 -08'00'

Approved as to Accounting Form:
COUNTY AUDITOR-CONTROLLER

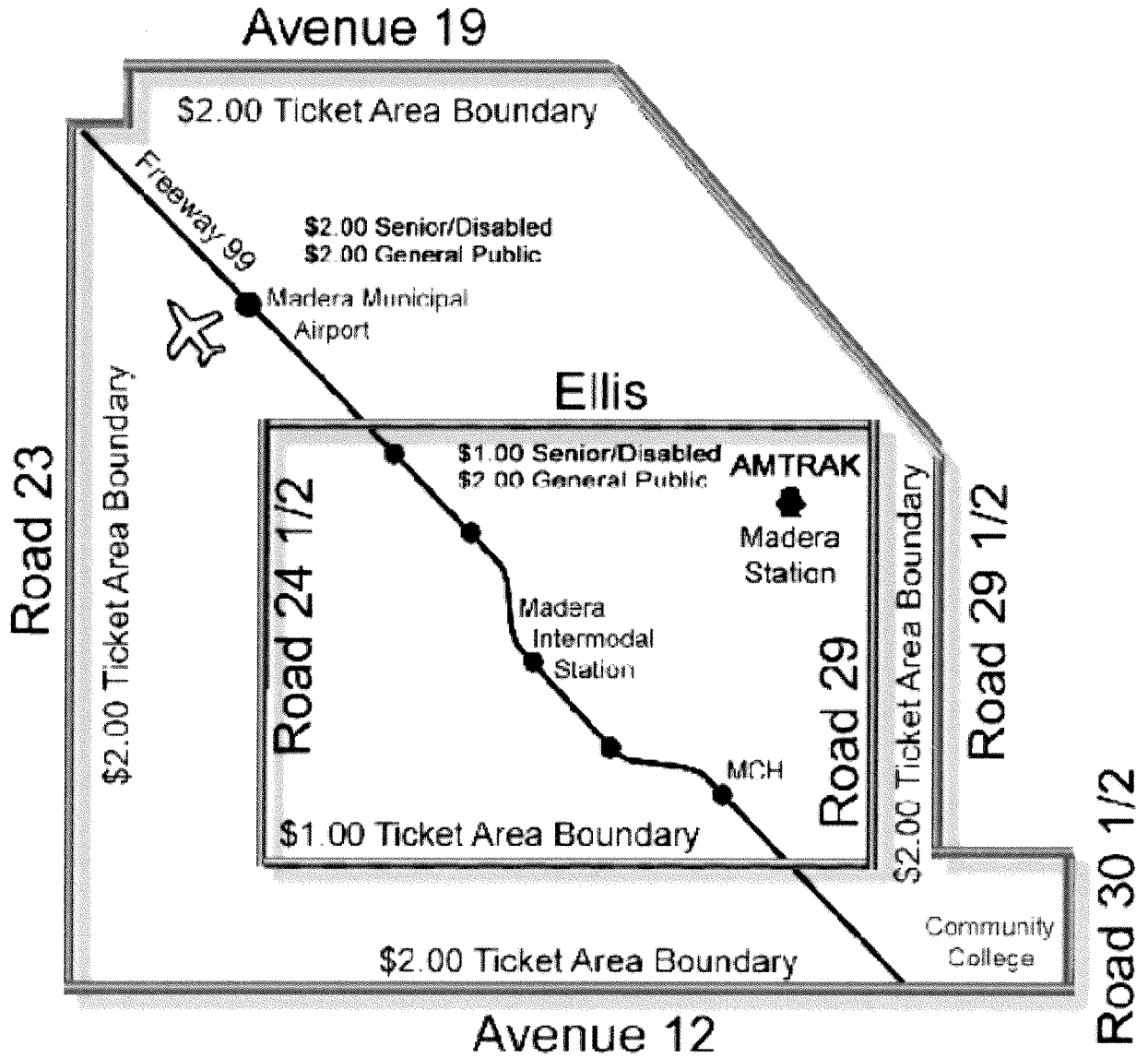
By: _____

Approved as to Form:
COUNTY ADMINISTRATIVE OFFICER

By: _____

ACCOUNT NUMBERS:

**ATTACHMENT A
DIAL-A-RIDE SERVICE AREA**



ATTACHMENT B

FIRST TRANSIT, INC., CONTRACT

**AGREEMENT FOR MANAGEMENT AND OPERATION
OF
MADERA TRANSIT SERVICES**

This Agreement made and entered into this 6th day of, August 2014 by and between the CITY OF MADERA, a public agency, hereinafter referred to as "City," and First Transit, Inc., hereinafter referred to as "Contractor" for management and operation of the City of Madera Transit System's fixed-route (MAX) and dial-a-ride services (DAR).

WHEREAS, City and Contractor desire to contract for the performance by Contractor of the transit system work and services described in accordance with the terms of Request for Proposal for Management and Operation of City of Madera Transit Services RFP No. 201314-04 ("RFP") attached hereto as Exhibit "A" and incorporated herein as though set forth in full. The Contractor has responded to the Request for Proposals ("RFP"), Best and Final Offer, and all subsequent attachments, as accepted by the City to perform these needed services as indicated in the response attached hereto as Exhibit "B" and incorporated herein as though fully set forth. The City desires to have the Contractor perform the work in accordance with the RFP and the response thereto prepared by the Contractor. The work to be performed in accordance with Exhibit "A" and Exhibit "B" is hereinafter referred to as "Transit Services."

NOW, THEREFORE, in consideration of the premises and of the services to be performed by Contractor, and of the compensation to be paid therefore by City, it is HEREBY MUTUALLY AGREED as follows:

1. **TERM OF AGREEMENT:** The Agreement shall be for a period of three (3) years with the option to extend annually thereafter by written mutual consent, not to exceed two (2) additional one(1) year periods. Contract Year 1 will begin July 1, 2014 through June 30, 2015. Contract Year 2 will be July 1, 2015 through June 30, 2016. Contract Year 3 will be July 1, 2016 through June 30, 2017 unless extended as provided for in the following paragraph, or terminated as provided for in Section 11 of this Agreement.

Upon completion of the full term of this agreement, the parties may extend the term of this agreement, upon mutual written agreement, on a month-to-month basis up to a maximum of six (6) months. The parties shall agree to such extensions at least thirty (30) days prior to the termination date of this Agreement, including any new economic terms.

2. **SCOPE OF WORK:**

A. Contractor Responsibilities: Contractor agrees that for the term of this Agreement it will be responsible for the following in the operation of City transit services:

1). **Management:** During the term of this Agreement, Contractor shall provide sufficient executive and administrative personnel specializing in transportation services as shall be necessary and required to perform its duties and obligations under the terms hereof.

2). **Day-to-Day Operation:** Contractor management and/or supervisory personnel shall be available to provide adequate supervision of the day-to-day operation of transit services, including dispatching, field supervision, and complaint management Monday through Sunday during designated hours of operation.

3). **Americans with Disabilities Act (ADA) Compliance:** Contractor shall be responsible for administration of City's Americans with Disabilities Act (ADA) Program as it relates to services provided under this Agreement. Such responsibilities shall include the eligibility certification and application process, including distribution of applications; receiving completed eligibility applications; reviewing completed applications; rendering an initial determination of eligibility, and referring the applicant to another source such as a physician or a City official for further review if applicable. The City ADA Policy shall set sufficient guidelines to allow Contractor to administer the ADA eligibility certification process in accordance with such Policy. The City ADA Policy shall be the sole responsibility of City.

4). **Operating Facility:** Contractor shall establish an operations and dispatching headquarters within the city using the City's Intermodal Transportation Facility unless otherwise approved by City. Contractor shall relocate its operations to a proposed new transit administration facility, if completed during the contract period.

5). **Personnel** Contractor shall employ and supervise all personnel, including drivers, dispatchers, managers, customer service representative and other personnel needed to operate and maintain the service provided by Contractor under this Agreement. Dispatchers and customer service representatives shall have some bilingual skills (communicate in Spanish and English; i.e., ability to understand simple directions, addresses and times). Consideration should be given to bilingual drivers who understand simple directions in English/Spanish. Qualified supervisory personnel shall be available during all hours of operation.

No employee or designee of the Contractor shall continue to be so employed on any work under these specifications that is found to be intemperate, troublesome, rude, disorderly, inefficient, or otherwise objectionable, as determined by Grants Administrator or designee. Contractor shall be responsible for hiring and discharging personnel employed by the Contractor to perform its obligations hereunder. However, City shall have the right to request Contractor to remove from service to City any employee who, in City's sole discretion, is deemed unsuitable for the performance of transportation service for City; provided that City shall make such request in writing, state the reasons therefore and include any supporting documentation, and provided further that such request does not violate applicable local, state or federal laws, rules or regulations.

6). **Telephones:** CONTRACTOR shall provide, at a minimum, a telephone system that has the capability to monitor hold time for the CITY's customers and place them in queue. While on hold, the system shall provide customers with information regarding services offered while waiting for a dispatch/reservation person to quickly handle their needs. The system shall record calls for review, as needed, and shall allow for reviewing calls with staff as an instructional tool to provide improved customer service. Other options shall include ACD (automatic call distribution), IVR (Interactive Voice Response), call length monitoring, hold time tracking, and ride status notification (text, call or email).

Contractor shall provide a minimum of four telephone lines---two (2) incoming telephone lines for customer communications and service requests on a rollover system and two (2) additional business lines. Public information such as brochures and websites shall direct those making transit related inquiries to call a specific telephone number(s), used only for this service. Contractor shall also provide Telecommunications Device for the deaf (TDD) capability and equipment and telephone reservations capabilities per Americans with Disabilities Act requirements. Contractor shall install all equipment and make fully operational the specified telephone system within sixty (60) days of initiation of this Agreement.

7). **Uniforms:** Contractor shall provide uniforms for vehicle operators in conformance with standards mutually agreed upon by the City and Contractor.

8). **Driver Training Program:**

a. **Hiring:** Contractor drivers shall complete Contractor's Standard Employment Application, have a three-year check of driving records, successfully complete Contractor's Driver's Test and successfully complete in-service training.

b. **California Vehicle Code Compliance:** Contractor shall comply with California vehicle Code Section 1801.1 (Pull Notice Program) and Section 12804.6 (bus operator certificates).

c. **Driver Safety Program:** Contractor shall implement a continuing driver safety program that shall include defensive-driving course work, specialized assistance to elderly and disabled passengers and daily vehicle maintenance checks.

d. **Driver Sensitivity Training Program:** Contractor shall implement a continuing driver sensitivity training program focusing on the importance of passenger

relations and to ensure drivers respond appropriately to all customers, especially elderly and disabled passengers. Drivers shall assist in loading and unloading of elderly or ambulatory disabled passengers and in carrying parcels or personal effects in accordance with City policies and procedures as provided by City in writing to Contractor.

e. **Driving Record Notification:** Contractor shall be responsible for immediately notifying the City of any drivers who are identified in the State's Pull Notice Program.

9). **Daily Logs:** Drivers shall maintain appropriate documentation to show number of passengers, mileage, and fuel usage by vehicle for both DAR and MAX. Dispatcher shall maintain appropriate documentation to show point of origin/destination, time of call for immediate service requests, time of pickup/drop off for each completed trip, no-shows and cancellations, subscription service requests, customer service forms and trip refusal log for Dial-A-Ride services. Trip/farebox reconciliation documentation shall be maintained for both DAR and MAX by dispatch and shall be submitted to City on a daily basis in the format of a Trip/Fare Reconciliation Form. Driver information, with the exception of ridership, shall be submitted to City on a monthly basis in the format of a Daily Service Log, which will be submitted with the payment invoice for the previous month's service. This invoice and the Daily Service Logs shall be submitted to the City no later than the tenth working day of the month. Contractor shall maintain records for the duration of the Agreement. Contractor shall ensure that vehicle service hours shall be directly traceable by operator trip sheets that will be provided to the City upon request.

10). **Compliance with Federal, State and Local Requirements:** Contractor shall comply with all applicable Federal State and Local requirements, including drug and alcohol testing and reporting requirements and ADA mandates. Contractor shall make available to City a copy of its Drug and Alcohol Testing Policies and Procedures. Certifications made by the Contractor as part of their RFP response are incorporated into this Agreement and in effect for the duration of the Agreement.

11). **Charter Service:** Contractor shall not operate charter service using City vehicles without prior written consent from City. Charter service will be provided in accordance with FTA regulations.

12). **Ticket Distribution:** Contractor shall distribute tickets to appropriate outlets; sell tickets, as agreed upon by City, at Intermodal Transportation Facility; and collect, record and return all tickets and money received as fares. Ticket data shall be provided on a monthly basis.

13). **Fare Collection:** Contractor shall perform fare reconciliation and accounting on a daily basis and all fare revenue shall be taken to a banking institution or City Finance Department daily, as directed by the City. Fare revenue shall include cash fares, tickets and pass sales, and any other revenue collected by Contractor. Daily fare revenue deposits shall be accompanied by appropriate reconciliation documentation satisfactory to the City. Contractor shall collect data for specific analysis as may be requested by the City.

14). **Internal Financial Controls:** Contractor shall maintain sound internal controls over all tickets and monies collected through ticket sales and farebox collections in cooperation with and subject to periodic audits by the City Finance Department.

15). **Invoicing and Billing:** Contractor shall submit detailed monthly invoices and/or billings to the City for reimbursement of services rendered. Contractor shall invoice City monthly for all charges due to Contractor pursuant to this Agreement and no later than the 15th of the month after the service for the prior month has been provided. All monthly and hourly

rates billed to the system will be included in the City's invoice. Costs are a part of and not in addition to rates defined in Section 6 (a) and (b). Contractor monthly invoices shall be submitted with a Monthly Report with sufficient operating detail to allow the City to verify all charges.

16). **Marketing and Public Relations**: Contractor shall provide technical assistance, assist in marketing and promotional activities, distribute promotional materials in vehicles by drivers, and perform liaison services as requested by the City.

17). **Insurance**: Contractor shall maintain required and appropriate insurance coverage, as detailed in the Insurance and Indemnification section of the RFP, including documentation of coverage to City and provide the City with certificates certifying that Contractor has liability insurance and comprehensive and collision insurance for each vehicle as required by the City. Contractor shall provide documentation of any changes to insurance coverage including changes resulting from additions of vehicles to the City's transit fleet or from taking buses out of service.

18). **Equipment and Vehicle Maintenance and Management**: City shall provide all vehicles, radios, fuel and fareboxes required for the provision of the services as identified in the Scope of Work identified in this Agreement and the associated RFP. The City shall service City vehicles unless otherwise directed by City. Vehicles shall be parked in a location(s) to be provided by City or as designated by City. Contractor shall assist City with maintenance of vehicles and radios. Specifically, Contractor shall be responsible for the following:

a. Contractor employees will flag regular preventative maintenance intervals and will notify appropriate City Fleet Maintenance staff in a timely manner to ensure compliance with all CHP requirements. Contractor will make arrangements with Fleet Maintenance staff to schedule vehicles for needed repairs and preventive maintenance. Contractor will optimize the scheduling of vehicles for preventive maintenance and other repairs so as not to impede the effective delivery of service. Contractor shall provide City access to its maintenance records upon request.

b. Contractor will allow City to inspect vehicles upon request. Contractor will notify appropriate City Fleet Maintenance staff of all vehicle repairs and towing needs as required and reasonable, but in no way shall Contractor staff cause unnecessary, frivolous repairs to be made. Failure of Contractor to notify City Fleet Maintenance staff of needed repairs and preventive maintenance in a timely manner will be considered negligent and could result in contract penalties in the form of reduced reimbursement in the amount of such repairs caused by such neglect.

c. Contractor will coordinate with City Fleet Maintenance staff to operate a satisfactory preventive maintenance, bus cleaning and major component rebuilding/replacement program and providing for repair and maintenance of all City owned or provided equipment, including, but not limited to buses, two-way radios, wheelchair lifts and fareboxes. This includes, but is not limited to, ensuring the repair or replacement of buses and equipment by City in an expeditious manner if such buses or equipment are damaged or destroyed during the term of this Agreement.

d. Contractor shall clean vehicles daily including all interior litter and debris. Exterior of all vehicles shall be washed a minimum of once weekly, but at such frequency as may be required to maintain a clean, inviting appearance. Contractor will do a detail or more thorough exterior and interior cleaning on each transit vehicle on a monthly basis, and Contractor will maintain a log showing the monthly detail cleaning for each vehicle. City will inspect buses monthly to evaluate bus cleaning performance for the purpose of accessing incentives and/or penalties consistent with performance standards provided in the RFP as Exhibit 5 - City of Madera Transit Performance Standards, Incentives and Penalties.

- e. Contractor shall inspect vehicles daily for cleanliness and safe mechanical condition.
- f. Contractor shall maintain the radio base station in good working condition and communicate with City to advise staff of maintenance requirement for radios on City-owned transit vehicles.
- g. Contractor will cooperate with City to ensure that all vehicles and equipment used in the operation of DAR and MAX services are maintained at a level that will meet and pass all required CHP inspections. Contractor shall be responsible for assuring timely CHP inspections of all applicable vehicles.

19). **Accident Incident and Complaint Procedures:** Contractor shall develop, implement, and maintain formal procedures, subject to City review and approval, to respond to accidents, incidents, service interruptions, and complaints. Such occurrences to be addressed include, but are not necessarily limited to, vehicle accidents, passenger injuries, passenger disturbances, in-service vehicle failures, lift failures of buses in service, fixed-route buses operating more than ten (10) minutes behind schedule, and DAR buses operating more than thirty (30) minutes behind schedule. Contractor shall maintain a formal log of all complaints and track resolution.

All traffic accidents involving transit system vehicles, irrespective of injury, shall be reported to the City of Madera Police Department, Madera County Sheriff's Office or Highway Patrol, as appropriate. Contractor will advise such agency of the accident and request a police unit to investigate the accident. CITY transit staff shall be notified in writing by Contractor of all accidents and incidents resulting in loss or damage to City property within three (3) working days. In cases involving injury, Contractor shall notify City transit staff immediately upon receipt by Contractor of such information. Contractor shall document total number of accidents on the Monthly Report to City.

20). **Conferring and Coordinating:** Contractor shall meet, confer, and coordinate with City on a frequent basis, as reasonably determined by City.

21). **Other Duties:** Contractor shall perform all other work as may be necessary to comply with the requirements of this Agreement.

22). **Dispatching Software:** Contractor shall install Trapeze Simpli Transport dispatching software with enhanced functions, including a data plan for a minimum of eight (8) buses. Contractor shall provide a minimum of sixteen (16) tablets (including replacements) and eight (8) mounts that are fully utilized and functional during the contract period. Contractor shall install all equipment and make fully operational the Trapeze Simpli Transport software inclusive of enhancements within sixty (60) days of initiation of this Agreement. Contractor shall be responsible for compatibility of the Trapeze Simpli Transport system with expansion of the fleet.

23). **On-Board Video Surveillance Cameras:** Contractor shall be responsible for the operation and maintenance of on-board video surveillance camera equipment on City transit vehicles. Contractor shall be responsible for managing the video surveillance data. City shall provide any required notice to riders and placards shall be placed on vehicles with notice of recording.

24). **Records and Reports:** Contractor shall maintain, at a minimum, the operations records referenced in the RFP as Exhibit 6 - City of Madera Reporting Requirements of the RFP, including the following for DAR and MAX:

- a. Daily ridership by vehicle
- b. Daily ridership by wheelchair-bound passengers
- c. Daily mileage by vehicle
- d. Daily vehicle service hours by vehicle

- e. Trip log from each vehicle operator
- f. Dispatch records showing times for:
 - Receipt of service requests
 - Pickup point/drop-off point
 - Pickup assignment made
 - Actual pickup
 - Variance between promised times and actual pickup times
 - Actual delivery of passenger
- g. On-time performance
- h. Trip denials
- i. ADA eligibility certifications and trip requests/denials

A monthly operating report will summarize the data collected daily. This report will present the data by vehicle, service area and total system basis and will include a statement of existing or potential problems and suggested solutions. **Contractor** will record and report trip data for City and County areas pursuant to City direction. **Contractor** will maintain dispatcher's trip sheets and daily logs for review by City. All major vehicle accidents (those resulting in bodily injury) or on-the-job personnel injury accidents (those resulting in hospitalization) shall be reported as soon as practicable to City.

3. **CITY RESPONSIBILITIES:**

The City, as the owner of the service, shall establish overall management and operational policy for the service. The City will periodically consult with Contractor on operational issues affecting service.

- A. **Fuel:** City shall provide fuel through a City designated fueling facility during the period of this Agreement for Dial-A-Ride and MAX services. Contractor shall have access to a Fuel Management Delivery System that shall be mutually acceptable to both parties. This fuel shall be used exclusively for Dial-A-Ride and fixed route operations. City and Contractor records regarding miles traveled and fuel consumption will be exchanged if either party desires.
- B. **Office Facility:** City shall lease space to Contractor in the City's Intermodal Transportation Facility for operation of City's transit services, including space for dispatch, office and vehicle parking. The terms of such lease shall be provided in a separate agreement with City. City shall provide office furniture for its transit program at the Intermodal Transportation Facility sufficient to ensure smooth delivery of service. Office furniture deemed unnecessary, unsightly or undesirable may be removed at City's request. City may provide needed enhancements to the Intermodal Transportation Facility space occupied by City transit services without prior approval of Contractor. All furniture provided by City shall remain City property upon any termination of this Agreement. Contractor will not be prohibited by this Agreement from supplementing space at the City's Intermodal Transportation Facility with additional space at Contractor's expense. Contractor shall relocate to the proposed new Transit Administration and Maintenance Facility should construction be completed during the contract period.
- C. **Routing and Scheduling:** City shall provide routing and scheduling directives for fixed-route service. **Contractor** shall provide routing and scheduling for Dial-A-Ride.
- D. **Bus Stops and Bus Shelters:** City shall provide bus stops, bus shelters, and related amenities.
- E. **Maintenance:** City shall maintain, repair, and replace City-owned vehicles, including parts and labor.
- F. **Tickets/Passes and Schedules:** City shall coordinate with Contractor to develop tickets, passes and DAR and MAX schedules/brochures for distribution by Contractor.

- G. **Advertising and Marketing:** City shall coordinate with Contractor to develop, promote, and distribute advertising and promotional transit materials.
- H. **Payment:** City shall ensure payment of proper charges within thirty (30) days after Contractor submission of the monthly invoice and/or billing.
- I. **California Highway Patrol (CHP) Fees:** City shall provide payment for appropriate and necessary CHP inspection fees.
- J. **Vehicles:** City shall provide all vehicles required for provision of the services under this Agreement.

4. **RECORDS AND REPORTS:** Contractor shall maintain, at a minimum, the operations records referenced in the RFP as Exhibit 6 - City of Madera Reporting Requirements in the RFP and including the following for DAR and, MAX:

- A. **Daily ridership by vehicle**
- B. **Daily ridership by wheelchair-bound passengers**
- C. **Daily mileage by vehicle**
- D. **Daily vehicle service hours by vehicle**
- E. **Trip log from each vehicle operator**
- F. **Dispatch records showing times for:**
 - 1). Receipt of service requests
 - 2). Pickup point/drop-off point
 - 3). Pickup assignment made
 - 4). Actual pickup
 - 5). Variance between promised times and actual pickup times
 - 6). Actual delivery of passenger
- G. **On-time performance**
- H. **Trip denials**
- I. **ADA eligibility certifications and trip requests/denials**

A monthly operating report will summarize the data collected daily. This report will present the data by vehicle, service area and total system basis and will include a statement of existing or potential problems and suggested solutions. Contractor will record and report trip data for City and County areas pursuant to City direction. Contractor will maintain dispatcher's trip sheets and daily logs for review by City. All major vehicle accidents (those resulting in bodily injury) or on-the-job personnel injury accidents (those resulting in hospitalization) shall be reported as soon as practicable to City.

5. **MAXIMUM OBLIGATION:** City agrees to pay Contractor for its services as described herein:

A. The price to be paid by City to Contractor for fixed-route service, Madera Area Express/MAX, and Dial-A-Ride shall not exceed the amounts as outlined below:

- 1). For the period **July 1, 2014 through June 30, 2015**, Nine-Hundred Eight Thousand, Eight-Hundred Forty Dollars (\$908,840), for a maximum of 15,200± 15% vehicle service hours for MAX and 13,600± 15% vehicle service hours for Dial-A-Ride.

Note: Costs after FY14/15 are based on an estimated annual CPI increase of two percent (2%) each year. Effective July 1 of each contract year, actual rates shall be adjusted to no more than the CPI annual change as of May of each year but in no event shall exceed three percent (3%). Rates shall not be decreased.

- 2). For the period **July 1, 2015 through June 30, 2016**, an estimated Nine-Hundred Twenty-Seven Thousand, Seventeen Dollars (\$927,017), for a maximum of 15,200 ±15% vehicle

- service hours for MAX and 13,600 \pm 15% vehicle service hours for Dial-A-Ride. Actual costs shall be based on an agreed upon CPI between the CITY and **CONTRACTOR**.
- 3). For the period **July 1, 2016 through June 30, 2017**, an estimated Nine-Hundred Forty-Five Thousand, Five-Hundred Fifty-Seven Dollars (\$945,557) for a maximum of 15,200 \pm 15% vehicle service hours for MAX and 13,600 \pm 15% vehicle service hours for Dial-A-Ride. Actual costs shall be based on an agreed upon CPI between CITY and **CONTRACTOR**.
 - 4). For the period (**Option Year 1**) **July 1, 2017 through June 30, 2018**, an estimated Nine-Hundred Sixty-Four Thousand, Four-Hundred Sixty-Eight Dollars (\$964,468) for a maximum of 15,200 \pm 15% vehicle service hours for MAX and 13,600 \pm 15% vehicle service hours for Dial-A-Ride. Actual costs shall be based on an agreed upon CPI between CITY and **CONTRACTOR**.
 - 5). For the period (**Option Year 2**) **July 1, 2018 through June 30, 2019**, an estimated Nine-Hundred Eighty-Three Thousand, Four-Hundred Twenty-Four Dollars (\$983,424) for a maximum of 15,200 \pm 15% vehicle service hours for MAX and 13,600 \pm 15% vehicle service hours for Dial-A-Ride. Actual costs shall be based on an agreed upon CPI between CITY and **CONTRACTOR**.

Effective July 1 of each contract year beyond FY2014-15, rates shall be adjusted to no more than the Consumer Price Index (CPI) annual change as of May of each year but in no event shall exceed three percent (3%). Contractor's total proposed costs for "Year 1, FY2014-15" will be considered a firm price. Effective July 1* of each contract year beyond Year 1, Contractor's actual "Cost per Revenue Hour" rate shall be adjusted to no more than the national Consumer Price Index (CPI) annual change as of May of each year but in no event shall exceed three percent (3%). For purposes of this AGREEMENT, "CPI" shall mean the CPI published by the Bureau of Labor Statistics of the U.S. Department of Labor, All Urban Consumers, U.S. City Average (1982-84=100), "All items less food and energy." The Contractor must have written City concurrence of the CPI to be used for annual increases through the duration of the Contractor's Agreement with the City. The Contractor and City must agree to the CPI to be used prior to Contractor invoicing and City reimbursement in the new fiscal year.

Additional vehicle service hours may be operated upon the written request of the City and such additional service shall be in excess of the maximum obligation amount(s) as established therein. City shall pay Contractor for such additional service at the appropriate fixed hourly rate as established in Section 6(a) of this Agreement. Reduced vehicle service hours may be scheduled upon the written request of the City, and such reductions shall reduce the maximum obligation of the City referenced above. In such case, the fixed hourly rates and fixed monthly fees provided in Section 6, Price Formula, will not be changed. The fixed hourly rate, however, may be renegotiated in the event vehicle service hours agreed upon in Section 6(a) are increased or reduced cumulatively by more than fifteen percent (15%).

All payments from City to Contractor for future services are contingent on and subject to the availability of State Transportation Development Act (TDA) funds, Federal Transit Administration (FTA) funds, and any other related transit funds to continue the services herein described. City cannot obligate funds beyond the current fiscal year. It is the intent of the City to pay Contractor for all services operated. City shall notify Contractor in the event that such funds will become unavailable or insufficient for the provision of service, such that Contractor does not operate service for which City cannot pay. Notwithstanding any other provision of this Agreement, no City General Fund monies shall be encumbered or otherwise obligated. City may terminate this Agreement if TDA, FTA, or any other transit-related funds are not available or insufficient.

6. PRICE FORMULA: Effective July 1 of each contract year beyond FY2014-15, all rates shall be adjusted to no more than the Consumer Price Index (CPI) annual change as of May of each year but in no event shall exceed three percent (3%). Rates shall not be decreased. Annually, new rates shall be agreed

upon, in writing, by the CITY and **CONTRACTOR** prior to invoicing by **CONTRACTOR**. Payment by City shall be computed as follows:

A. **Vehicle Service Hourly Rate**

1). For the period July 1, 2014 through June 30, 2015, the cost per vehicle service hour is \$23.45 for MAX and Dial-A-Ride. Contractor's total proposed costs for "Year 1, FY2014-15" will be considered a firm price. Effective July 1 of each contract year beyond Year 1, Contractor's actual "Cost per Revenue Hour" rate shall be adjusted to no more than the national Consumer Price Index (CPI) annual change as of May of each year but in no event shall exceed three percent (3%). For purposes of this AGREEMENT, "CPI" shall mean the CPI published by the Bureau of Labor Statistics of the U.S. Department of Labor, All Urban Consumers, U.S. City Average (1982-84=100), "All items less food and energy." The Contractor must have written City concurrence of the CPI to be used for annual increases through the duration of the Contractor's Agreement with the City. The Contractor and City must agree to the CPI to be used prior to Contractor invoicing and City reimbursement in the new fiscal year.

2) "Vehicle Service Hours" for fixed-route service shall be defined as the total number of hours operated while in revenue service commencing when the bus stops at the first designated stop and ends at the last designated stop, excluding deadhead time to and from the yard, designated lunch breaks, and fueling time. "Vehicle Service Hours" for Dial-A-Ride shall be defined as the total number of hours and fraction thereof operated in quarter hour increments while in revenue service from the first passenger "pick-up" to the time of the last passenger "drop-off" per vehicle per driver, specifically excluding any driver preparation time; paid or unpaid driver break periods; lunch periods; deadhead time either to or from the yard; driver exchange periods; fueling time, road calls or any such period that the driver and vehicle are not specifically engaged in the "pick-up", transport, or "drop-off" of revenue passengers. Such exclusions shall not include travel time between passenger "pick-ups/drop-offs."

3) "First Passenger Pick-Up" shall be defined as the driver's actual arrival time or the "scheduled" pick-up time, whichever is later, except in instances when the passenger actually boards the bus and is transported prior to the "scheduled" pick-up time. If the passenger actually boards the bus and is transported prior to his/her "scheduled" pick-up time, the time the passenger actually boards the bus shall be designated as the "first passenger pick-up."

B. **Fixed Monthly Fee**

1) For the period July 1, 2014 through June 30, 2015, the fixed monthly fee is \$19,454. Contractor's total proposed costs for "Year 1, FY2014-15" will be considered a firm price. Effective July 1 of each contract year beyond Year 1, Contractor's actual "Fixed Monthly Fee" rate shall be adjusted to no more than the national Consumer Price Index (CPI) annual change as of May of each year but in no event shall exceed three percent (3%). Rates shall not be decreased. For purposes of this AGREEMENT, "CPI" shall mean the CPI published by the Bureau of Labor Statistics of the U.S. Department of Labor, All Urban Consumers, U.S. City Average (1982-84=100), "All items less food and energy." The Contractor must have written City concurrence of the CPI to be used for annual increases through the duration of the Contractor's Agreement with the City. The Contractor and City must agree to the CPI to be used prior to Contractor invoicing and City reimbursement in the new fiscal year.

7. **INVOICES**: Contractor shall submit the invoices to City as follows:

A. Contractor shall invoice City monthly for all charges due to Contractor pursuant to this Agreement and no later than the 15th of the month after the service for the prior month has been provided. All monthly and hourly rates billed to the system will be included in the City's invoice. Costs are a part of and not in addition to rates defined in Section 6 (a) and (b).

- B. Contractor monthly invoices shall be submitted with a Monthly Report with sufficient operating detail to allow the City to verify all charges.
- C. Vehicle service hours shall be directly traceable by operator trip sheets that will be provided to the City upon request. Hourly and fixed costs shall be computed weekly and submitted monthly.

8. **PAYMENT:** All payments by City shall be made monthly after the service for the prior month has been provided. City shall make payment no more than thirty (30) days from receipt of invoice. City's standard policy is to pay by voucher or check within two (2) working days after each City Council meeting at which time payments may be authorized, provided that City receives the invoice at least fourteen (14) working days prior to the City meeting date. In the event City fails to make a payment on any sums due hereunder, and such sums remain unpaid for 30 days following receipt of the invoice by City, Contractor shall be entitled to: a) charge interest on unpaid amounts at the rate of 1.5% per month or the maximum statutory amount, whichever is greater; and/or b) terminate service under this Agreement until all amounts due have been paid in full. In the event of a repeated delinquency by City, Contractor shall have the right to request a deposit or payment bond from City before resuming service. Contractor shall be entitled to, without limitation, court costs, litigation expenses and attorneys' fees incurred in any attempt to collect unpaid amounts due under this Agreement. If City disputes any items on an invoice for a reasonable cause, City may deduct that disputed item from the payment, but shall not delay payment for the undisputed portions. City shall notify **Contractor** within fifteen (15) working days after receipt of invoice by City of the amounts and reasons for such deletions. City shall assign a sequential reference number to each deletion. Payments shall be by voucher or check payable to and mailed first class to:

First Transit, Inc.
222192 Network Place
Chicago, IL 60673

9. **CONTROL:**

- A. All services rendered by Contractor under this Agreement shall be subject to control of City.
- B. City shall not interfere with the management of Contractor's normal internal business affairs and shall not attempt to directly discipline or terminate Contractor employees. City may advise Contractor of any employee's inadequate performance that has a negative effect on the service being provided, and Contractor shall take prompt action to remedy the situation. In extreme cases, City may request removal of a Contractor employee from performance under this Agreement, for example, on the basis of a driver's history in regards to driving records or abuse of DAR and/or MAX patrons. City shall make such request in writing, state the reasons therefore and include any supporting documentation. Such request shall not violate applicable local, state or federal laws, rules or regulations.

10. **CHANGES:** In the event City orders changes from this Agreement and/or the description of services in the Scope of Work or for other causes orders additional Contractor work not contemplated hereunder, additional compensation shall be allowed for such extra work. This additional compensation shall be negotiated between City and Contractor.

11. **CONTRACT RE-NEGOTIATION:** This Agreement may be re-negotiated at any time during the period of this Agreement, in the event the City determines that a new scheduling, pickup or route system, or personnel levels, etc., may be cost-effective or necessary for efficient and effective operation of services. In this event, parties shall meet prior to any proposed service or contract changes to determine contract and payment schedules. Any new terms or conditions shall be agreed to in writing.

12. **QUALIFICATION FOR FUTURE CONTRACTS:** As a result of having entered into this Agreement, **Contractor** shall not be penalized or disqualified from bidding subsequent transportation management and operation programs under the jurisdiction of City.

13. **SUCCESSION:** This Agreement shall be binding on and inure to the benefit of the heirs, executors, administrators and assigns of the parties hereto.

14. **TERMINATION:**

A. **Termination for Default:** All the terms, conditions, and covenants of this Agreement are considered material, and in the event Contractor breaches or defaults in the performance of any such terms, conditions, or covenants which are to be kept, done or performed by it, City shall give Contractor thirty (30) days written notice either by certified mail or by personal service, describing such breach or default, and if Contractor fails, neglects or refuses for a period of more than thirty (30) days after receipt thereof to remedy, or cure such breach or default or is not diligently pursuing a cure, then City without further notice, may cancel this Agreement. In the event of termination of this Agreement as hereinabove specified, City shall have the right to take immediate possession of all buses, equipment, and facilities provided to Contractor by City. In the event the Agreement is terminated, all pertinent data prepared for the MAX and Dial-A-Ride services shall be made available to City without additional cost. Telephone number(s) for Dial-A-Ride and MAX will stay with the City.

B. **Termination for Convenience:** Either party may terminate this Agreement in whole or in part at any time giving written notice to the other party by certified mail or personal delivery. If a party elects to terminate this Agreement, such party shall give the other party thirty (30) days prior written notice of said termination. Contractor shall be paid its reasonable and necessary costs on work performed to the date of termination of service. Contractor compensation shall be governed by section 6 - Price Formula. Contractor shall promptly submit its termination claim to City for payment. If Contractor has any property in its possession belonging to City, Contractor shall account for the same and shall dispose of it in the manner directed by City.

C. **Rights of City upon Termination or Expiration of Agreement and Waiver of Claims:** Upon expiration or earlier termination of this Agreement, City shall have the right to provide the services by means of its own employees, buses, or equipment, or pursuant to contract with other carrier(s) or otherwise, along the route and within the service area operated by Contractor as provided in this Agreement.

D. For all undisputed payments, in the event City is delinquent in paying Contractor for undisputed payments by more than fifteen (15) days and has received a statement by certified mail, then Contractor may serve a notice of its intent to suspend operations at least seven (7) calendar days subsequent to the receipt of notice by City. If City does not correct the delinquency or if its parties do not agree to arbitrate the dispute under the provisions of this Agreement, then Contractor may suspend operations without further notice or penalty on the date indicated by the notice.

15. **PERFORMANCE BOND:** Contractor will be responsible for the submission of a performance bond prior to the initiation of service. The bond shall be renewed on an annual basis, and the amount of the bond shall be equal to twenty percent (20%) of the fixed cost component for the given year as identified in service contract. The bond shall be a performance bond or a certificate of deposit issued in the name of the "City of Madera." Other performance bond arrangements are subject to the approval of City. Contractor shall maintain the performance bond during the life of the Agreement.

16. **LIQUIDATED DAMAGES:** Contractor's failure to perform contractual service obligations shall result in the assessment of liquidated damages at the rate of \$100.00 per day for each day of non-compliance/non-performance of administrative reports and at a rate up to \$500.00 per day for operational non-compliance/non-performance except as otherwise specifically identified in the RFP as Exhibit 5 - City of Madera Transit Performance Standards, Incentives and Penalties of the RFP referenced in this Agreement in which case the later shall govern. City shall assess liquidated damages within ninety (90) days of the alleged failure or forfeit its right to assess such liquidated damages. No liquidated damages shall be assessed for service failures resulting from factors outside the scope of control of Contractor, including, but not limited to, weather, road construction or traffic delays.

17. COMMUNICATIONS: All notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof by registered or certified mail, return receipt requested, and postage prepaid to the persons named below:

If to City: Grants Administrator
CITY OF MADERA
205 West 4th Street
Madera, California 93637
(559) 661-3690

If to Contractor: Contract Administrator
First Transit, Inc.
(use local address)

with a copy to: General Counsel
First Transit, Inc.
600 Vine Street, Suite 1400
Cincinnati, OH 45202

18. INFORMATION AND DOCUMENTS: All information, data, reports, records, maps, and survey results as are existing, available, and necessary for carrying out work as outlined in the Scope of Work and Agreement hereof, shall be furnished to Contractor without charge by City, and City shall cooperate in every way possible to carry out the work without undue delay.

19. PROPRIETARY RIGHTS: All inventions, improvements, discoveries, propriety rights, patents and copyright made by Contractor under this Agreement shall be made available to City with no royalties, charges or other costs but shall be owned by Contractor. All manuals prepared by Contractor under this Agreement shall be made available to City at no charge but shall be owned by Contractor and shall not be copied, disclosed, or released to City or City's representative or participating organization without prior written consent of Contractor. Reports are excluded from this provision and shall be owned by City. Contractor, however, shall have the right to print and issue copies of these reports. Contractor may make presentations and releases relating to the project. City shall approve papers and other formal publications before they are released.

20. FORCE MAJEURE: Contractor shall not be held responsible for losses, delays, failure to perform or excess costs caused by events beyond the control of Contractor. Such events may include, but are not restricted to acts of God; fire; epidemics; earthquake; flood or other natural disaster; acts of the government; riots; strikes; picketing; labor disputes; labor shortages; war; civil disorder; and unavailability of fuel. No payment, however, shall be made by City to Contractor for such time that service is not provided.

21. SHORTAGES AND DELAYS: In the event that City fails to provide or delays providing items as herein provided, then Contractor shall not be responsible for any delays or resulting decline in the quality of service.

22. EMERGENCY PROCEDURES: In the event of a major emergency such as an earthquake, dam failure, or man-made catastrophe, Contractor shall make transportation and communication resources available to the degree possible for emergency assistance. If the normal line of direct authority from City is intact, Contractor shall follow instruction of City. If the normal line of direct authority is broken, and for the period while it is broken, Contractor shall make best use of transportation resources following to the degree possible the direction of an organization such as the police, Red Cross, or National Guard, which appears to have assumed responsibility. Emergency use of transportation may include evacuation, transportation of injured, and movement of people to food and shelter. Contractor shall be reimbursed in accordance with the normal "Price Formula" and "Payment" or, if the normal method does not cover the types of emergency services involved, then on the basis of fair, equitable and prompt reimbursement of Contractor's actual costs. Reimbursement for such emergency services shall be over and above "Maximum Obligation" of this Agreement. Immediately after the emergency condition ceases, Contractor shall re-institute normal

transportation services. City agrees to indemnify, hold harmless and defend Contractor, its directors, officers, employees and agents from and against every claim or demand which may be made by any person, firm or corporation, or any other entity resulting from or arising in connection with Contractor providing emergency services to the City. City also agrees to provide insurance for evacuation service at the levels otherwise applicable to this contract.

23. INTERRUPTION OF SERVICE: In the event service required to be performed by Contractor under this Agreement is interrupted for any cause, and scheduled service is discontinued for more than forty-eight (48) hours, City shall have the right forthwith to take temporary possession of all facilities, buses and equipment provided to Contractor by City, and the facilities and equipment supplied by Contractor for the purpose of continuing the service which Contractor has agreed to provide in order that the City can preserve and protect the public interest and welfare. In the event the City does take possession of said Contractor-supplied facilities and equipment, Contractor shall be reimbursed by City for the actual cost of the temporary use of said facilities and equipment that normally would have been incurred by Contractor. City shall have the right to possession of such facilities and equipment and to render the required service until Contractor can demonstrate to the satisfaction of the City that required services can be resumed by Contractor, provided that such temporary assumption of Contractor's obligation under this Agreement shall not be continued by the City for more than one-hundred twenty (120) days from the date such operations were undertaken. Should Contractor fail to demonstrate to the satisfaction of the City that required services can be resumed by Contractor prior to the expiration of the aforementioned one-hundred twenty (120) days, this Agreement shall terminate and the rights and privileges granted in the Agreement shall be cancelled. During the period in which the City has temporarily assumed the obligations of Contractor under this Agreement, City shall pay costs and expenses applicable to said period, and Contractor shall not be entitled to receive payment as provided for in Section 6 herein. Any payments due Contractor for performance under this Agreement for services rendered during a partial monthly period shall be paid to Contractor.

24. AUDIT: Contractor shall permit the authorized representatives of City, County of Madera, California Department of Transportation, the U.S. Department of Transportation, and the Controller General of the United States to inspect and audit all data and records, including financial records, of the Contractor relating to performance under this Agreement. This includes any handwriting, typewriting, printing, photostatic, photographing, and every other means of recording upon tangible thing, any form of communication or representation including letters, words, pictures, sounds, or symbols or any combination thereof. Any authorized representative of City shall have access to any writings as defined above for the purpose of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, City has the right at all reasonable times to audit, inspect, or otherwise evaluate financial internal controls and work performed or being performed under this Agreement.

25. TRANSPORTATION DATA REPORTING: Contractor shall report transportation data to City in accordance with Level C of the Uniform Financial Accounting and Reporting Elements (FARE) as required under Section 5335 (formerly Section 15) of the Federal Transit Act of 1992 as amended and the California Public Utilities Code, Chapter 4, Section 99243. All transit data reporting should be consistent with National Transit Database (NTD) guidelines and requirements as applicable to the size and nature of the City's transit operations.

26. LICENSES: A license and a Certificate of Public Convenience and Necessity to operate in accordance with this Agreement are hereby granted to Contractor. City and County of Madera hereby expressly waive any franchise or business license fees that City might ordinarily require for operation in accordance with this Agreement.

27. FIDELITY BOND: During the period of time this Agreement shall be in effect, Contractor shall cause its staff personnel to be covered under an appropriate bond providing protection from employee theft up to the amount of Fifty-Thousand Dollars (\$50,000) with respect to any one occurrence by Contractor employees.

28. NONDISCRIMINATION:
A. In connection with the execution of this Agreement, Contractor shall comply with Department of Transportation (DOT) Title VI Civil Rights Act of 1964 regulations (49 CFR Part 21) regarding non-

discrimination in federally-assisted programs of the DOT which by this reference are made a part of this Agreement. Contractor shall not discriminate against any employee or applicant for employment or patron because of age, race, religion, color, sex or national origin. Contractor shall take affirmative actions to ensure that applicants are employed and that employees are treated during their employment, without regard to their age, race, religion, color, sex or national origin. Such actions shall include, but not be limited to employment; upgrading, demotions or transfers; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship.

B. Contractor also shall comply with the provisions of Section 1735 of the California Labor Code.

29. **DISADVANTAGED BUSINESS ENTERPRISE:** This Agreement adopts and incorporates the policy of the Department of Transportation that disadvantaged business enterprises (DBEs) as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or part with federal funds under this Agreement.

30. **PROHIBITED INTEREST:** No member, officer or employee of City during his/her tenure or one year thereafter shall have any interest direct or indirect, in this Agreement or the proceeds thereof.

31. **CONFLICT OF TRANSPORTATION INTERESTS:** Contractor shall not divert any revenues, passengers or other business from City projects to any taxi or other transportation operation of Contractor.

32. **DEBARRED BIDDERS:** Contractor, including any of its officers or holders of a controlling interest, is obligated to inform City whether or not it is or has been on any debarred bidders' list maintained by the United States Government. Should Contractor be included on such a list during the performance of this project, it promptly shall so inform City.

33. **CARGO PREFERENCE:** Contractor shall abide by 46 U.S.C. 124(B)(1) and 46 CFR Part 381 which impose cargo preference requirements on shipments of foreign made goods.

34. **DEFENSE AND INDEMNIFICATION:**

A. Contractor, its agents, officers and employees shall defend, indemnify, and hold harmless City, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs including litigation costs and attorney's fees arising out of or resulting from the performance of this Agreement by Contractor or Contractor agents, officers, employees, representatives or subcontractors. Contractor's obligation to defend, indemnify, and hold the City, its agents, officers and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property including the loss of use. Contractor's obligation under this subparagraph extends to any claim, damage, loss, liability, expense, or other costs to the extent caused in whole or in part by any negligent or wrongful act or omission of Contractor, its agents, employees, supplier, or any one employed by any of them or any one for whose acts or omissions any of them may be liable, except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of City, its agents or employees; passenger upon passenger violence; or routing.

B. Contractor's obligation to defend, indemnify, and hold City, its agents, officers, and employees harmless under the provisions of this subparagraph is not limited to or restricted by any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

C. To the extent permitted by law, City shall defend, indemnify, and hold harmless Contractor, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs including litigation costs and attorney's fees arising out of resulting from any negligent or wrongful act or omission of City, its officers, or employees, except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of Contractor, its agents or employees.

D. The scope of Contractor's management services, which are defined in this Agreement, will result in Contractor providing management services involving City's Americans with Disabilities Act (ADA) Program. City acknowledges that City is responsible for adopting policies for the operation of, or to be implemented under, the ADA Program. It is understood that, to the extent that any claims

arise against either party (or any third party) involving ADA compliance issues or arising from Contractor's duties in assisting with the management of the ADA Program, so long as Contractor has complied with or implemented such policies established by City for the operation of such program, all such claims shall be the responsibility of City, and City shall indemnify, defend, and hold harmless Contractor, and its agents from any and all loss or liability, including, with limitation, attorneys' fees, arising from such claims or the defense of such claims.

35. ASSIGNMENT: This is an agreement for the services of Contractor. City has relied upon the skills, knowledge, experience, and training of Contractor, Contractor's firm, associates, and employees of Contractor as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement without the express written consent of City. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of City. Notwithstanding the above, the Contractor may assign this Agreement to a parent, subsidiary, related or affiliated company with written consent of the City.

36. AMENDMENT: This Agreement may be modified, amended, changes added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

37. HEADINGS: The headings or titles to sections of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

38. EXHIBITS: All Exhibits, Attachments and Requirements made part of the City's RFP for transit services are integral parts of this Agreement and are incorporated herein by reference.

39. Independent Contractor: In performance of the work, duties, and obligations assumed by City under this Agreement, it is mutually understood and agreed that City, including any and all of City'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 Contractor. Furthermore, Contractor shall have no right to control or supervise or direct the manner or method by which City shall perform its work and functions. City and Contractor 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, City shall have absolutely no right to employment rights and benefits available to Contractor employees. City shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. In addition, City shall be solely responsible and hold Contractor harmless from all matters relating to payment of City's employees, including compliance with Social Security, withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, City may be providing services to others unrelated to Contractor or to this Agreement.

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

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

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

42. Governing Law: The laws of the State of California shall govern the rights and obligations of the

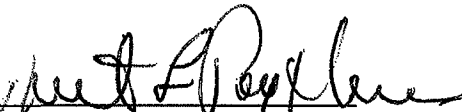
parties under the Agreement, including the interpretation of the Agreement. If any part of the Agreement is adjudged to be invalid or unenforceable, such invalidity shall not affect the full force and effect of the remainder of the Agreement.

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

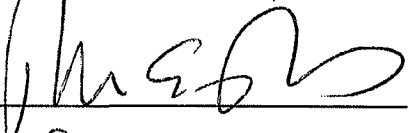
44. Contractor's Legal Authority: Each individual executing or attesting this Agreement on behalf of Contractor hereby covenants and represents: (i) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of such corporation in accordance with such corporation's articles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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective officers thereunto duly authorized on the date written below their signatures and that all required Contractor certifications and documentation has been provided to City:

CITY OF MADERA

By 
Robert L. Poythress, Mayor

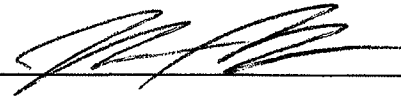
FIRST TRANSIT, INC.

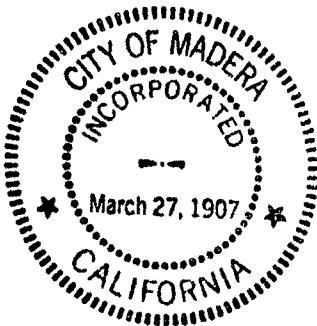
By 
Title Senior Vice President

ATTEST:
Sonia Alvarez,
City Clerk

APPROVED AS TO FORM:
Brent Richardson
City Attorney

By 

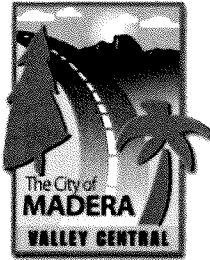
By 



**ATTACHMENT C
COMPENSATION FORMULA**

	FY 16/17 Amount
Proposed Operating Budget	845,250
Less: Estimated Total DAR Farebox	42,000
TOTAL DAR COSTS:	803,250
County Operating Reimbursement	514,883
County DAR Share @ 64.1%	
(based on County area passenger miles)	
County Section 5307 Allocation	257,442
(County Share of Apportionment \$338,823)	1
Reimbursement to City from County TDA	257,441
	2
Proposed Capital Budget	135,000
County Capital Reimbursement \$135,000 (1 bus) x 64.1% =	
County share (based on County area passenger miles)	86,535
County Section 5307 Allocation – 50%	43,268
Capital Reimbursement to City from County TDA	43,267
TOTAL COUNTY NON-CASH REIMBURSEMENT	300,710
TOTAL COUNTY CASH REIMBURSEMENT	300,708
TOTAL COUNTY FY16/17 REIMBURSEMENT	601,418

Note: Each City claim are to be based upon actual costs with equal amounts credited against FTA non-cash and cash reimbursements.
 1 Based on estimated 20.47% County share of urbanized area & estimated FTA apportionment.
 2 County to reimburse with State TDA or non-federal local match funds.



REPORT TO CITY COUNCIL

Council Meeting of September 7, 2016
Agenda Item Number B-12

Approved By

Department Director


City Administrator

SUBJECT: CONSIDERATION OF A RESOLUTION APPROVING AN AGREEMENT WITH RNL INTERPLAN, INC. FOR PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES TO THE CITY OF MADERA FOR CONSTRUCTION OF THE NEW TRANSIT OPERATIONS FACILITY PROJECT

RECOMMENDATION:

That the City Council approves Resolution No. 16-_____:

1. Approving the Agreement with RNL Interplan, Inc.
2. Authorizing the Mayor to execute the Agreement.

SUMMARY:

The Agreement with RNL Interplan, Inc. is for architectural and engineering design services to prepare construction plans and specifications for the New Transit Operations Facility and to provide construction administration services. The agreement amount is \$312,000 for design services and \$83,000 for construction management services. The agreement also includes \$20,000 for extra services with approval of the City Engineer for a total amount of \$415,000. Funding for project is included in the 2016/17 City Budget – Capital Improvement Program with Prop 1B - Public Transportation Modernization, Improvement and Service Enhancement Account (PTMISEA) funds.

Engineering

DISCUSSION:

The New Transit Operations Facility Project (the Project) is included in the adopted FY 2016/17 City Budget - Capital Improvement Program with \$2,141,000 of PTMISEA funds and \$300,000 of Federal Transportation Administration – Section 5307 funds. These funds are programmed for design and construction of the Project in the 2015 Federal Transportation Improvement Program approved by the Madera County Transportation Authority.

A Master Plan for a proposed Transit Operations/Public Works Facility was completed in May 2016. A space, personnel, and equipment needs assessment was performed with participation by Transit, Public Works, Fleet, Purchasing, and Engineering Departments. Ten site layout options were evaluated before the final site configuration was selected. Construction of the New Transit Operations Facility is Phase 1 of the proposed improvements.

The funding for the Project requires the facility to be designed to accommodate the expected growth for the next 20 years. The Project consists of constructing a 3,200 square foot building that includes staff offices, lobby/reception area, conference/training room, dispatch room, fare box room, break room, lockers, restrooms, storage room and data/communication room. The building will be designed in a manner to add 1,200 square feet in the future. The site will provide for the current 22 transit buses and for an additional 14 over the next 20 years. On-site parking is provided for current staff and future staff and for public visitors. A bus wash canopy is also included. This wash facility can be replaced with an automated wash bay when funds become available. The site will be fenced, have lighting and security features and landscaping.

A Request for Statement of Qualifications (SOQ) for Professional Architectural and Engineering Services was sent out statewide by A/E Consultants Information Network and by Integrated Marketing Systems. The SOQ was distributed to local engineering and architectural firms and posted on our web site. Proposals were received from twelve firms.

The Selection Committee consisting of Transit staff and Engineering staff reviewed, evaluated and ranked the proposals on the standard criteria listed in the SOQ, personnel qualifications and experience, similar project experience and project understanding & work plan. The required process of selection for a project of this size was ranking of the firms by qualifications and then negotiating a fair and equitable fee. The firm of RNL Interplan, Inc. received the highest ranking from each member of the selection committee. Engineering staff has negotiated an acceptable fee for the required architectural and engineering services.

The agreement with RNL Design includes five major tasks, (1) Concept Design, (2) Schematic Design (3) Design Development, (4) Construction Plans & Contract Documents and (5) Construction Administration. The design team consists of Architect Designers, Mechanical Engineers, Electrical Engineers, Civil Engineers, Land Surveyors, Geotechnical Engineers and Cost Estimators.

The total amount of the agreement is \$415,000 that includes \$244,000 for architectural design services, \$70,000 for architectural construction services, \$68,000 for civil engineering design services, \$13,000 for civil engineering construction services and \$20,000 for extra services with approval of the City Engineer.

The total Concept Budget for the Project, developed during the Master Plan phase, was \$2.7 to \$3.3 million. The budget for architectural and engineering services included in the total budget was \$500,000 to \$700,000.

FISCAL IMPACT:

There is no fiscal impact to the City's General Fund. The project is funded Federal and State funds that are included in the adopted FY 2016/17 City Budget.

The funding source used for the architectural and engineering design services and construction administration services is the Prop 1B – PTMISEA funds.

RESOLUTION NO. 16-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING AN AGREEMENT WITH RNL INTERPLAN, INC. FOR PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES TO THE CITY OF MADERA FOR CONSTRUCTION OF THE NEW TRANSIT OPERATIONS FACILITY PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

WHEREAS, the City of Madera has initiated the design phase for the construction of the new Transit Operations Facility (the Project); and

WHEREAS, the funding for design and construction of Phase 1 of the Project has been included in the 2016/17 Budget, Capital Improvement Program; and

WHEREAS, architectural and engineering services by a professional firm with transit facility design and construction experience is required to prepare construction plans for the Project; and

WHEREAS, RNL Interplan, Inc. has the professional skills and experience to perform the necessary services and City desires to retain RNL Interplan, Inc.; and

WHEREAS, the Agreement with RNL Interplan, Inc. for such professional architectural and engineering services is recommended for approval and a copy of such agreement is on file in the Office of the City Clerk.

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

1. The above recitals are true and correct.
2. The Agreement with RNL Interplan, Inc. for professional architectural and engineering services for an estimated amount of \$415,000, a copy of which is on file in the Office of the City Clerk and referred to for particulars, is hereby approved.
3. The Mayor is authorized to execute the Agreement.
4. This resolution is effective immediately upon adoption.

* * * * *

**AGREEMENT WITH RNL INTERPLAN, INC. FOR PROFESSIONAL
ARCHITECTURAL & ENGINEERING SERVICES TO THE CITY OF
MADERA FOR CONSTRUCTION OF THE NEW TRANSIT OPERATIONS
FACILITY PROJECT**

This Agreement made and entered into this ____ day of September, 2016 between the City of Madera, a municipal corporation of the State of California, hereinafter called “CITY”, and RNL Interplan, Inc., a California Corporation, dba RNL Design, located in Los Angeles, California, hereinafter called "ARCHITECT".

WITNESSETH

WHEREAS, CITY plans to construct a new Transit Operations Facility, hereinafter called “the Project”; and

WHEREAS, CITY needs the services of professional architectural and licensed engineering firms to provide design services to prepare the construction plans and provide construction administration services; and

WHEREAS, ARCHITECT and Sub-consultant licensed engineers have a thorough knowledge in the design and construction of transit operation facilities; and

WHEREAS, ARCHITECT and Sub-consultant licensed engineers are qualified to provide the required professional architectural design, civil engineering, building engineering and construction administrative services and CITY desires to hire ARCHITECT for such purposes.

NOW THEREFORE:

The parties hereto mutually agree as follows:

1. SERVICES OF ARCHITECT:

CITY hereby hires ARCHITECT to provide professional architectural and engineering services for the preparation of construction plans and specifications for the Project and to provide construction administration as set forth herein in connection with the Project.

2. SCOPE OF WORK:

ARCHITECT shall provide a team of architects and engineers for the Project to perform the services set forth in EXHIBIT A – ARCHITECTURAL SCOPE OF SERVICES AND DELIVERABLES and EXHIBIT B – CIVIL ENGINEERING SCOPE OF SERVICES AND DELIVERABLES, attached hereto and incorporated herein by reference. ARCHITECT shall comply with all CITY, STATE AND FEDERAL policies and procedures and funding requirements.

3. COMPENSATION

The ARCHITECT shall be reimbursed for actual costs of labor and expenses for Architectural & Engineering Design Services in an estimated amount of Two Hundred Forty-four Thousand Dollars (\$244,000) and for Architectural & Engineering Construction Administrative Services in an estimated amount of Seventy Thousand Dollars (\$70,000). The ARCHITECT shall also be reimbursed for actual costs of labor and expenses for Civil Engineering Design Services in an estimated amount of Sixty-eight Thousand Dollars (\$68,000) and for Civil Engineering Construction Administrative Services in an amount of Thirteen Thousand Dollars (\$13,000). The total estimated cost for Design Services is Three Hundred Fourteen Thousand Dollars (\$314,000) and the total estimated cost for Construction Administrative services is Eighty-one Thousand Dollars (\$81,000). The total of the above estimated cost items is Three Hundred Ninety-five Thousand Dollars (\$395,000). The reimbursement for actual costs shall be paid at the wage rates and itemized rates set forth in the ARCHITECT'S HOURLY RATES & FEE PROPOSAL EXHIBITS A-1, A-2, A-3, A-4, A-5 and B-1, attached hereto and incorporated herein by reference.

CITY and ARCHITECT agree that the hourly rates in the Hourly Rates & Fee Proposal Exhibits shall remain in full force and effect through June 30, 2018. It is understood and agreed by both parties that all expenses incidental to ARCHITECT'S performance of services and deliverables to be reimbursed are included in the fee proposals for labor and expenses. There shall be no compensation for any type of equipment lease or purchase.

4. COST PRINCIPLES AND PAYMENT:

ARCHITECT shall comply with Title 2 of the Code of Federal Regulations 225 (2 CFR 225), Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq. Also, compliance with the administrative requirements set forth in 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments is required. Every sub-recipient or sub-contractor to the ARCHITECT shall also comply with the administrative procedures in accordance with 49 CFR, Part 18.

Payments for all undisputed portions of each invoice as provided for hereunder shall be made within 30 days of receipt and approval of ARCHITECT'S monthly invoices for the work performed as specified herein. ARCHITECT'S invoice shall specify the billed hours and hourly rates for each

employee classification. A summary of costs to date for each component of the work shall accompany the invoice. This summary shall also estimate the percentage of the work completed for each component.

The Cost Proposal is subject to an audit or Certified Public Account (CPA) Indirect Cost (Overhead) Audit Work Review. The Cost Proposal shall be adjusted by the ARCHITECT and approved by the CITY to conform to the Workpaper Review recommendations or audit recommendations. The ARCHITECT agrees that the individual terms of cost identified in the audit report shall be incorporated into the Agreement by this reference if directed by the CITY at its sole discretion. Refusal by the ARCHITECT to incorporate the Workpaper Review recommendations or audit recommendations will be considered a breach of the Agreement terms and cause for termination of the Agreement.

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

ARCHITECT shall submit monthly invoices no later than 30 calendar days after the performance of work for which ARCHITECT is billing. Invoices shall follow the format included in the ARCHITECT'S cost proposal. Invoices shall include a detail of ARCHITECT'S and Sub-consultant engineering services related to the tasks listed in the ARCHITECT'S schedule. The final invoice shall be submitted within 60 days of the CITY'S acceptance of the Project. Invoices shall be mailed to the address listed in Section 25 of this Agreement.

5. EXTRA SERVICES:

Extra services not contemplated hereunder, as set forth in Exhibit A or for such services beyond the control of the CITY or ARCHITECT, may be specifically requested in writing by CITY or ARCHITECT. Upon mutual agreement of the requested extra services, ARCHITECT shall be compensated at the hourly rates in EXHIBIT "C", provided, however, the City Engineer's authority is limited to expenditures not to exceed an additional amount of \$20,000.

6. DOCUMENTATION & DELIVERABLES:

Upon completion and acceptance by the CITY of the architectural and engineering services provided for the project, ARCHITECT shall deliver the original documents, files, records drawings and other documents prepared for the project.

7. AUDITS, RECORDS AND INSPECTIONS ACCESS:

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

ARCHITECT 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. ARCHITECT shall permit the CITY, the STATE, the California State Auditor, or any duly authorized representative of the State to audit and inspect all invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to matters covered by this Agreement. ARCHITECT and Sub-consultant engineers shall retain all of these documents for a period of three (3) years after final payment to ARCHITECT.

8. LIABILITY INSURANCE:

ARCHITECT 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 the ARCHITECT, his agents, representatives, or employees.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG0001).

2. Insurance Service Office form number CA 0001 (Ed. 10/01) covering Automobile Liability, Code 1 (any auto).

3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

4. Errors and Omissions liability insurance appropriate to the consultant's profession. ARCHITECT'S coverage is to be endorsed to include contractual liability.

B. Minimum Limits of Insurance

ARCHITECT shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Insurance: \$1,000,000 per accident for bodily injury and property damage.

3. Worker's Compensation Insurance and Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

4. Professional Liability (Errors & Omissions): \$250,000 per claim and \$1,000,000 aggregate with a deductible not to exceed \$75,000, except that a higher deductible may be approved with appropriate documentation acceptable to the City's Risk Manager.

C. Deductibles and Self Insured Retentions

Any deductibles or self insured retentions must be declared to and approved by the CITY. At the option of the CITY, either: the insurer shall reduce or eliminate such deductibles or self insured retentions as respects the CITY, its officers, officials, employees, and designated volunteers; or the ARCHITECT shall provide a financial guarantee satisfactory to the CITY guaranteeing payment of losses and related investigations, claim administration and defense expense.

D. Other Insurance Provisions

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees and designated volunteers are to be covered as additional insureds as respects to liability arising out of work or operations performed by or on behalf of the ARCHITECT including materials, parts or equipment furnished in connection

with such work or operations or automobiles owned, leased, hired or borrowed by the ARCHITECT. General liability coverage shall be provided with the following endorsement forms: 1) CG 20 10 and 2) a CG 20 37 or substitute forms with equivalent language and coverage.

2. For any claims related to this project, the ARCHITECT'S insurance coverage shall be primary insurance as respects the CITY, its officers, officials, employees and designated volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees or designated volunteers shall be excess of the ARCHITECT'S insurance and shall not contribute to it.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the CITY.

4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where as agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

E. Acceptability of Insurers

ARCHITECT shall furnish the CITY with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the CITY or on other than the CITY'S forms provided those endorsements conform to CITY requirements. All certificates and endorsements are to be received and approved by the CITY before work commences. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

9. OWNERSHIP OF DOCUMENTS:

The responsible Professional Architect or Engineer shall stamp and sign all final documents and reports and other Engineering reports furnished by ARCHITECT and, where appropriate, indicate their registration number.

If the Agreement is terminated at any time, the ARCHITECT shall submit all project related documents, deliverables and correspondence whether in complete form, draft form or in progress. These items will become the sole property of the CITY which may use them without restriction or limitation of their use to complete the Project.

Upon completion and acceptance of the Project, all documents required in performing services under this Agreement shall, be submitted to, and will automatically be vested as the sole property of CITY and no further agreement will be necessary to transfer ownership to the CITY.

Reuse of documents for any purpose other than as intended under this Agreement shall be at CITY'S sole risk. CITY shall indemnify ARCHITECT for any damages incurred as a result of such reuse, including use of incomplete documents.

10. CONFIDENTIALITY OF DATA:

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

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

11. TIME OF COMPLETION:

A. Based on a Notice to Proceed date of September 19, 2016, ARCHITECT'S architectural and engineering services to complete the final construction plans and specifications ready to advertise for bids, shall be completed by June 30, 2017. This agreement shall expire on June 30, 2018 unless extended by mutual written consent.

12. TERMINATION OF AGREEMENT:

A. This agreement may be terminated at any time by either party upon thirty (30) calendar days written notice. In the event the Agreement is terminated by either party,

ARCHITECT 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 Engineer to wind up the work performed to date of termination.

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

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

In no event shall any payment by CITY or acceptance by ARCHITECT 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 ARCHITECT the repayment to CITY of any funds disbursed to ARCHITECT 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 ARCHITECT for approval to the end that there will be no significant delays in ARCHITECT'S program of work. An approval, authorization or request to ARCHITECT 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:

ARCHITECT shall defend and indemnify the CITY, its officers, officials, employees and designated volunteers for claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the ARCHITECT, its officers, sub-consultants, agents, employees or contractors, in performing or failing to perform any work, services or functions under this Agreement.

15. RESPONSIBILITY FOR OTHERS:

ARCHITECT shall be responsible to CITY for its services and the services of its sub consultants. ARCHITECT 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:

ARCHITECT shall be obligated to comply with applicable standards of professional care in the performance of the Architecture and Engineering Services.

17. PARTIES BOUND BY AGREEMENT:

This Agreement shall be binding upon CITY, ARCHITECT, and their successors in interest, legal representatives, executors, administrators and assigns with respect to all covenants as set forth herein. ARCHITECT shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to the Agreement shall be subcontracted, assign, or transfer any of the work except that which is expressly identified in the approved Exhibits A-1, A-2, A-3, A-4, A-5 and B-1 HOURLY RATE & FEE PROPOSAL, attached hereto 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 ARCHITECT under this Agreement, it is mutually understood and agreed that ARCHITECT, including any and all of ARCHITECT'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 ARCHITECT shall perform its work and function. However, CITY shall retain the right to administer this Agreement so as to verify that ARCHITECT is performing its obligations in accordance with the terms and conditions hereof. ARCHITECT 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, ARCHITECT shall have absolutely no right to employment rights and benefits available to CITY employees. ARCHITECT shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. In addition, ARCHITECT shall be solely responsible and hold CITY harmless from all matters relating to payment of ARCHITECT'S employees, including compliance with Social Security, withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement ARCHITECT may be providing services to others unrelated to CITY or to this Agreement.

21. CONFLICT OF INTEREST

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

The ARCHITECT hereby certifies that neither the ARCHITECT, its employees, nor any firm affiliated with the ARCHITECT providing services on this Project, prepared the Plans, Specification, and Estimates for any construction contract included within the Agreement. An

affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise. The ARCHITECT further certifies that neither the ARCHITECT, nor any firm affiliated with the ARCHITECT, will bid on any construction subcontracts included within the construction contract. Additionally, ARCHITECT certifies that no person working under this Agreement is also employed by the construction contractor for any project included within this Agreement.

22. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

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

23. 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.

24. AMENDMENTS:

Any changes to this Agreement requested either by CITY or ARCHITECT 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.

25. COMPLIANCE WITH LAWS AND WAGE RATES:

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

with prevailing wages and their payment in accordance with California Labor Code, Section 1775. ARCHITECT 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.

26. ARCHITECT'S LEGAL AUTHORITY:

Each individual executing or attesting this Agreement on behalf of ARCHITECT 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 ARCHITECT is a duly organized and legally existing corporation in good standing in the State of California

27. 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 of personal service, when deposited in the United States mail, first class postage prepaid, addressed as follows:

CITY OF MADERA

205 W. 4th Street

Madera, CA 93637

Attn: Keith B. Helmuth P.E.

City Engineer

RNL INTERPLAN, INC.

523 West 6th Street, Suite 1200

Los Angeles, CA 90014

Attn: Patrick M. McKelvey, AIA

Senior Principal.

28. COVENANT AGAINST CONTINGENT FEES

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

29. SOLE AGREEMENT:

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

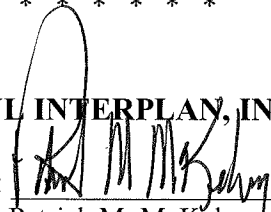
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

* * * * *

CITY OF MADERA

By: _____
Robert L Poythress, Mayor

RNL INTERPLAN, INC.

By:  _____
Patrick M. McKelvey, Senior Principal
95.4231001
Taxpayer I.D. Number

APPROVED AS TO FORM:

By: _____
Brent Richardson, City Attorney

ATTEST:

By: _____
Sonia Alvarez, City Clerk

ATTACHMENTS

EXHIBIT A **ARCHITECTURAL SCOPE OF SERVICES AND DELIVERABLES**

EXHIBITS A-1, A-2, A-3, A-4 & A-5 **HOURLY RATES & FEE PROPOSALS FOR ESTIMATED ACTUAL COSTS**

EXHIBIT B **CIVIL ENGINEERING SCOPE OF SERVICES & DELIVERABLES**

EXHIBIT B-1 **HOURLY RATES & FEE PROPOSAL FOR ESTIMATED ACTUAL COSTS**

PROJECT UNDERSTANDING

The City of Madera is in the process of design and construction of its Transit Operations Facility on 411" x 311" parcel site 460' north of West Will Street. The existing Transit administration/operations and bus parking is located at 121 North E Street. The Transit department is in need to relocate to accommodate the growth in service and to improve its facilities. The Transit relocation will be the first phase of a multi-phased project to the West Will Street site.

In 2014, The City commissioned RNL to conduct a programming and planning exercise to determine the required facilities and the optimal configuration of the consolidated facility. This study culminated in the City of Madera Public Works and Transit Facility Master Plan dated January 2016.

The Transit Facility will consist of an administration/operations building of 3,200 sf, plus provision for on grade parking of staff/transit vehicles and buses. The office building will be a single story structure including offices, training room, drivers' room and restrooms/lockers. It is planned that the Transit office building would be expanded to 4400 SF in the future. This initial phase will also include site development of access drive, utilities (sized to accommodate future phases as budget permits), staff parking, bus parking, bus wash, site fencing, gates, security, drainage, lighting, landscaping, and Madera Irrigation District Canal to underground pipeline conversion.

SCOPE of SERVICES

TASK A - VERIFY TRANSIT FACILITY MASTER PLAN & NEEDS ASSESSMENT

Space Needs Program Verification and verify Site Master Plan

- Review and verify that the staff and vehicle needs have not materially changed since the master plan was completed.
 - Review and verify that all elements of the first phase for the Transit Facility are appropriate for the current project and the future site development. We will conduct one site master planning workshop with key staff to verify the program projections and the site plan.

Summary Report & Recommendations

- Prepare final report in draft form summarizing the process, including the verified program and site plan for review by the City, incorporate comments and finalize the report.

Prepare Topographic and Property Survey and Geotechnical Investigation

- Conduct a detailed topographic survey for preparing profile grades and a site grading plan for the 411' x 311' site and for the proposed MID pipeline between the existing pipeline and the east property line. Conduct a property survey to establish the 60' right of way for the access street.
- Conduct a geotechnical investigation of the existing site to include R-Values for pavement structural sections for the access street and parking areas, soil analysis for trench excavation and backfill of the proposed MID pipeline and earth load bearing values for the building.

Task A Deliverables:

- *Verified Space Needs Program*
- *Verified Site Master Plan*
- *Summary Report*
- *Topographic Survey and Property Lines*
- *Geotechnical Investigation technical reports and structural recommendations*

TASK B – CONCEPTUAL FACILITY DESIGN

Develop Conceptual Design Drawings

- RNL will analyze applicable codes and ordinances to determine items including zoning requirement, building code requirements, easements, ingress/egress requirements, fire/life safety requirements, parking requirements, accessibility requirements, sustainability/LEED/Calgreen requirements, utility requirements, landscaping requirements and water conservation requirements.
- Based upon the results of Task A, the RNL Team will develop a conceptual design for the 3200 SF Transit Facility and Bus Wash Canopy. The RNL team will conduct a design charrette to develop the concept design for the facility to meet the Transit needs, with additional 1200 SF phase for future build-out if appropriate. The concept design drawings will be produced in Revit/BIM and will feature all required facilities including office building, staff parking, Transit support vehicle parking and bus parking.

Task B Deliverables:

- *Zoning and Code analysis report*
- *Concept Design Drawings*

TASK C – SCHEMATIC DESIGN

Develop Schematic Design Documents

- Based upon the approval of Task B, the RNL team will develop three schematic design options with options for structural systems. RNL will incorporate the city's design feedback to produce schematic design documents, including dimensioned drawings and initial outline specifications for the Transit Facility. The schematic design drawings will be produced in Revit/BIM and will feature all required facilities including office building, staff parking, Transit support vehicle parking and bus parking including paving and foundation requirements, vehicle travel lanes, turning patterns, access driveway, MID pipeline, site drainage plan, and communications and data narratives compatible with City's systems.

Prepare Professional Perspective Rendering

- RNL will prepare three rendered perspective options before incorporating the City's feedback and finalizing the design of the project. The rendering will be provided in both large printed and electronic formats.

LEED/Sustainability

- Prepare LEED checklist and confirm sustainability strategies with the City.

Cost Estimate

- Prepare estimate of potential construction cost based on the Schematic Design documents.

Project Review

- Conduct review with the City of the Schematic Design documents.

Task C Deliverables:

- *Basis of Design Narratives*
- *Schematic Design Drawings*
- *Renderings*
- *LEED/Sustainability Checklist and Strategy*
- *Cost Estimate*

TASK D – DESIGN DEVELOPMENT

Design Development Drawings

- Based upon approval of Task C, the RNL team will develop the Design Development drawings for all proposed improvements. The drawings will be produced in Revit/BIM and will include civil, architectural (including site plan, floor plans, roof plan, exterior and interior elevations, building sections, finish plans, door and window schedules, and updated exterior renderings), structural, mechanical, electrical, plumbing, lighting and landscape disciplines. Drawings will conform to any required City standards (i.e. 24x36 format).

Outline Specifications

- Outline specifications, which will be developed in a CSI format, will be prepared for each discipline, including civil, architectural, structural, mechanical, electrical, plumbing, lighting and landscaping.

Material/Color Boards

- Material/color boards will be prepared for interior and exterior materials and finishes, such as roofing, glazing, paint colors, floor and wall materials, millwork, and door and window frames, with actual material samples large enough to see overall character.

Updated Cost Estimate

- Update estimate of potential construction cost based upon the completed Design Development set of documents.

Project Review

- Conduct review with the City of the Design Development documents.

Task D Deliverables:

- 30% Design Development Drawings
- 60% Design Development Drawings
- Outline Specifications
- Material and Color Boards
- Cost Estimate

TASK E – FINAL DESIGN

Construction Documents

- Based upon approval of Task D, the RNL Team will prepare the construction drawings and specifications, which will be used for bidding, permitting and construction. These drawings will be produced in Revit/BIM.

Specifications

- Prepare Project Manual which will include General Conditions of the Contract from the City, Supplemental Conditions, and Technical Specifications in CSI format.

Update Final Cost Estimate

- Prepare a final updated cost estimate based on completed Construction Documents.

Submit for City Plan Check

- Submit Permit Application and Construction Documents and Site Grading Plan to City of Madera for plan check.
- Review and respond to comments from City plan check and incorporate for final permit.

Deliverables:

- Construction Drawings (Final Design)
- Specifications
- Final Cost Estimate
- City Plan Check Application & Comment responses

TASK F – BIDDING & AWARD

After completion of Task E Final Design, the RNL team will provide the following services:

Bidding

- Assist the City in preparing the necessary bidding documents including Instruction to Bidders and Bid forms, incorporating your standard bidding requirements.
- Answer questions of the bidders during the bid period
- Review requests for "or equal"
- Issue clarifications and addenda as required
- Assist the City in reviewing bids and providing recommendations

TASK G – CONSTRUCTION ADMINISTRATION & PROJECT CLOSEOUT

Construction Administration

- The RNL team will conduct regular bi-weekly site observations to monitor the progress, quality of the work and conformance to all contract documents, and will prepare written construction observation reports for each site observation made. In addition, our on-site field observer will work collaboratively with the General Contractor to identify and resolve issues in the field and document them accordingly.
- All engineering consultants will make periodic site visits and prepare and submit a field observation report noting the progress of the work and any observed deficiencies, which must be corrected.
- Participate in monthly construction coordination meetings in conjunction with the City and the Contractor.
- Provide normal and reasonable interpretations and clarifications to the Contractor, including responding to Requests for Information (RFIs).
- Review shop drawings and submittals, which will include receiving, reviewing, and taking appropriate action on required submittals made by the Contractor including shop drawings, material samples, mix designs, product brochures and literature, etc.
- Conduct a "punch list" walk-through of the building. The "punch list" will identify all work items, which must be corrected or completed.
- Conduct an 11-month Warranty Review.
- Prepare as-built record drawings.

EXCLUSIONS

- *CEQA documents*
- *Environmental Testing*
- *Conditional Use Permits*
- *Public Hearings / Community Engagement/Outreach*
- *Pre-Qualification of General Contractors*

"EXHIBIT A-1"

City of Madera
Transit Facility
Madera, California

Projected Hours
Summary

Date: 26-Aug-16

Company: RNL Team - Building Scope of Work

Architecture, Interior, Landscape, Lighting, Structural,
MEP, Cost Estimating

Discipline:

LABOR	Project Management / Architecture / Interior Design / Landscape / Lighting		Miyamoto Structural		Glumac MEP		Jacobus & Yuang Cost Estimating		Krazan Associates Geotechnical Report		Total Hours/Professional Fee	
	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee
	TASKS											
Task A Facility Master Plan Review	48	\$ 6,160.00	0	\$ -	6	\$ 1,250.00	0	\$ -	0	\$ 4,100.00	54	\$11,510.00
Task B Conceptual Facility Design	120	\$ 18,610.00	4	\$ 1,120.00	4	\$ 800.00	0	\$ -	0	\$ -	128	\$20,530.00
Task C Schematic Design	161	\$ 23,855.00	16	\$ 4,280.00	100	\$ 17,180.00	33	\$ 3,524.75	0	\$ -	310	\$48,839.75
Task D Design Development	245	\$ 32,560.00	66	\$ 9,800.00	75	\$ 12,980.00	68	\$ 7,279.75	0	\$ -	454	\$62,619.75
Task E Final Design	348	\$ 45,580.00	72	\$ 10,640.00	139	\$ 21,166.00	55	\$ 5,890.00	0	\$ -	614	\$83,276.00
Task F Bid/Award	41	\$ 5,770.00	4	\$ 660.00	12	\$ 1,920.00	0	\$ -	0	\$ -	57	\$8,350.00
Task G Construction Administration	260	\$ 34,130.00	70	\$ 11,020.00	94	\$ 15,420.00	0	\$ -	0	\$ -	424	\$60,570.00
Totals	1223	\$166,665.00	232	\$37,520.00	430	\$70,716.00	156	\$16,694.50	0	\$4,100.00	2041	\$295,695.50
EXPENSES												
Other-Define		\$ -										
Mileage		\$ 7,808.80										
Airfare		\$ 650.00										
Per Diem		\$ 3,840.00										
Car Rental		\$ -										
Parking		\$ 150.00										
Printing		\$ 4,380.00										
Postage		\$ 150.00										
Total		\$ 16,978.80										

\$312,674.30

"EXHIBIT A-2"

City of Madera
Transit Facility
Madera, California

Projected Hours
Summary

Date: 19-Aug-16

Company: RNL
Discipline: Project Management/Architecture/Interior Design

LABOR	Principal	Proj Manager	Proj Designer	Project Architect	Architect	Specs/QA/QC	Landscape Architect	Lighting Designer	Interior Designer	Total Hours/Professional Fee	
	Rate: \$250.00	Rate: \$130.00	Rate: \$165.00	Rate: \$ 135.00	Rate: \$110.00	Rate: \$150.00	Rate: \$125.00	Rate: \$135.00	Rate: \$125.00	Hours	Fee
TASKS	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Fee
Task A Facility Master Plan Review	2	30			16					48	\$ 6,160.00
Task B Conceptual Facility Design	14	4	30	60			4	4	4	120	\$ 18,610.00
Task C Schematic Design	14	36	48	22	26		5	5	5	161	\$ 23,855.00
Task D Design Development	5	74	12	48	28	8	30	20	20	245	\$ 32,560.00
Task E Final Design	6	58	4	64	80	48	40	24	24	348	\$ 45,580.00
Task F Bid/Award	3	16	2	12	2		2	2	2	41	\$ 5,770.00
Task G CA & Project Closeout	14	26		80	80		30	15	15	260	\$ 34,130.00
Totals	58	244	96	286	232	56	111	70	70	1223	\$ 166,665.00
EXPENSES											
Other-Define	\$ -										
Mileage	\$ 6,058.80										
Airfare	\$ -										
Per Diem	\$ 3,600.00										
Car Rental	\$ -										
Parking	\$ 150.00										
Printing	\$ 4,180.00										
Postage	\$ 150.00										
Total	\$ 14,138.80										
	\$ 14,500	\$31,720	\$15,840	\$ 38,610	\$25,520	\$ 8,400	\$13,875	\$ 9,450	\$ 8,750		\$ 166,665.00
											\$ 180,803.80

"EXHIBIT A-3"

City of Madera
 Transit Facility
 Madera, California

Projected Hours
 Summary
 Date: 19-Aug-16

Company: Miyamoto
 Discipline: Structural

LABOR	Principal	Proj Manager	Proj Engr	Sr. CAD Designer	CAD Designer	Admin		Total Hours/Professional Fee	
	Rate: \$280.00 Hours	Rate: \$180.00 Hours	Rate: \$150.00 Hours	Rate: \$130.00 Hours	Rate: \$120.00 Hours	Rate: \$ 70.00 Hours	Rate: \$ 1.00 Hours	Hours	Fee
Task A Facility Master Plan Review								0	\$ -
Task B Conceptual Facility Design	4							4	\$ 1,120.00
Task C Schematic Design	14	2						16	\$ 4,280.00
Task D Design Development		18	16	32				66	\$ 9,800.00
Task E Final Design		16	24	32				72	\$ 10,640.00
Task F Bid/Award		2	2					4	\$ 660.00
Task G Construction Administration		20	46	4				70	\$ 11,020.00
Totals	18	58	88	68	0	0	0	232	\$ 37,520.00
EXPENSES	\$ 5,040	\$ 10,440	\$ 13,200	\$ 8,840	\$ -	\$ -	\$ -		\$ 37,520.00
Other-Define									\$ -
Mileage 3240									\$ 1,750.00
Airfare									\$ -
Per Diem 12x20									\$ 240.00
Car Rental									\$ -
Parking									\$ -
Printing (non-inhouse)									\$ 200.00
Postage									\$ -
Total									\$ 2,190.00

nine car trips (3 from LA, six from Sac) twelve meals total calculations for submittal assume all submittals are delivered electronically	includes one site visit from LA staff (12 hrs) includes two site visits from Sac staff (16 hrs) includes four site visits from Sac staff (32 hrs)
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\$ 39,710.00

"EXHIBIT A-4"

City of Madera
 Transit Facility
 Madera, California

Projected Hours
 Summary

Date: 26 June 2016

Company: Giumac
 Discipline: MEP

LABOR	Principal	Senior Engineer	Mechanical Engineer	Electrical Engineer	Plumbing Engineer	Energy	Drafter	Clerical	Total Hours/Professional Fee	
	Rate: \$250.00	Rate: \$200.00	Rate: \$160.00	Rate: \$160.00	Rate: \$160.00	Rate: \$125.00	Rate: \$ 1.00	Rate: \$ 75.00	Hours	Fee
TASKS	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Fee
Task A Facility Master Plan Review	1	5	0	0	0	0	0	0	6	\$ 1,250.00
Task B Conceptual Facility Design	0	4	0	0	0	0	0	0	4	\$ 800.00
Task C Schematic Design	2	25	29	30	14	0	0	0	100	\$ 17,180.00
Task D Design Development	2	20	21	21	11	0	0	0	75	\$ 12,980.00
Task E Final Design	7	55	18	18	9	0	16	16	139	\$ 21,166.00
Task F Bid/Award	0	0	5	5	2	0	0	0	12	\$ 1,920.00
Task G CA & Project Close Out	0	54	5	5	2	12	0	16	94	\$ 15,420.00
Totals	12	163	78	79	38	12	16	32	430	\$ 70,716.00
EXPENSES	\$ 3,000	\$ 32,600	\$ 12,480	\$ 12,640	\$ 6,080	\$ 1,500	\$ 16	\$ 2,400		\$ 70,716.00
Other-Define	\$ -									
Mileage	\$ -									
Airfare	\$ 650.00									
Per Diem										
Car Rental										
Parking	\$ -									
Printing	\$ -									
Postage	\$ -									
Total	\$ 650.00									\$ 71,366.00

"EXHIBIT A-5"

City of Madera
Transit Facility
Madera, California

Projected Hours
Summary

Date: 25 August 2016

Company: JYI
Discipline: Cost Estimating

LABOR	Principal	Senior Estimator	Estimator	Clerical				Total Hours/Professional Fee	
	Rate: \$152.25	Rate: \$103.00	Rate: \$ 78.75	Rate: \$ 1.00	Rate: \$ 1.00	Rate: \$ 1.00	Rate: \$ 1.00	Hours	Fee
TASKS	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Fee
Task A Facility Master Plan Review								0	\$ -
Task B Conceptual Facility Design								0	\$ -
Task C Schematic Design	6.00	20.00	7.00					33	\$ 3,525
Task D Design Development	12.00	43.00	13.00					68	\$ 7,280
Task E Final Design	10.00	34.00	11.00					55	\$ 5,890
Task F Bid/Award								0	\$ -
Task G Construction Administration								0	\$ -
Task H Project Close Out								0	\$ -
Totals	28	97	31	0	0	0	0	156	\$ 16,695
EXPENSES									
Other-Define	\$	-							
Mileage	\$	-							
Airfare	\$	-							
Per Diem	\$	-							
Car Rental	\$	-							
Parking	\$	-							
Printing (non-inhouse)	\$	-							
Postage	\$	-							
Total	\$	-							

\$ 16,695

City of Madera
Transit Operations Site Development, Phase 1
Civil Engineering Scope of Work
August 29, 2016

TASK A - VERIFY FACILITY MASTER PLAN & NEEDS ASSESSMENT

Project and Contract Administration

Verify Site Master Plan with RNL

Provide Civil Engineering input to Summary Report & Recommendations

Conduct Site Utility Research

Review property Preliminary Title Report

Complete Boundary/Topographic Survey of the Phase 1 area, and prepare project survey base map. We expect to recover recently set property corners for the City's parcel from the recently recorded Freedom Subdivision. If corners are not recovered, we will notify the City.

TASK B – CONCEPTUAL FACILITY DESIGN

Develop Concept Grading and Drainage Plan for Phase 1 development area, while also considering how this grading will implement logical expansion of site development of the balance of the property.

Develop Concept Site Utility Plan for Entire Site. We expect that this project will extend water, sewer, and storm drain mains from W. Will Street to the Phase 1 area, but all utilities will be sized to serve the entire City property. Sewer and storm drain will be extended to the site at minimum slope for the purpose of maximizing ability to serve as much of the site as possible through gravity laterals.

Attend Concept Facility Design Review Charette with RNL and City staff.

TASK C – SCHEMATIC DESIGN

Develop Schematic Design Narrative and Plans for civil engineering tasks, which include the following:

1. MID Canal Undergrounding Plan

2. Grading, Drainage and Paving Plan
3. Site & Access Street Utility Plan

LEED/Sustainability

Review and Input to Cost Estimate

Project Schematic Design review meeting with RNL and City staff

TASK D – DESIGN DEVELOPMENT

Design Development Drawings 30%

Design Development Drawings 60%

Design Development Drawings 100%

Outline Specifications

Review and Input to Cost Estimate

Project Design Development review meeting with RNL and City staff

TASK E – FINAL DESIGN

Construction Documents

Civil Cover Sheet

Existing Topography

Horizontal Control Plan

MID Canal Plan for Phase 1 area only

Grading, Drainage and Paving Plan for site and access road

Site Utility Plan for site and access road

Utility Main Plan and Profile

Details

Specifications

Review and Input on Final Cost Estimate

Submit for City Plan Check

Submit for MID Plan Check/Easement Agreement Administration

Complete Back Check Process for Plan approval

TASK F – BIDDING & AWARD

Respond to Bid period RFIs

Prepare Clarifications/Addenda

Assist in reviewing bids

TASK G – CONSTRUCTION ADMINISTRATION & PROJECT CLOSEOUT

Provide on-call Construction Administration

Review civil engineering related RFIs and Submittals (assume approximately 12 each)

Attend up to 4 Field Review (4 trips)

Participate in monthly update tele-conference, if civil engineering items are on the agenda

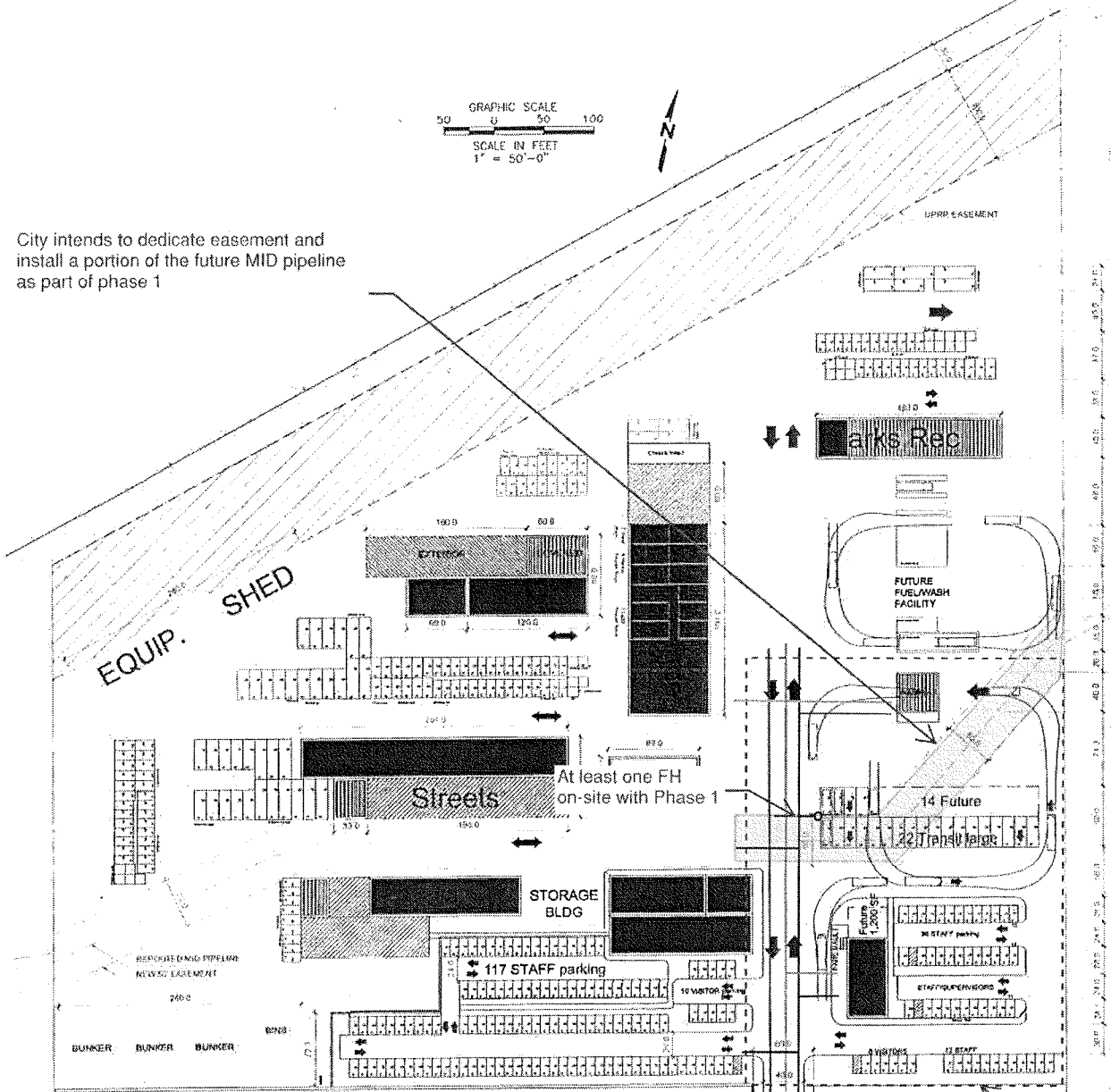
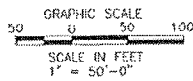
Attend project Punch List Walk

Conduct an As-Grade Survey of the constructed improvements. Prepare As-Grade Record Plan and submit to the City to close out the Grading Permit.

Assumptions:

1. Will complete detailed topographic and boundary survey of the Phase 1 area and access road alignment. This survey will supplement previous topographic survey completed in December 2014
2. MID canal undergrounding and easement relocation will be required under Phase 1 only with this project.
3. An Indirect Source Rule (ISR) application will not be required, as the 3,200 sf office building falls below SJVAPCD Rule 9510 thresholds.
4. Construction Inspection or Staking are not included.
5. Technical "book" specifications will be included. These specification will include a section that requires the contractor to prepare, process, implement and maintain a project SWPPP.
6. Geotechnical Subsurface Investigation and soils testing will be completed by others.
7. An ALTA Survey is not required. However, a Preliminary Title Report will be required from the owner.

City intends to dedicate easement and install a portion of the future MID pipeline as part of phase 1



As part of any future development of the site, City should consider easement over adjacent property in order to provide a secondary water main for on-site fire system redundancy.

- LEC Why not plan for gate to be closer to Street, otherwise will need to provide a turn-around bulb-out if vehicles come to site and gate is locked or they are denied entrance.
- Covered Areas
- Exterior Areas
- Electrical Engineer should include site lighting for this access drive aisle

Chain link perimeter fence

Site civil design to include extension of water, sewer and storm drain mains through the boundary of Phase 1 from W. Will Street. Pipe sizes will be based on master plan utility demand for build-out of the entire site.

W. Will Street

PE/ENTRY ONLY
TRUCKS/ENTRY ONLY
STAFF EXIT ONLY

Phase 1. Transit Operations Only

The direction from the City of Madera was that any Masterplan Concept should begin with re-locating the current Transit Operations onto the site first. Due to funding, they would be the only department initially, so the Phase 1 layout must allow them to accommodate the Transit Operations for the next 15 years. The layout below and Conceptual Plan illustrates the appropriate size that would allow Transit to re-locate today while allowing for future growth.

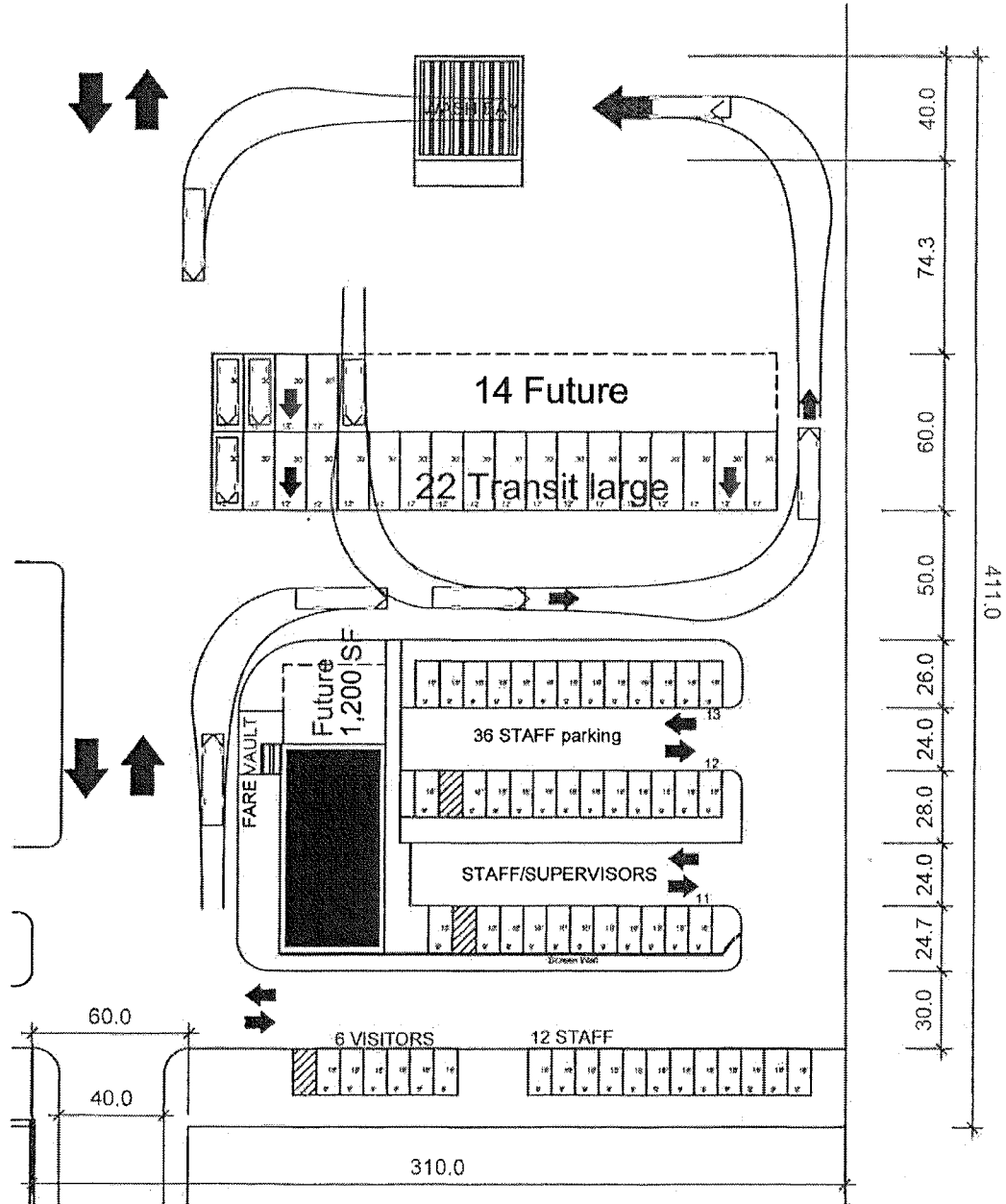
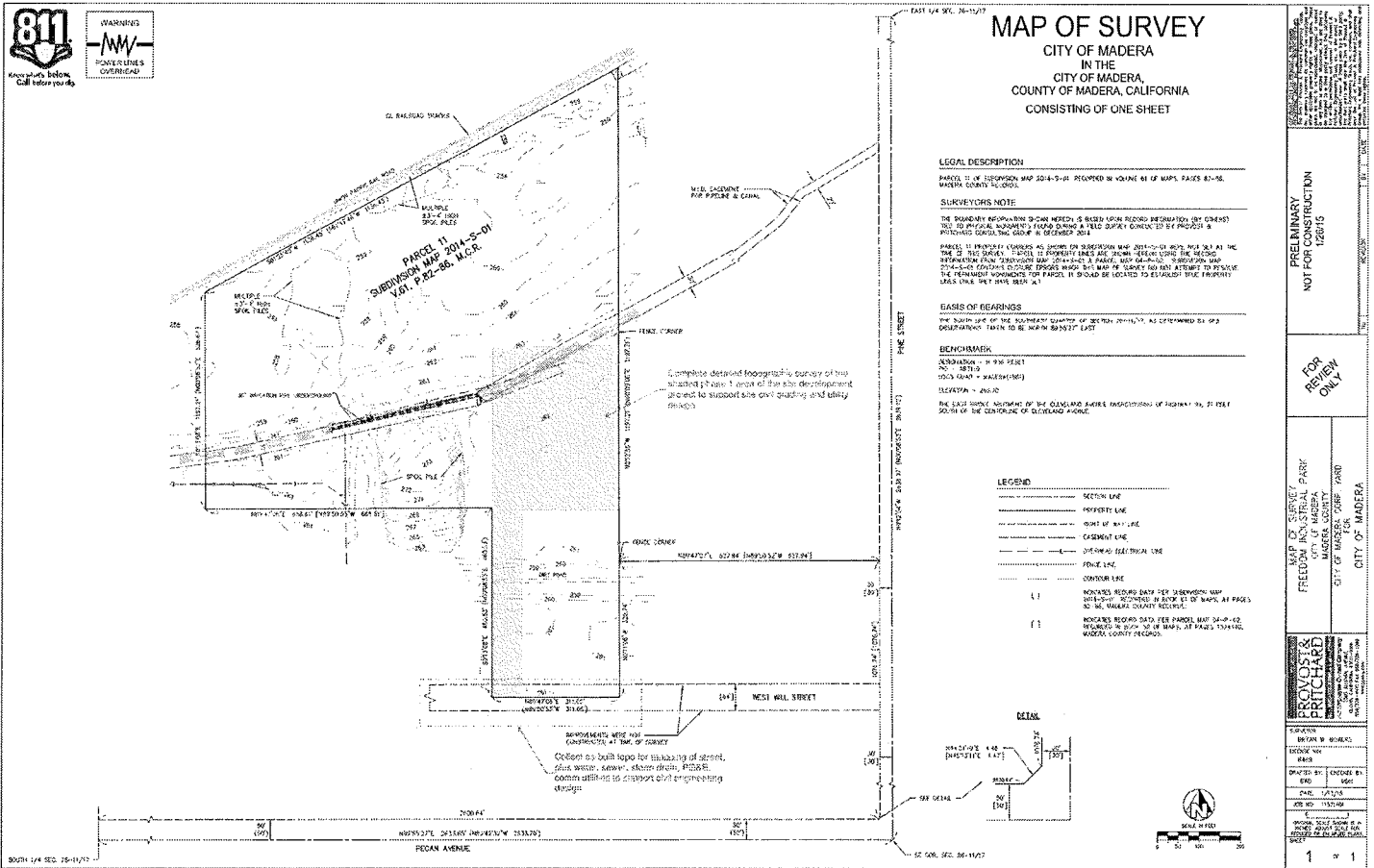


Exhibit B

EXHIBIT B



"EXHIBIT B-1"

City of Madera
 Transit Facility
 Madera, California

Projected Hours
 Summary
 Date: 25 AUG 2016

Company: Provost & Pritchard
 Discipline: Civil/Survey

Assumptions: Will complete detailed Topo and boundary survey to supplement previous topo survey completed in December 2014
 MID canal undergrounding and easement relocation will be required under Phase 1 only with this project.
 ISR will not be required, as the 3,200 sf office building falls below Rule 9510 thresholds
 Construction Inspection or Staking are not included
 Technical "book" specifications will be required. This will include a Specification SWPPP, which will outline requirements for contractor to prepare and implement a SWPPP
 Geotechnical soils testing by others
 An ALTA Survey is not required. However, a Preliminary Title Report will be required from the owner.

LABOR	Principal	Senior Engineer Project Manager	Associate Engineer	Technican	1-man Survey Crew	Survey Tech	Admin Staff	Surveyor	Hours/Professional Fee	
	Rate: \$ 170	Rate: \$ 135	Rate: \$ 117	Rate: \$ 95	Rate: \$ 210	Rate: \$ 100	Rate: \$ 75	Rate: \$ 135	Hours	Fee
TASKS	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Fee
Task A Facility Master Plan Review	12		18	20	16	16	10	8	100	\$ 12,836.00
Task B Conceptual Facility Design	4		18	28					50	\$ 5,446.00
Task C Schematic Design	8	10	24	40					82	\$ 9,318.00
Task D Design Development	8	16	40	100					164	\$ 17,700.00
Task E Final Design	16	16	32	120			10	2	196	\$ 21,044.00
Task F Bid/Award	4	8	4						16	\$ 2,228.00
Task G Construction Administration	10		70	6	8	4			98	\$ 12,540.00
Totals	62	50	206	314	24	20	20	10	706	\$ 81,112.00
EXPENSES										
Other-Define	\$	-								
Mileage	\$	270.00								
Airfare										
Per Diem										
Car Rental	\$	-								
Parking	\$	-								
Printing	\$	250.00								
Postage	\$	-								
Total	\$	520.00								

\$ 81,632.00

“EXHIBIT C”

Schedule of Hourly Rates

RNL

Principal	\$250.00/hour
Project Manager	\$130.00/hour
Project Designer	\$165.00/hour
Project Architect	\$135.00/hour
Architect	\$110.00/hour
Specs/QA/QC	\$150.00/hour
Landscape Architect	\$125.00/hour
Lighting Designer	\$135.00/hour
Interior Designer	\$125.00/hour

Miyamoto Engineers

Principal	\$280.00/hour
Project Manager	\$180.00/hour
Project Engineer	\$150.00/hour
Sr. CAD Designer	\$130.00/hour
CAD Designer	\$120.00/hour
Admin	\$70.00/hour

Glumac Engineers

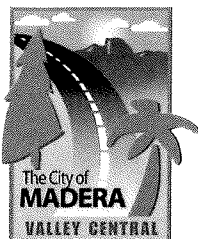
Principal	\$250.00/hour
Senior Engineer	\$200.00/hour
Mechanical Engineer	\$160.00/hour
Electrical Engineer	\$160.00/hour
Plumbing Engineer	\$160.00/hour
Energy	\$125.00/hour
Drafter	\$100.00/hour
Clerical	\$75.00/hour

Jacobus & Yuang

Principal	\$152.25/hour
Senior Estimator	\$103.00/hour
Estimator	\$78.75/hour

Provost & Pritchard Engineers

Principal	\$170.00/hour
Sr Engineer/Proj Mgr	\$135.00/hour
Associate Engineer	\$117.00/hour
Technician	\$95.00/hour
1 Man Survey Crew	\$210.00/hour
Survey Tech	\$100.00/hour
Admin Staff	\$75.00/hour
Surveyor	\$135.00/hour



REPORT TO CITY COUNCIL

[Return to Agenda](#)


Council Meeting of: September 7, 2016

Agenda Number: B-13

Approved by:



Department Director



City Administrator

SUBJECT:

APPROVAL OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING AN AGREEMENT BETWEEN THE CITY OF MADERA AND THALES CONSULTING, INC. TO PREPARE AND FILE THE CITY'S FINANCIAL TRANSACTIONS REPORT, THE FINANCING AUTHORITY SPECIAL DISTRICT REPORT, AND THE ANNUAL TRANSIT REPORT FOR FY 15/16 AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

RECOMMENDATION:

Staff recommends that the City Council of the City of Madera adopt the resolution approving the agreement between the City and Thales Consulting, Inc. and authorizing the Mayor to execute the agreement.

DISCUSSION/BACKGROUND:

Every City and Special District is required to report its financial transactions annually to the State Controller's Office. In addition, we are required to file a Financing Authority Special District Report and an Annual Transit Report. The City may elect to file the reports through an independent auditor, via consultant, or even by using city staff themselves. In reviewing the options available it is felt that hiring a consultant continues to be our best and most cost efficient method for the preparation of the necessary reports. Thales Consulting, Inc. has prepared the subject reports for the City since 2012. The previous agreement with Thales Consulting, Inc. expired after preparation of the FY 14/15 report.

After obtaining quotes from other consultants and researching all options, Staff has concluded that utilizing Thales Consulting, Inc. is the most efficient and cost effective means of producing the required reports. Review and selection was done in accordance with the City's purchasing policies as it relates to the hiring of consultants for this type of work. Based upon our findings it is requested that the Council approve an agreement with Thales Consulting to prepare the required reports for the FY 15/16 and authorize the Mayor to execute any documents necessary for the completion of the City's Financial Transaction Report.

FISCAL IMPACT:

The Cost to prepare the reports is \$4,200.00 and funding has been appropriated in the current budget for the Finance Department in the Contracted Services account.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, APPROVING AN AGREEMENT BETWEEN THE CITY OF
MADERA AND THALES CONSULTING, INC. TO PREPARE AND FILE
CITY'S FINANCIAL TRANSACTIONS REPORT, THE FINANCING
AUTHORITY SPECIAL DISTRICT REPORT, AND THE ANNUAL
TRANSIT REPORT FOR FY 15/16 AND AUTHORIZING THE MAYOR
TO EXECUTE THE AGREEMENT**

WHEREAS, the City of Madera has a responsibility to provide certain reports relating to financial transactions, financing authority and transit to the State of California, and

WHEREAS, the firm of Thales Consulting Inc. has agreed to provide the necessary reporting services in accordance with the terms of the Agreement; and

WHEREAS, Thales Consulting, Inc. has considerable experience in preparing the reports for the City; and

WHEREAS, the prices proposed for services as indicated in the agreement from Thales Consulting, Inc. are found to be fair and reasonable.

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

1. The above recitals are true and correct.
2. The Agreement between the City of Madera and Thales Consulting, Inc., in an amount not to exceed \$4,200, 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 hereby authorized to execute the Agreement with Thales Consulting, Inc.
4. The resolution is effective immediately upon adoption.

THALES CONSULTING INC.
Solutions for Government

Thales Consulting Inc.
980 Ninth Street
Sixteenth Floor, PMB 1604
Sacramento, CA 95814
(530) 979-1648

August 26, 2016

City of Madera
205 West 4th Street
Madera, CA 93637

Tim Przybyla:

Effective September 7, 2016 this letter will serve as an agreement between The City of Madera ("City") and Thales Consulting Inc ("Consultant"). Both parties agree to the following:

Thales Consulting Inc. will prepare three State Controller Reports for the City of Madera. The City agrees to pay Thales Consulting Inc. a sum of four thousand two hundred US dollars (\$4,200) upon transmission of the following June 30, 2016 reports to the State Controllers Office through ftp:

Cities Financial Transactions Report	\$3,000
Financing Authority Special District Report	\$ 400
Annual Transit Report	\$ 800

The City will submit to Thales Consulting Inc. (at 980 Ninth Street, 16th Floor, PMB 1604, Sacramento, CA 95814) prior year's work papers (when applicable) and required current year data no later than two weeks before the said reports are due.

Assignment. Consultant agrees not to assign, convey or transfer its interest in this Agreement to any other entity without the prior written consent of The City, which consent shall not be unreasonably withheld.

Indemnification. Each party shall be responsible for its own acts and will be responsible for all damages, costs, fees and expenses which arise out of the performance of this agreement and which are due to that party's own negligence, tortuous acts and other unlawful conduct and the negligence, tortuous acts and other unlawful conduct of its respective agents, officers and employees.

Services and Materials to be Furnished by The City: Thales Consulting Inc. shall provide guidance to The City in determining the data required for the services hereunder. The City further agrees to provide all data specifically requested, including documentation and information to Thales Consulting Inc. in a timely manner. Thales Consulting Inc. shall assume all data so provided is correct. Thales Consulting Inc. shall make its best effort to file the reports in a timely manner. Thales Consulting Inc. shall not be liable for reports that cannot be filed as a result of inadequate data or data provided in an untimely manner.

THALES CONSULTING INC.

Third Parties: The City and Thales Consulting Inc. are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any right or benefit, whether directly or indirectly or otherwise, to third persons.

Thales Consulting's Liability If Audited: Thales Consulting Inc. will assume without incurring liability therefore that all financial and statistical information provided by The City and its client's employees or representatives is accurate and complete. Any subsequent disallowance of funds paid to the respective local government under the claims for whatever reason is the sole responsibility of the local government.

Termination: Either party shall have the right to terminate this Agreement if the other party is in default of a material obligation hereunder and such default is not cured within thirty (30) days of receipt of a notice from the non-defaulting party specifying such default. Among other things and without limitation, timely payment of invoices shall be considered a material obligation hereunder. In the event this Agreement is terminated for any reason, The City shall pay Thales Consulting Inc. within thirty (30) days of termination for all work performed and expenses incurred up through the effective date of termination.

Insurance: Thales Consulting will comply with all insurance requirements of The City and provide a certificate as evidence of acceptable levels of coverage.

If you agree with the terms above, please sign below.

Thales Consulting Inc.

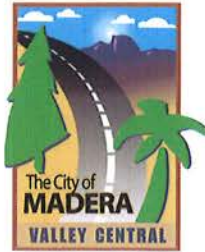
City of Madera, Mayor

Joe Stimac

Robert L. Poythress

September 7, 2016

REPORT TO THE CITY COUNCIL



Return to Agenda

COUNCIL MEETING OF:
September 7, 2016

AGENDA ITEM NUMBER:
B-14

Approved By:


Community Development Director


City Administrator

Subject: Consideration of a Resolution Approving an Agreement to Forego Exchange of Property Tax Revenues Between the County of Madera and the City of Madera for the Madera Unified School District Annexation

RECOMMENDATION:

Staff recommends that the City Council adopt the resolution approving an agreement with Madera County to forego exchange of property tax revenues for the Madera Unified School District annexation.

SUMMARY/DISCUSSION:

The Madera Unified School District is required to annex the new elementary school site at Tozer and A Streets into the City limits as a condition of receiving City services. An agreement on property tax exchange is required by State law before an annexation can be approved by LAFCO. City, County and LAFCO staffs jointly recommend, due to the unique nature of the project which is being developed, an agreement to forego any exchange of property tax is reasonable. The recommended agreement is specific to the MUSD project and does not apply to other projects or function as a master tax sharing agreement. The Board of Supervisors approved the agreement at its August 23, 2016 meeting.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The recommended action supports the Well Planned Community Vision Statement. "Sound planning helps Madera celebrate its past, balance its present with available resources and infrastructure and anticipate its future with coordinated planning and interagency cooperation guided by a shared vision."

FISCAL IMPACTS

The School District will not pay property tax. Therefore, an agreement to forego property tax exchange will not have a financial impact.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA
APPROVING AN AGREEMENT TO FOREGO EXCHANGE OF PROPERTY TAX REVENUES
BETWEEN THE COUNTY OF MADERA AND THE CITY OF MADERA FOR THE MADERA
UNIFIED SCHOOL DISTRICT ANNEXATION**

WHEREAS, the California State Law governing City annexations specifies that there be an agreement between a city and county regarding the disposition of property taxes generated by the affected properties of an annexation proposal; and

WHEREAS, no master tax sharing is currently in place between the City and County that will satisfy this requirement; and

WHEREAS, the Madera Unified School District is required to annex property in conjunction with its development of a new school site at Tozer and A streets; and

WHEREAS, based on the unique characteristics of the property and the use in question, the City and County desire to enter into an agreement to forego the exchange of property tax for the school site.

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 to Forego Exchange of Property Tax Revenues Between the County of Madera and the City 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 Agreement on behalf of the City.
4. This resolution is effective immediately upon adoption.

* * * * *

MADERA COUNTY CONTRACT NO. 10697-C-2016
(Agreement to Forego Exchange of Property Tax Revenues
Between the County of Madera and the City of Madera)

THIS AGREEMENT TO FOREGO EXCHANGE OF PROPERTY TAX REVENUES (the "Agreement"), is made and entered into this 23rd day of August, 2016, by and between the County of Madera, a political subdivision of the State of California (hereinafter referred to as "COUNTY") and the City of Madera, a political subdivision of the State of California (herein after referred to as the "CITY").

RECITALS

A. The Madera Unified School District is in the process of applying for approval from the Madera LAFCO for the annexation into the City of land situated within Madera County, which land is more specifically identified in Exhibit "A" to this Agreement.

B. California Revenue and Taxation Code §99 requires agreements pertaining to an exchange of property tax revenues between affected agencies.

NOW, THEREFORE, IN LIGHT OF THE RECITALS, THE PARTIES AGREE AS FOLLOWS:

1. Both the COUNTY and the CITY have concluded that since there are no services currently being provided to the property involved in the aforementioned annexation, an exchange of property tax revenue would not be appropriate.

2. Accordingly, the CITY and the COUNTY agree that no property taxes will be apportioned or paid to the COUNTY as a result of the above-mentioned annexation of land situated within Madera County.

3. This Agreement shall be applicable solely to the Madera Unified School District as described in Exhibit "A" and does not constitute either a master tax sharing agreement or an agreement on property tax exchanges which may be required for any other annexation to the

CITY, nor does it alter or enlarge any revenue sharing obligations of the CITY

4. Both parties agree that this Agreement and the rights and obligations hereunder is subject to and governed by the laws of the State of California in all respects as to the interpretation, construction, operation, effect, and performance.

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IN WITNESS WHEREOF the foregoing Agreement is executed on the date and year first above-written.



COUNTY OF MADERA

[Handwritten Signature]
Chairman, Board of Supervisors

ATTEST:

[Handwritten Signature]
Clerk, Board of Supervisors

Contracting Party:
CITY OF MADERA

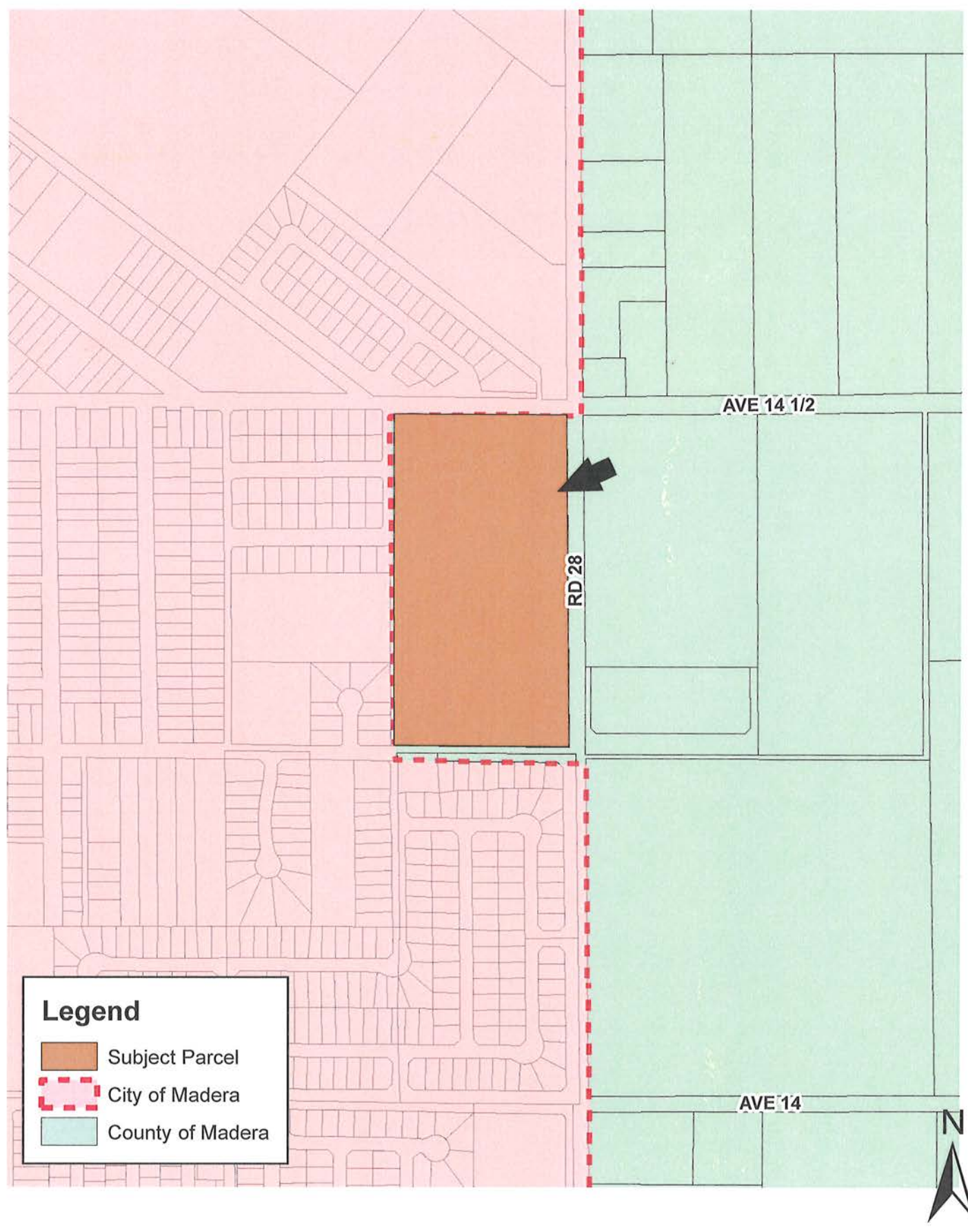
Approved as to Legal Form:
COUNTY COUNSEL

By: Dale E. Bacigalupi
Digitally signed by: Dale E. Bacigalupi
DN: CN = Dale E. Bacigalupi email =
dbacigalupi@lozenosmith.com C = US
Date: 2016.08.16 09:31:46 -08'00'

By: _____
Robert L. Poythress
(Signature)
(Print)

Title: Mayor

ACCOUNT NUMBER(S)





REPORT TO CITY COUNCIL

Approved by:


Department Director


City Administrator

Council Meeting of: September 7, 2016

Agenda Number: C-1

SUBJECT: CONSIDERATION OF A RESOLUTION APPROVING AN APPLICATION TO TRANSFER INTEREST IN CARD ROOM OPERATIONS LICENSE

RECOMMENDATION: Staff recommends Council adopt a resolution approving an Application for Transfer of Interest in Card Room submitted by Lucky Tree Entertainment, Inc.

DISCUSSION: According to section 6-3.06 (B) of Chapter 3: Card Rooms of the Madera Municipal Code, "All individuals and entities must first obtain a business license, card room operating license and have a use permit for the address at which they intend to operate a card room prior to commencing operations and card room gaming activities within the city." Lucky Tree Entertainment, Inc. has submitted an application for the transfer of interest in a card room to the City of Madera. If Council approve this application, the applicants will still have to go through the processes of obtaining a business license, a card room operating license and a use permit before they can commence operations and conduct card room gaming activities within the City of Madera. Since this application was received, the Chief of Police has completed a full investigation of the applicants/interest holders and found that they are in good standing with the law and do not have any criminal or other record that would prevent them from meeting the requirements of such an application.

The business from which the applicants wish to transfer interest is the Primavera Pool Hall and Café, which has a license to operate two (2) tables. In the past, La Primavera Pool Hall and Café had two operating card table licenses, which have since been suspended due to the costs of maintaining the licenses. The applicant has filed an application with the State of California Gambling Control Commission and received an approval of sale agreement and initial State gambling license, subject to conditions provided by the commission. See attached as Exhibit A.

According to section 6-3.11 (H and I) of Chapter 3: Card Rooms of the Madera Municipal Code, the Madera City Council can in its discretion either conditionally grant or deny applicants such as this one that has been filed by Lucky Tree Entertainment, Inc. based on: 1) The financial stability of the applicant; 2) Conviction of criminal offenses as denoted in Section 6-3.06(N)(1); 3) Investigational report by Chief of Police; and 4) Any other information deemed by the Council to be matters of necessary inquiry. For the purposes of the requested transfer of interest in a card room operations license, the Finance Director has reviewed the financial statements that

have been presented by the applicants and determined that their financial status appears to be sufficiently strong. Through his background investigations of the applicants, the Chief of Police did not locate any information regarding criminal convictions or other information that would provide grounds for denial of this application. Staff has also met to discuss the merits and concerns related to this application and have not identified any matters that would preclude the applicants from eligibility for approval of the application for transfer of interest in a card room operations license.

The Council's approval or denial of this application will be the first of several steps required for the applicants to complete before they can obtain a card room operating license and a use permit to operate a card room and conduct gaming activities within the City of Madera.

FINANCIAL IMPACT: There is no fiscal impact of the Council's decision to grant or deny this application for the transfer of interest in a card room operations license. The applicants will have paid the necessary and applicable fees for this application and those fees are not contingent upon approval or denial of their application.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN: Approval of this item is not specifically addressed in the Vision Plan.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA,
APPROVING AN APPLICATION FOR TRANSFER OF INTEREST IN CARD ROOM BETWEEN
LA PRIMAVERA POOL HALL AND CAFÉ AND LUCKY TREE ENTERTAINMENT, INC**

WHEREAS, the owners of Lucky Tree Entertainment, Inc. (the Applicants) have submitted an application for the transfer of interest in a license to operate two (2) card room tables from La Primavera Pool Hall and Café, and

WHEREAS, it is unlawful for any interest-holder in the ownership of a card room to transfer or sell any interest in a card room to any person without the prior consent and permission of the Council; and

WHEREAS, the Applicant has paid all necessary and applicable fees related to this application, and

WHEREAS, the Madera Chief of Police has conducted a thorough background check on the Applicants and found that they are in good standing with the law and do not have any criminal or other record that would prevent them from meeting the requirements of such an application, and

WHEREAS, it is understood that the applicants will have to go through the processes of obtaining a business license, a card room operating license and a use permit before they can commence operations and conduct card room gaming activities within the City of Madera.

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

1. The application for Transfer of Interest in Card Room submitted by Lucky Tree Entertainment, Inc., a copy of which is on file in the office of the City Clerk and referred to for particulars, is hereby approved.
2. The resolution is effective immediately upon adoption.

Exhibit A



STATE OF CALIFORNIA

GAMBLING CONTROL COMMISSION

2399 Gateway Oaks Drive, Suite 220
Sacramento, CA 95833-4231

(916) 263-0700 Phone

(916) 263-0499 Fax

www.cgcc.ca.gov

Edmund G. Brown, Jr., Governor

JIM EVANS, CHAIRMAN

TIFFANY E. CONKLIN

ROGER DUNSTAN

LAUREN HAMMOND

TRANG TO

November 20, 2015

Mr. Jarhett Blonien
Blonien & Associates
1215 K Street, Ste. 2250
Sacramento, CA 95814

Re: Approval of Sale Agreement and Initial State Gambling License

Dear Mr. Blonien:

The California Gambling Control Commission (Commission) has approved the Sale Agreement for La Primavera Pool Hall & Café at its November 19, 2015 Commission Meeting with the following conditions:

- 1. Within 15 days after the Closing Date, the Buyer shall provide to the Commission acceptable evidence of financial condition sufficient to establish that the payments required under the Promissory Note will not, in the Commission's judgment, provide the Seller with the power to exercise significant influence over the gambling operation. The Buyer shall also provide to the Commission acceptable evidence to show that the Buyers will not operate La Primavera Pool Hall and Café in a premises owned or controlled by the Seller.*
- 2. Within 15 days after the Closing Date, the applicants shall confirm to the Commission and the Bureau that the parties made no substantial changes to the transaction, and that the transaction was substantially the same as approved by the Commission.*
- 3. Within 15 days after the Closing Date, Buyers shall deliver to the Commission and Bureau a fully executed copy of the Promissory Note and other loan documents, if any.*

Additionally, the Commission approved the Initial State Gambling License Applications for Lucky Tree Entertainment, Inc. dba La Primavera Pool Hall & Café, Khonglai Yang and Phatseluck Yang through November 30, 2017 with the following conditions:

- 1. Within 30 days of Commission approval, Seng Yang and Nang Xiong shall apply for a State Gambling License as Financial Interest Holders.*

Lucky Tree Entertainment, Inc.
November 20, 2015
Page 2

2. *Lucky Tree Entertainment, Inc., or its owners, may not employ Vichai Yang, in any position, until after August 10, 2016.*

Condition Compliance

Keep in mind that it is ultimately the responsibility of Lucky Tree Entertainment, Inc.'s to remain in compliance with any conditions placed on the license. The Commission will not be sending reminder notices regarding the condition(s). Failure to comply with any conditions may be taken into consideration in connection with the submission of any future renewal application.

License Certificate and Endorsement

Upon notification from the Bureau of Gambling Control that Lucky Tree Entertainment, Inc., has an approved location and will be reopening the gambling establishment, the Commission will issue La Primavera Pool Hall and Café a State Gambling License valid through November 30, 2017, reflecting the new address.

Should you have any questions or need further information, please contact me at (916) 263-0492.

Sincerely,



AMY ARNDT
Licensing Analyst

cc: Madera Police Department

REPORT TO THE CITY COUNCIL

COUNCIL MEETING OF September 7, 2016

AGENDA ITEM NUMBER D-1

APPROVED BY

Steve Kravitz
DEPARTMENT HEAD

[Signature]
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:

It is the recommendation of staff that Council approve the participation of Police and Public Works for traffic and clean-up at no cost to the Kiwanis Club in association with the Old Timers Day Parade.

SUMMARY:

The Original Madera Kiwanis Club will be sponsoring the annual Old Timers' Day Parade on September 24, 2016 from 10:00am to 12:00pm. It has been the practice of the Council to recognize this function as a community event and help defray some of the costs associated with this event.

DISCUSSION:

Mr. Cliff Miller, president of the Madera Kiwanis Club, has requested the City Council cover the cost associated with police and Public Works involvement with the event, i.e. traffic and crowd control and any potential clean up (letter attached hereto). The Department is prepared, at the direction of Council, to perform their roles in relation to this event.

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.

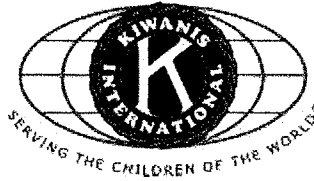
FINANCIAL IMPACT:

The cost of providing City services to assist with traffic and crowd control, PD, is estimated at \$1,498 to pay for overtime and straight time for four officers and \$600 for equipment and personnel, Public Works. It is this amount, \$2,098, that the Madera Kiwanis Club is petitioning the Council for relief.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

City participation in the annual Old Timers Parade supports the following Vision 2025 strategies:

- Strategy 317: “Develop and encourage festival, gatherings, and events . . .”.
- Strategy 332: “Expand comprehensive services for Madera’s youth . . .”
- Strategy 313: “Provide year-round programs fostering community pride. . .”.



RECEIVED

City of Madera City Clerk

By: Dalvarez
Date: 8/18/16

MADERA KIWANIS CLUB

August 15, 2016

David Tooley
City Administrator
City of Madera
205 W. 4th Street
Madera, CA 93637

Dear Mr. Tooley,

The Madera Kiwanis Club is producing the annual "The Old Timers Day Parade", scheduled to occur September 24, 2016 from 10 am to 12pm with staging starting at 8:00 am.

The parade requires extra police services and barricades to control traffic in the parade area. We also request cleaning of the sidewalks prior to the parade and cleanup after the parade by the Public Works Department. The Kiwanis Club will be paying for the barricades and detour signage and it is our hope that the city will once again cover the cost associated with the extra police and public works services.

As you know the Madera Kiwanis Club is a not for profit entity and all money earned through this event will be provided back to the community through scholarships, projects and other endeavors that serve our youth and community.

We would be deeply appreciative if you would present our request to the City Council. Should you need additional information I can be reached at 871-1141. I would also appreciate a notice on when our request will be presented to the Council so I may be in attendance in order to answer any questions.

Thank you for your time!

Sincerely,

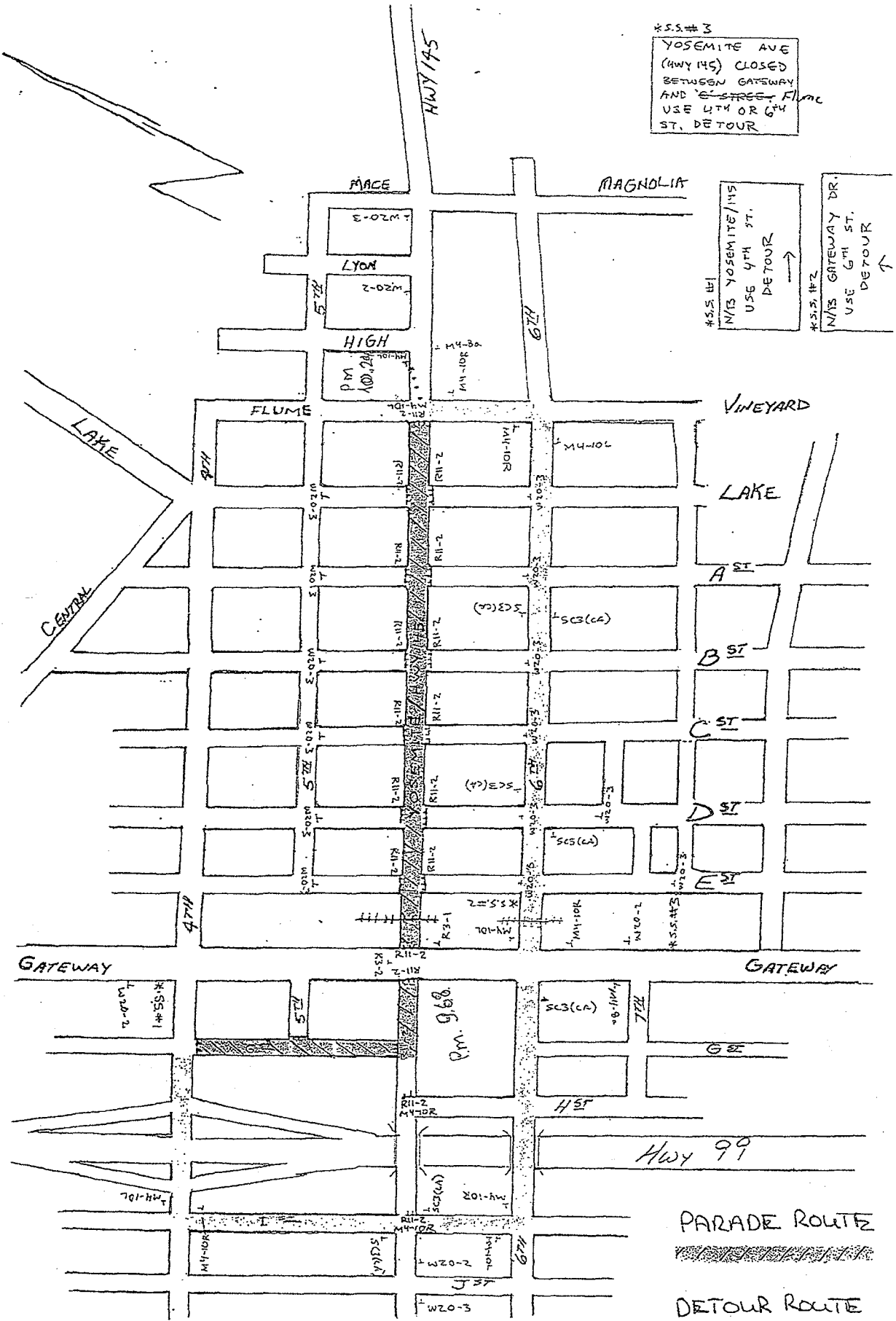
Cliff Miller
Madera Kiwanis Club
President

P.O. BOX 1122
MADERA, CA 93639

*S.S.# 3
 YOSEMITE AVE
 (HWY 145) CLOSED
 BETWEEN GATEWAY
 AND ~~E STREET~~ FLUME
 USE 4TH OR 6TH
 ST. DETOUR

*S.S.#1
 N/3 YOSEMITE/145
 USE 4TH ST.
 DETOUR →

*S.S.#2
 N/3 GATEWAY DR.
 USE 6TH ST.
 DETOUR ↑



PARADE ROUTE
 DETOUR ROUTE

REPORT TO THE CITY COUNCIL

COUNCIL MEETING OF September 7, 2016

AGENDA ITEM NUMBER D-2

APPROVED BY


DEPARTMENT HEAD


CITY ADMINISTRATOR

SUBJECT: CONSIDERATION OF A WRITTEN REQUEST BY THE MADERA HIGH SCHOOL SEEKING COUNCIL APPROVAL TO COVER THE COST OF POLICE AND PUBLIC WORKS EFFORTS IN ASSOCIATION WITH THEIR HOMECOMING PARADE

RECOMMENDATION:

It is the recommendation of staff that Council approve the participation of Police and Public Works for traffic and clean-up at no cost to Madera High School (MHS).

SUMMARY:

Madera High School is sponsoring its annual Homecoming Parade on Friday, September 23rd, 2016. Approximately 700 students will take part in the parade, including the Coyote Band, pep and cheer, Varsity and Junior Varsity football teams, and class and club floats. All the elementary and junior high schools are invited to bring students to watch the parade.

It has been the practice of the Council to recognize this function as a community event and help defray some of the costs associated with putting on the activity.

DISCUSSION:

Mr. Isaac Lopez, Director of Student Activities, has requested the City Council waive the fees for permit, and cover the cost for police and public works associated with the event, i.e. traffic and crowd control and cleanup (see attached letter). The high school will obtain the appropriate special use permit 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 Madera High School. Further, Madera High School administration has agreed to contribute up to \$1,500 toward the provision of installation of barricades along the parade route.

FINANCIAL IMPACT:

The cost of providing City services to assist with traffic and crowd control and cleanup is estimated at about \$1,765 to pay for overtime and straight time for about two and a half hours of work. The sponsors request this amount of money be covered by the City.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

City participation in the annual Homecoming Parade supports the following Vision 2025 strategies:

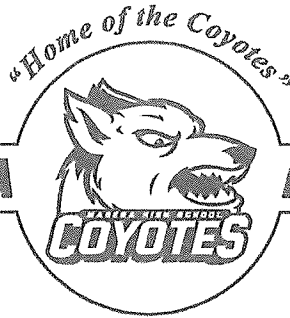
- Strategy 317: “Develop and encourage festival, gatherings, and events . . .”.
- Strategy 332: “Expand comprehensive services for Madera’s youth . . .”
- Strategy 313: “Provide year-round programs fostering community pride. . .”.

RECEIVED

By Sonia Alvarez at 5:04 pm, Aug 26, 2016

MADERA UNIFIED
SCHOOL DISTRICT

MADERA



HIGH SCHOOL

August 23, 2016

Mayor Robert Poythress and Members of the City Council,

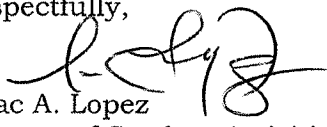
Please consider this letter as our formal request to be placed on the agenda for your next meeting. The item for consideration is our annual Madera High Homecoming Parade on Friday, September 23, 2016. Our parade has been a Madera tradition for the last 17 years that we wish to continue for the community.

Approximately 600 high school students and 100 elementary students will take part in the parade, which includes the band, pep and cheer, football teams, class and club floats. Furthermore, we invite elementary and junior high feeder schools to bring students to watch the parade. Last year we had over 600 students in attendance from our feeder programs.

We understand that an event of this magnitude will incur many costs for all parties involved. However, we kindly ask the City of Madera for their continued support with this event by waiving the permit, police, and public works fees that are associated with the MHS Homecoming parade. Additionally, we respectfully ask to continue the agreement that was made in 2006 whereas MHS will pay the City of Madera, a sum not to exceed \$1500 toward the cost of the rental of the safety barricades.

The Coyote family is looking forward to another spirited community event! Thank you for your consideration of this matter.

Respectfully,


Isaac A. Lopez
Director of Student Activities
675-4444 ext.1380
isaaclopez@maderausd.org

Alan Hollman, Principal

200 South "L" Street, Madera, CA 93637 • (559)675-4444 • Fax (559)675-4531 • alanhollman@maderausd.org



Martin D. Koczanowicz

KOCZANOWICZ & HALE

Association of Sole Practitioners

Return to Agenda

DPH

David P. Hale

Council Meeting: 9/7/16

Agenda Number: D-3

September 1, 2016

Ms. Sonia Alvarez
City Clerk
City of Madera
205 West Fourth St.
Madera, CA. 93637

Re: City Council Agenda, September 7th

Dear Ms. Alvarez:

My firm represents the Madera Oversight Coalition and are opposing the Austin Quarry being proposed in Madera County at the intersections of State Routes 145 and 41. It has come to our attention that a number of your Council Members may have an interest in getting additional information related to the project and we would like to take an opportunity to give them a brief presentation.

I understand this would not be "an action" item but could be put on your "Written Communication" section of your agenda. I would appreciate anything that you could do for us in placing this on your agenda for the September 7th meeting as we have a County Board of Supervisor's appeal hearing scheduled for September 12th and we would like to accommodate the Council Members that may have an interest in getting additional information related to this significant project. Thank you for your anticipated assistance in this matter and should you have any questions or information related to this request, please feel free to contact me at the Clovis address below or my cell phone of (559) 974-3274.

Sincerely,

David Hale
Attorney

RECEIVED

By Sonia Alvarez at 8:00 am, Sep 01, 2016

Housing Authority
of the
City of Madera



BOARD MEMORANDUM

TO: Madera City Council

DATE: September 1, 2016

FROM: Linda M. Shaw, Executive Director

SUBJECT: Letter of Support – Pomona Ranch

During the last Housing Authority of the City of Madera Board of Commissioners meeting, it was determined that a letter of support should come from the Mayor to the Office of Migrant Services. This action is being taken because no response has been forthcoming from anyone connected to that office. Senator Boxer and Congressman Costa's offices will also be sending letters of support.

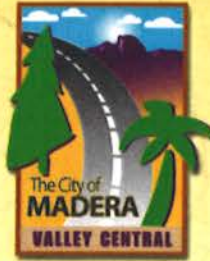
I believe the Mayor's letter should include equal support from each of the Council Members and have alluded to that in the proposed missive. I ask for your full consideration in this matter and that you approve signature of the attached letter.

RECEIVED

By Sonia Alvarez at 9:37 am, Sep 01, 2016

Madera City Council

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



September 7, 2016

Mr. Enrique Munoz, Program Manager
California Department of Housing and Community Development
Division of Financial Assistance
2020 W. El Camino Avenue
Sacramento, CA 95833

RE: Pomona Ranch and the Homeless

Dear Mr. Munoz:

The City of Madera is aware that you received a letter from the Housing Authority of the City of Madera requesting your consideration of a proposal to house the homeless at Pomona Ranch. To date, that July 21, 2016 request has been ignored, and no response has been forthcoming.

My colleagues and I fully support this proposed project and would ask that you give the Housing Authority guidance on how to proceed. We have a serious homeless problem in this state, and it doesn't seem right to dismiss an idea that might help solve the problem. The Housing Authority of the City of Madera Chairman and Executive Director continue to wait for your support and direction. Please give this matter your immediate attention.

Sincerely,

Robert L. Poythress, Mayor

Cc: Madera City Council

Ameen Khan, Director for Central & Eastern California
Anthony Cannella, Senator
Ben Metcalf, Director for Housing & Community Development
Fabiola Rodriguez, Staff Assistant
Frank Bigelow, Assembly Member
Kelly Gill, Director of Constituent Services
Linda M. Shaw, Executive Director

REPORT TO CITY COUNCIL

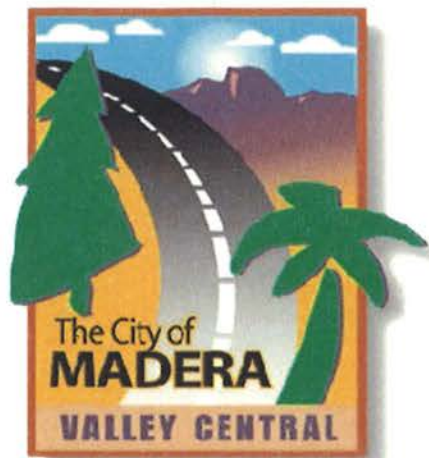
MEETING DATE: September 7, 2016

AGENDA ITEM NUMBER: E-1

Approved By:


PUBLIC WORKS DIRECTOR


CITY ADMINISTRATOR



SUBJECT: Weekly Water Conservation Report for August 22nd thru August 28th and Consideration of a Resolution Approving an Increase in Water Conservation Rebates.

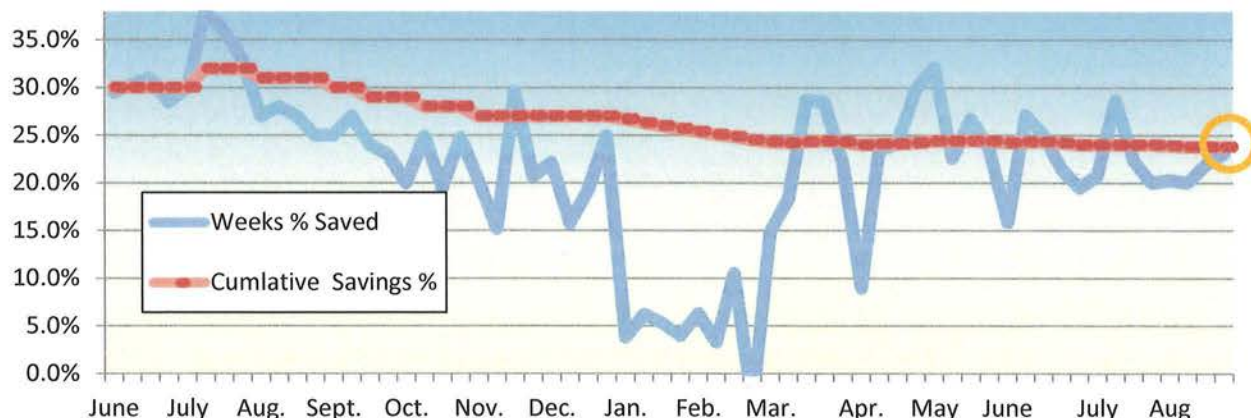
RECOMMENDATION: Staff recommends that the Council review the attached weekly report of water conservation activities and progress in reducing residential water consumption, and approve proposed increases in the amount of water conservation rebates.

SUMMARY/ DISCUSSION: As illustrated in the graph below, the City's conservation rate increased slightly from the past four weeks, but is still below where we were last August.

Below is the most current water conservation data.



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



Enforcement			
250	Public Contacts	31	1 st offenses (\$75)
0	Verbal warning	1	2 nd offenses (\$250)
33	Correction Notices	1	3 rd or more offense (\$500)

The City submitted its data to the State for determination of the City's new water conservation numbers; the State has verified the data submitted and confirmed the States target water conservation numbers for the City of Madera is zero (0). While the City is still subject to the State's water conservation prohibitions, such as not being able to water turf in street medians, we no longer have a 26% water conservation goal from the State to meet.

Many communities in California have retreated from their water conservation efforts only to see water consumption increase significantly. Staff does not recommend any changes in our watering restrictions, but does recommend an increase in conservation rebate amounts to reward and encourage those customers that endeavor to conserve water. Also, the City would normally return to the winter schedule of only one day a week watering in December, the Council could, as a compromise, continue to maintain the two day a week schedule all winter. Staff's recommendation is based on the following factors:

- The State is going to consider redrafting the water conservation rules once again in January, and the City could be back to mandated conservation. It may be difficult to regain our customer's momentum in conservation if we switch back and forth on water conservation.
- While the State has temporarily backed off its water regulations, the local water tables have not recovered and are still stressed from the drought. The City is subject to serious groundwater overdraft conditions that affect the region, and the need to move towards a sustainable water program is clear.
- Reducing water conservation regulations especially during the heavier pumping season, April through November, could cause the City to run very low on production capacity. Prior to water conservation measures our average water production and demand was up to 23 MGD (Million Gallons a Day); this year we have stayed below 16.5 MGD. Unfortunately, the change in the water table and the rate at which wells can produce water has decreased due to the drought conditions, and it would be difficult for our system to produce more than 20 MGD given the current conditions. The City's long term strategy is to reduce our dependence on peak demand capacity by installing an approximately seven million gallon above ground storage tank. This would allow us to meet the peak demands by pumping during off peak hours and using the stored water when demands temporarily exceed production capacity. Design of the storage tank project is being undertaken this year and is expected to take up to four years to complete the project.
- Additionally, the County area of Parkwood may have to be assisted with City Water deliveries, per our intertie agreement with the County, if their one poor producing well continues to decline in production capacity, or has increased manganese contamination problems. This would further the strain on maintaining water pressures within the City.

Though Staff is not able to recommend relaxation of water conservation efforts, we believe it is important to maintain and enhance the community's focus on the tools available to reduce consumptions. As such, it is also recommended that we increase the award amount on conservation rebates as follows:

Water Conservation Rebates	Existing		Proposed	
	Unit	Maximum	Unit	Maximum
Turf Replacement	\$ 0.75	\$ 750	\$ 1.00	\$ 1,000
Toilet	\$ 50	\$ 150	\$ 75	\$ 225
Drip System & Timer	\$ 30	\$ 60	\$ 50	\$ 100
Timer Only (<i>Split Off</i>)	NA	NA	\$ 30	\$ 60
Clothes Washer	\$ 50	\$ 50	\$ 75	\$ 75
Dish Washer	\$ 35	\$ 35	\$ 50	\$ 50
Smart Timer	\$ 100	\$ 100	\$ 150	\$ 150
Mulch	\$ 50	\$ 50	NC	NC

The irrigation of turf has historically been the highest single category of water use in urban environments. Incentivizing the replacement of turf with drought tolerant landscaping designs results in an immediate reduction in water consumption. At present, the State of California offers a \$2 per foot rebate for turf replacement, though any local rebate is included in this amount. Thus, even if the City increases a turf replacement rebate to \$1 per foot, the State would only kick in \$1 additional per foot for a \$2 total. If the State terminates its program or fully allocates its funding, the City could consider increasing its program to match the State's maximum.

FINANCIAL IMPACT:

The expenses for implementing and administering these water conservation activities occur within the Water Fund and do not impact the General Fund. The increased rebate amounts will not exceed previously budgeted funds for this program.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA INCREASING THE AMOUNT OF REBATE AWARDS FOR WATER CONSERVATION MEASURES

WHEREAS, The City Council previously adopted water customer rebate programs for water conservation measures; and

WHEREAS, The City has determined that it is prudent to increase the amount of rebate awarded for certain water conservation measures; and

WHEREAS, An adequate fund balance is available in the Water Fund budgets to allow for said increase of rebates.

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

1. The above recitals are true and correct.
2. The City's existing water conservation rebate amounts are increased as shown below.

Water Conservation Rebates	Existing		Proposed	
	Unit	Maximum	Unit	Maximum
Turf Replacement	\$ 0.75	\$ 750	\$ 1.00	\$ 1,000
Toilet	\$ 50	\$ 150	\$ 75	\$ 225
Drip System & Timer	\$ 30	\$ 60	\$ 50	\$ 100
Timer Only (<i>Split Off</i>)	NA	NA	\$ 30	\$ 60
Clothes Washer	\$ 50	\$ 50	\$ 75	\$ 75
Dish Washer	\$ 35	\$ 35	\$ 50	\$ 50
Smart Timer	\$ 100	\$ 100	\$ 150	\$ 150
Mulch	\$ 50	\$ 50	NC	NC

3. This resolution is effective immediately upon adoption.

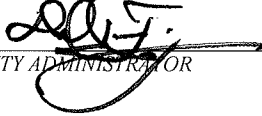
REPORT TO CITY COUNCIL

COUNCIL MEETING OF September 7, 2016

APPROVED BY:

AGENDA ITEM NUMBER E-2

DEPARTMENT DIRECTOR


CITY ADMINISTRATOR

Subject: Discussion and Request for Direction on Use of Mello Roos Financing Tools

Recommendation:

Staff recommends that the Council:

Consider the information contained in this report, any testimony from the impacted neighborhood, and provide direction.

Executive Summary

In the public comment portion of its meeting held on 8/3/16 Council heard a request for an agenda item from a Mr. Ron Montoya. Mr. Montoya lives in the Orchard Pointe subdivision which is a KB Home development. This development is unique in Madera in that it is subject to two Mello Roos Financing Districts. Based on Mr. Montoya's brief presentation and a community meeting attended by Council Member Holley, staff understands Mr. Montoya and other residents are seeking relief from the taxes imposed by the two community facility districts.

This report is intended to provide information in response to that request and will provide opportunity for Council direction if desired.

Discussion:

The Mello Roos Community Facilities Tax is a special non ad valorem (not based on property value) tax imposed by a local agency to finance public capital facilities and services in connection with new development. The tax may be used to finance the purchase, construction, improvement, expansion or rehabilitation of any real or tangible property with an estimated life of five or more years. It may also finance services including emergency police and fire, recreation and cultural programs, and libraries.

CFD 2005-1

Council will be most familiar with Madera's use of a Mello Roos district for support of police and fire services. New residential development almost universally consumes more service dollars than it provides. In February 2005, the City of Madera began a seven month exploration of, and ultimately implemented, a community facility district to close the financial gap created by new residential development. Use of this tool is common in California and while creation of a funding gap by residential development is common the size of the gap is fact specific to each community. As a matter of law a fiscal impact analysis is not required if the City can adequately identify those costs created by new development. The City Council at that time felt it prudent to have a fiscal impact analysis prepared; that analysis is provided as an attachment to this report. New subdivisions are required to annex to the city-wide district as a condition of development in advance of people moving into the neighborhood. An exhibit identifying developments annexed into CFD 2005-1 is provided as a second attachment to this report. The district and its financial impacts have to be disclosed to homebuyers. Should the Council provide relief of taxes required pursuant to CFD 2005-1 to the residents of Orchard Pointe it is likely that residents in other developments would want tax relief as well. CFD 2005-1 will assess \$317, 542.80 of taxes in the current fiscal year and over the life of the CFD has had a delinquency rate of just under 2%. Funds generated by this revenue source are used in the General Fund to pay for Police and Fire Services. As additional development takes place this revenue source will continue to grow, offsetting the impact of service delivery for new residential homes.

Staff has not reviewed the legal process for dissolution of the CFD but is prepared to do so if directed by Council.

Attachments related to discussion of CFD 2005-1 include the following:

- ✓ Fiscal impact analysis for CFD 2005-1
- ✓ Map showing developments annexed into CFD 2005-1
- ✓ CFD 2005-01 Rate and Method of Apportionment

CFD 2006-1

KB Home (Orchard Pointe) is in a second CFD created to fund specific infrastructure improvements. When a homebuyer purchases a residence in a new subdivision they are not paying just for the home built on the lot. They are also paying for the public infrastructure – water, sewer, streets, storm drainage, street lights, parks etc. In most cases developers pay for these costs with a combination of equity capital and short term financing tools. They then recover their investment in infrastructure through the sale of homes. A Mello Roos Financing district is one of a limited number of alternatives that allow developers to access tax exempt municipal financing and shift the cost burden of the improvements to the homebuyer.

In July 2006 the City was approached by KB Home seeking to form a Community Facility District (CFD) for the purpose of funding public infrastructure improvements within their Orchard Pointe Development. KB Home proposed that the infrastructure be funded through the issuance of tax exempt bonds secured solely by special tax payments levied on property owners within the project. While common in many parts of California creation of a CFD to finance capital improvements

represented a new operating practice for the City of Madera; the Council chose to proceed with due caution.

Use of Community Facility Districts as financing tools for capital improvements presented a number of problems in the 1980's and early 1990's. These problems included a number of well publicized defaults. Changes in law and underwriting standards dramatically reduced these problems. John Knox from the prestigious law firm of Orrick Herrington advised the City Council that he had done a large number of these financings in recent years and found problems were rare. In all material respects these kinds of financings, done properly, represented minimal risk to the City.

The more complex set of questions were related to the eventual homeowner. Using a CFD as done by KB Home shifts a portion of the direct costs of subdivision improvements from the developer to the eventual owner of the home. To the extent the financing reduces the cost of the home then the buyer may be well served, keeping in mind they will be paying interest on the cost of the improvements for the term of the debt. To the extent the home price is not reduced or some other benefit received it could result in the homeowner paying more for the improvement than they might in a development without CFD debt. In this case KB Home agreed to contribute \$250,000 from the savings created by the financing for use in the City's Park and Recreation capital program. This amount was to be in addition to any other benefits KB Home might pass on to prospective homeowners in the subdivision.

In all cases the CFD and its costs must be disclosed to the prospective homebuyer. If it is not a cause of action for recovery of damages may exist for the homeowner. Council was aware that prospective homebuyers in this subdivision would need to exercise due diligence in their review of disclosure statements in purchase of their home.

The Council after a great deal of discussion created CFD 2006-1 and approved \$2,885,000 of special tax bonds to fund public improvements in the Orchard Pointe development.

Should Council desire to provide relief from the CFD 2006-1 tax requirement specific legal problems will arise. The only real method of providing relief would be to assume the debt for the individual homeowners. There is no public purpose served in assuming the debt for facilities that benefit only the homeowners in this subdivision. It is the City Attorney's opinion that an impermissible gift of public funds issue would be created by doing so.

Fiscal Impact

To be determined by Council

Consistency with the Vision Plan

Use of Community Facility Districts is not addressed in the City's Vision Plan. However, to the extent that use of this tool addresses needs identified in the following Strategies use of a Mello Roos Community Facility District may be found consistent with the desired outcomes of the Vision Plan:

A Well Planned City is concerned with the physical aspects of Madera's growth. Affordable housing, balancing residential, commercial, and agricultural needs and providing efficient services for a growing community.....

A Safe, Healthy Environment emphasizes the community's desire to protect Madera's natural resources, enjoy a secure community and provide healthy educational and recreational activities.....

**CITY OF MADERA
FISCAL IMPACT ANALYSIS**

AUGUST 10, 2005



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CITY OF MADERA FISCAL IMPACT ANALYSIS

I. Executive Summary

This report summarizes a comprehensive analysis completed for the City of Madera to determine the fiscal impact of residential development. This study was undertaken to determine residential development's fiscal impact on the General Fund of the City of Madera.

The land use scenario used in the fiscal model is representative of the types of land uses associated with recent residential growth in Madera, including single family and multi-family development. Based on this analysis the estimated annual negative fiscal impact of prototypical residential development in Madera is \$291 per dwelling unit as reflected in Table 7.

II. Introduction

Fiscal impact analysis is a commonly used method to estimate a local government's ability to afford services. The analysis is based on adjusted revenues and expenditures to the acceptable levels of service identified by the City of Madera and utilizes this data to make projections of future revenues and expenses.

This study was undertaken to determine whether or not residential development results in a negative impact on the General Fund of the City of Madera based on General Fund cost and revenue assumption. Other funds were not modeled as a part of this analysis.

Unless it is of unusually high value, residential development typically generates a negative fiscal impact. Because of continued diversions by the State of property tax revenue from the General Fund the City is considering the imposition of special taxes on new residential development to offset any negative impact. This report provides additional information to assist policy makers with that decision. The fiscal impact analysis described here is based upon a fiscal model template constructed by MuniFinancial and customized to City of Madera's conditions. This model template has been used extensively to evaluate the fiscal impacts of new development on a variety of City and County services throughout California.

The following sections summarize the methodology and assumptions used to conduct this analysis.

III. Methodology and Assumptions

The fiscal impact model uses a variety of projection methods depending on the particular revenue or cost line item. The revenue and cost factors are applied to a land use scenario to estimate annual revenues and expenditure impacts on the City's General Fund. All estimates are in constant (2005) dollars.

a. Land Use Assumptions

According to the California Department of Finance, the residential development within the City of Madera currently is composed of 75 percent single family dwellings and 25 percent multi-family units. This analysis assumes a similar percentage of 25 percent multi-family units and 75 percent single family dwellings. These percentages are also reflective of recent proposed residential developments as reported by the City.

For the purpose of this analysis, a land use absorption scenario was developed based on 375 single family units and 125 multi-family units. The scenario is summarized in Table 1. The absorption of this hypothetical development is assumed to occur at a rate of 75 single family units and 25 multi-family units per year over a five year period beginning in 2005. This absorption schedule is designed to maintain the existing percentage of single family dwellings and multi family units over time.

Table 1: Absorption

FY Ending	2005	2006	2007	2008	2009	Total	Percent
<i>Residential (dwelling units)</i>							
Single Family	75	75	75	75	75	375	75%
Multi-family	25	25	25	25	25	125	25%
Total	100	100	100	100	100	500	100%

Table 2 summarizes other land use assumptions used in the analysis. Values are based on market data researched on the internet and a recent market analysis prepared for the City of Madera Redevelopment Agency. Density assumptions are based on 2000 Census estimates for the City of Madera updated to 2005 using population and housing data from the State Department of Finance.

Table 2: Land Use Assumptions

Land Use Type	Estimated Assessed Value	Density ⁽¹⁾	Holding Period (years)
<i>Residential</i>			
Single Family	\$ 300,000	3.61	7
Multi-family	200,000	3.29	7

(1) Density represents the number of people per residential unit.
Sources: DOF and Redevelopment Market Analysis, Census

b. Per Capita Cost and Revenue Methodology

As further explained below, the fiscal model uses inputs of the City revenues and expenditures per capita, based on acceptable levels of service identified by City staff. The model derived current citywide population and employment data to calculate these inputs from the California Department of Finance and the State of California Employment Development Department (EDD), respectively. Table 3 summarizes the current City of Madera's service population assumptions used in the model. Depending on the per capita factor, employment is weighted at different values compared to residents based on estimated revenue generation or service demand per employee (see discussion below).

Table 3: Current Service Population

	2005
Residents	51,000
Employees	13,000
Total	64,000

Sources: California State Dept. of Finance; State of California Employment Development Department Wage and Salary survey data for City of Madera, 1st Quarter 2004; MuniFinancial.

A per capita modeling method is used for most of the model's cost and revenue factors. These factors represent citywide averages that are not expected to vary substantially for future development.

Inputs are based on FY 2005-06 budgeted revenues and expenditures as adjusted to acceptable levels of service and the current citywide resident and worker (employment)

population shown in Table 3. The per capita factors were calculated by weighting each revenue or expenditure line item by the appropriate service population.

While the service population for the purposes of this study is the current residential population, the employment population is also considered because it maintains a share in the total fiscal impact. However, employment is weighted to varying degrees in the model depending on the specific revenue or cost line item, as explained below.

- ♦ MuniFinancial has assumed a weighting of 0.24 for employment on most revenues and expenditures. This assumption is based on that there are 168 hours in one week and the average employee works 40 hours per week thus resulting in a weighting of 24 percent or 0.24 (40 hours is 24 percent of 168 hours). Residents generally receive a weighting of 1.00.
- ♦ A weighting of 0.69 for employment is assigned to fire protection service costs based on an extensive study conducted by the City of Phoenix, AZ.
- ♦ An employment weighting of zero was given for revenues and expenditures not associated with employment.
- ♦ Based on our experience with other cities throughout the state, employment is weighted more than residents for transient occupancy and franchise taxes because of the greater impact of nonresidential land uses on these revenue sources.

The per capita revenue and expenditures factors are calculated as follows:

- ♦ Calculate the revenue or cost per capita for each budget line item by dividing the total revenue or cost amount by the service population.
- ♦ The service population is calculated by multiplying the resident weighting factor for that line item by current residents (from Table 3) and adding it to the employment weighting factor for that line item multiplied by current employment (also from Table 3).
- ♦ The per capita revenue or cost is then multiplied by the resident weighting factor to calculate the revenue or cost per resident, and by the employment weighting factor to calculate the revenue or cost per employee.

The per capita revenue and expenditures factors are calculated by dividing the total revenue or cost amount for each budget line item by the service population. For example, in the case of the employment per capita for documentary stamp tax (under Fines and Penalties revenues from the FY 2005-06 budget, see Table 4), the model divides the total revenue of \$110,000 by the sum of the weighted service populations (1.00 times 51,000 residents plus 0.24 times 13,000 employees), generating a per capita revenue factor of \$2.03. The formula is shown below:

$$\$110,000 / ((1.0 * 51,000) + (0.24 * 13,000)) = \$2.03 \text{ per capita revenue}$$

If desired, the employment per capita revenue could be calculated by multiplying the per capita revenue by the employment weighting factor.

The model also multiplies these per capita revenue and expenditure factors by the service population associated with the land use scenario to calculate total revenues and costs associated with development.

Tables 4 and 5 summarize the City's General Fund per capita assumptions included in the model for revenues and costs, respectfully. Model inputs for line items with "N/A" are calculated using case study methods and are described in succeeding sections.

Table 4: Service Population Recurring Revenue per Capita

	FY 2004-05 G.F. Budget Revenues	Service Pop. Factors		Per Resident	Revenue Per Employee
		Resident	Employee		
Fund 10200: General Fund					
Dept : Undesignated Activity					
Account: Revenue					
Current Secured Property Tax	1,639,270.00	N/A	N/A	N/A	N/A
Current Supplemental Apportion	70,000.00	N/A	N/A	N/A	N/A
Current Unsecured Property Tax	15,000.00	N/A	N/A	N/A	N/A
Homeowner's Property Tax Relief	25,000.00	N/A	N/A	N/A	N/A
Homeowner's Property Tax Relief - Supp	10,000.00	N/A	N/A	N/A	N/A
Prior Year Property Tax	(5,000.00)	N/A	N/A	N/A	N/A
Secured Supplemental - Prior	(100.00)	N/A	N/A	N/A	N/A
Business License Tax	380,000.00	-	1.00	-	29.23
Cable Utility Franchise Tax	188,000.00	1.00	2.03	2.43	4.93
Electric Utility Franchise Tax	236,285.00	1.00	2.03	3.05	6.20
Documentary Stamp Tax	110,000.00	1.00	0.24	2.03	0.49
Sales and Use Taxes	5,530,154.37	NA	NA	N/A	N/A
Transient Room Occupancy Tax	280,000.00	1.00	5.00	2.41	12.07
Interest Income	381,842.00	1.00	0.24	7.06	1.69
Rents and Leases	1,200.00	1.00	0.24	0.02	0.01
Appeal Fees	100.00	1.00	0.24	0.00	0.00
Transfer-in From Fund 476	311,652.00	1.00	0.24	5.76	1.38
Motor Vehicle In-Lieu Tax	3,025,824.63	NA	NA	N/A	N/A
Off-Highway Motor Vehicle Licenses	1,500.00	1.00	-	0.03	-
ERAF Backfill Funding	(355,851.00)	1.00	0.24	(6.58)	(1.58)
Cash/Inventory Over, <Short>	-	1.00	0.24	-	-
Misc. Revenue - Unallocated	7,500.00	1.00	0.24	0.14	0.03
Property Damage Recovery	1,000.00	1.00	0.24	0.02	0.00
Refunds and Reimbursements	10,000.00	1.00	0.24	0.18	0.04
Sale of Real and Personal Property	-	1.00	0.24	-	-
Unrealized Gain <Loss> From Invest.	-	1.00	0.24	-	-
Property Tax In-Lieu	-	1.00	0.24	-	-
Interest Income - Property Tax	-	1.00	0.24	-	-
NET Account: Revenue	11,863,377.00			16.56	54.50
Dept 101: City Council					
Account: Revenue					
NET Account: Revenue	28,974.40	1.00	0.24	0.54	0.13
Dept 102: City Administrator's Office					
Revenue					
NET Account: Revenue	150,881.92	1.00	0.24	2.79	0.67
Dept 103: City Clerk's Office					
Account: Revenue					
NET Account: Revenue	52,893.12	1.00	0.24	0.98	0.23

Table 4: Service Population Recurring Revenue per Capita

	FY 2004-05 G.F. Budget Revenues	Service Pop. Factors		Per Resident	Revenue Per Employee
		Resident	Employee		
Dept 104: Finance Department					
Account: Revenue					
Business License Application Fee	28,000.00	-	1.00	-	2.15
Rental Business License App. Fee	1,120.00	-	1.00	-	0.09
Late Payment-Other Penalty	4,480.00	1.00	0.24	0.08	0.02
Transfer-In / Cost Recovery	230,452.32	1.00	0.24	4.26	1.02
Transfer-In From Fd. 420	8,400.00	1.00	0.24	0.16	0.04
Reimbursement-RDA to City	5,549.60	1.00	0.24	0.10	0.02
NET Account: Revenue	278,001.92			4.60	3.34
Dept 105: City Administrator - M.I.S. Unit					
Account: Revenue					
NET Account: Revenue	151,444.16	1.00	0.24	2.80	0.67
Dept 106: City Attorney's Office					
Account: Revenue					
NET Account: Revenue	247,651.04	1.00	0.24	4.58	1.10
Dept 107: Human Resources / Risk Management					
Account: Revenue					
NET Account: Revenue	124,624.64	1.00	0.24	2.30	0.55
Dept 108: Central Administration					
Account: Revenue					
NET Account: Revenue	304,442.00	1.00	0.24	5.63	1.35
Dept 130: Public Works Administration					
Account: Revenue					
NET Account: Revenue	482,900.00	1.00	0.24	8.92	2.14
Dept 218: Schools Policing Program					
Account: Revenue					
NET Account: Revenue	139,277.00	1.00	-	2.73	-
Dept 220: Police Service / Housing Authority					
Account: Revenue					
NET Account: Revenue	55,000.00	1.00	0.24	1.02	0.24
Dept 221: Police Services / Administration					
Account: Revenue					
NET Account: Revenue	411,362.00	1.00	0.24	7.60	1.82
Dept 225: Fire Services / Admin.					
Account: Revenue					
NET Account: Revenue	127,500.00	1.00	0.69	2.13	1.47
Dept 328: Public Works / Streets					
Account: Revenue					
NET Account: Revenue	1,349,822.00	1.00	0.24	24.77	5.94
Dept 338: Street Cleaning Activity					
Account: Revenue					
NET Account: Revenue	407,487.00	1.00	0.24	7.53	1.81
Dept 406: Nuisance Abatement					
Account: Revenue					
NET Account: Revenue	32,346.00	1.00	0.24	0.11	0.03
Dept 410: Community Development - Planning					
Account: Revenue					
NET Account: Revenue	163,270.00	1.00	0.24	3.02	0.72
Dept 411: Community Development/Bldg. Inspection					
Account: Revenue					
NET Account: Revenue	941,358.00	1.00	0.24	17.34	4.16

Table 4: Service Population Recurring Revenue per Capita

	FY 2004-05 G.F. Budget Revenues	Service Pop. Factors		Per Resident	Revenue Per Employee
		Resident	Employee		
Dept 412: Community Development - Engineering					
Account: Revenue					
NET Account: Revenue	941,889.00	1.00	0.24	16.59	3.98
Dept 661: Parks and C.S. Parks Mtca.					
Account: Revenue					
NET Account: Revenue	312,922.00	1.00	-	5.98	-
Dept 662: Parks and Community Ser					
Account: Revenue					
NET Account: Revenue	69,879.00	1.00	-	0.18	-
Dept 664: Parks and Comm. Svcs. - Admin.					
Account: Revenue					
NET Account: Revenue	32,589.00	1.00	-	0.64	-
Dept 666: Parks and C. S. Communitte Centers					
Account: Revenue					
NET Account: Revenue	1,900.00	1.00	-	0.04	-
Dept 667: Parks and C. S. Leisure Programs					
Account: Revenue					
NET Account: Revenue	7,253.00	1.00	-	0.14	-
Dept 669: Parks and Comm. Svcs. - Sports Programs					
Account: Revenue					
NET Account: Revenue	41,826.00	1.00	-	0.78	-
Dept 670: Parks/C.S. - Swimming Pool					
Account: Revenue					
NET Account: Revenue	18,563.00	1.00	-	0.34	-
Dept 671: Parks/C.S. Pan Am Center					
Account: Revenue					
NET Account: Revenue	26,109.00	1.00	-	0.49	-
Dept 672: Parks/C.S. Bergon Center					
Account: Revenue					
NET Account: Revenue	2,646.00	1.00	-	0.05	-
Dept 673: Parks/C.S. Westside Center					
Account: Revenue					
NET Account: Revenue	146.00	1.00	-	-	-
Dept 674: Parks/C.S. Mex-Am. Center					
Account: Revenue					
NET Account: Revenue	146.00	1.00	-	-	-
Dept 675: Parks/C.S. Millview Center					
Account: Revenue					
NET Account: Revenue	25,146.00	1.00	-	0.49	-
Dept 676: Parks/C.S. Spec. Needs					
Account: Revenue					
NET Account: Revenue	4,245.00	1.00	-	0.07	-
Dept 681: Parks & C.S.- Mace Street					
Account: Revenue					
NET Account: Revenue	17,045.00	1.00	-	0.32	-
Dept 682: Parks/Knox 05 -McNally 06					
Account: Revenue					
NET Account: Revenue	625.00	1.00	-	-	-

Table 4: Service Population Recurring Revenue per Capita

	FY 2004-05 G.F. Budget Revenues	Service Pop. Factors		Per Resident	Revenue Per Employee
		Resident	Employee		
Dept 683: Parks/C.S. Pan Am After School Account: Revenue					
NET Account: Revenue	125.00	1.00	-	-	-
Dept 684: Parks/Millview 05-Nishimoto 06 Account: Revenue					
NET Account: Revenue	416.00	1.00	-	-	-
Dept 685: Parks/C.S. Account: Revenue					
NET Account: Revenue	8,422.00	1.00	-	0.17	-
Dept 686: Parks/C.S. Camarena C.I.A. Account: Revenue					
NET Account: Revenue	30,750.00	1.00	-	0.60	-
Dept 687: Alpha After School Rec. Program Account: Revenue					
NET Account: Revenue	-	1.00	-	-	-
Dept 688: Parks/C.S. CDBG Program Account: Revenue					
NET Account: Revenue	13,264.00	1.00	-	0.26	-
Dept 689: Parks/C.S. Monroe A/S Account: Revenue					
NET Account: Revenue	1,091.00	1.00	-	0.01	-
Dept 690: Parks/C.S. Lincoln A/S Account: Revenue					
NET Account: Revenue	12,000.00	1.00	-	0.24	-
Dept 801: Public Works - Facilities Maintenance Account: Revenue					
NET Account: Revenue	389,801.00	1.00	0.24	6.40	1.54
Dept 812: Grant/Entitlement Oversight Account: Revenue					
NET Account: Revenue	354,187.00	1.00	0.24	6.07	1.46
TOTAL Fund 10200: General Fund	19,625,597.20	1.00	0.56	157.93	88.20

Table 5: Service Population Expenditures Per Capita

	Total Costs (FY 2004-05 G.F. Budget)	Service Pop. Factors		Expenditures Per Resident	Expenditures Per Employee
		Resident	Employee		
Dept 101: City Council	92,894.40	1.00	0.24	\$ 1.72	\$ 0.41
Dept 102: City Administrator's Office	451,173.60	1.00	0.24	8.34	2.00
Dept 103: City Clerk's Office	182,505.60	1.00	0.24	3.37	0.81
Dept 104: Finance Department	765,412.80	1.00	0.24	14.14	3.39
Dept 105: City Administrator - M.I.S.	290,178.00	1.00	0.24	5.36	1.29
Dept 106: City Attorney's Office	441,852.00	1.00	0.24	8.16	1.96
Dept 107: Human Resources / Risk Management	353,071.20	1.00	0.24	6.52	1.57
Dept 108: Central Administration	1,272,018.00	1.00	0.24	23.50	5.64
Dept 130: Public Works Administration	416,298.30	1.00	0.24	7.69	1.85
Dept 218: Schools Policing Program	169,088.40	1.00	-	3.32	-
Dept 220: Police Service / Housing Authority	96,837.60	1.00	0.24	1.79	0.43
Dept 221: Police Services / Administration	9,766,210.00	1.00	0.24	180.45	43.31
Dept 225: Fire Services / Administration	4,020,794.00	1.00	0.69	67.05	46.26
Dept 328: Public Works / Streets	2,106,721.70	1.00	0.24	38.93	9.34
Dept 338: Street Cleaning Activity	507,439.20	1.00	0.24	9.38	2.25
Dept 405: Community Promotion	270,427.20	1.00	0.24	5.00	1.20
Dept 406: Nuisance Abatement	266,353.20	1.00	0.24	4.92	1.18
Dept 410: Community Development - Planning	489,158.40	1.00	0.24	9.04	2.17
Dept 411: Community Development/Building Inspection	870,747.60	1.00	0.24	16.09	3.86
Dept 412: Community Development - Engineering	1,252,008.00	1.00	0.24	23.13	5.55
Dept 413: Community Development - Planning Commission	13,158.00	1.00	0.24	0.24	0.06
Dept 661: Parks and Community Services	2,115,911.20	1.00	-	41.49	-
Dept 662: Parks and Community Services	317,580.00	1.00	-	6.23	-
Dept 663: Parks and Comm. Svcs.-Beautification	7,540.80	1.00	-	0.15	-
Dept 664: Parks and Comm. Svcs. - Administration	395,864.40	1.00	-	7.76	-
Dept 665: Parks and Comm. Svcs. - Senior Programs	271,318.80	1.00	-	5.32	-
Dept 666: Parks and Comm. Svcs.- Community Centers	10,785.60	1.00	-	0.21	-
Dept 667: Parks and Comm. Svcs. - Leisure Programs	19,550.40	1.00	-	0.38	-
Dept 668: Parks and Comm. Svcs. - CIS	0.00	1.00	-	-	-
Dept 669: Parks and Comm. Svcs. - Sports Programs	96,703.20	1.00	-	1.90	-
Dept 670: Parks/C.S. - Swimming Pool	77,734.80	1.00	-	1.52	-
Dept 671: Parks/C.S. Pan Am Center	136,342.80	1.00	-	2.67	-
Dept 672: Parks/C.S. Bergon Center	42,627.60	1.00	-	0.84	-
Dept 673: Parks/C.S. Westside Center	19,552.80	1.00	-	0.38	-
Dept 674: Parks/C.S. Mex-Am. Center	18,888.00	1.00	-	0.37	-
Dept 675: Parks/C.S. Millview Center	98,295.20	1.00	-	1.89	-
Dept 676: Parks/C.S. Spec. Needs Adults	9,360.00	1.00	-	0.18	-
Dept 681: Parks & C.S.- Mace Street	18,036.00	1.00	-	0.35	-
Dept 683: Parks/C.S. Pan Am After School Program	12,584.40	1.00	-	0.25	-
Dept 684: Parks/C.S. Millview After School Program	18,888.00	1.00	-	0.37	-
Dept 685: Parks/C.S.	18,115.20	1.00	-	0.36	-
Dept 686: Parks/C.S. Camarena C.I.A.	47,220.00	1.00	-	0.93	-
Dept 687: Alpha After School Rec. Program	0.00	1.00	-	-	-
Dept 688: Parks/C.S. CDBG Program	26,167.20	1.00	-	0.51	-
Dept 689: Parks & C.S. Monroe A/S	23,680.80	1.00	-	0.46	-
Dept 690: Parks & C.S. Lincoln A/S	35,984.40	1.00	-	0.71	-
Dept 801: Public Works - Facilities Maintenance	721,726.80	1.00	0.24	13.34	3.20
Dept 812: Grant/Entitlement Oversight	560,973.60	1.00	0.24	10.37	2.49
TOTAL Fund 10200: General Fund	29,213,779.20	1.00	0.26	537.08	140.22

Note: See text for explanation of service population weighting factors.

Sources: City of Madera, Annual Budget FY 2005-08 projected expenditures; MuniFinancial.

c. Property Valuation Case Study

Property and property transfer taxes are calculated as follows:

- ♦ Property tax revenue equals the City's share of the base property tax rate multiplied by the Proposition 13 limit of one percent of total assessed value (the County, schools, and special districts receive the remainder of the one percent rate).

- ♦ Property transfer tax revenue equals the statewide statutory rate of \$0.055 per \$1,000 multiplied by the sales value of properties sold in a given year.

To project assessed value the model incorporates the Proposition 13 constraint of a maximum two percent (2%) annual increase in assessed value until properties are sold and reassessed at market value. The "Holding Period" assumption in Table 2 reflects the length of time that the model assumes properties are held prior to re-sale. Assessed value is then discounted at three percent (3%) annually to calculate property tax revenues in constant 2005 dollars. This approach is also used to calculate property transfer tax based on the market value of properties re-sold each year.

Table 6 provides the property and property transfer tax rate assumptions used in this analysis. The property tax share for purposes of this analysis is based on a rate of 14.713%, net of the Education Revenue Augmentation Fund (ERAF) deduction. This rate has been determined with the County to reflect the area of recent and potential areas of annexation to the City. The amount shown is the share net of the City's contribution to the ERAF mandated by the state since the recession of the early 1990s.

Table 6: Property-Related Tax Rates

	City Share
<u>Property Tax (Share of 1.0000% of A.V.)</u>	
Allocation of Tax Increment	
Gross	14.8960%
ERAF Deduction	0.1830%
Net	14.7130%
<u>Property Transfer Tax (Share of Sales Price)</u>	
	0.0550%

Source: County of Madera Auditor's office; City of Madera Finance Dept.; MuniFinancial.

IV. Model Calculations and Results

Table 7 presents the comprehensive revenue and expenditure detail for the fiscal impact analysis. The calculations for the property tax and property transfer tax are described above. Per capita revenue is calculated by multiplying the average per capita revenue per resident shown at the bottom of Table 4 by the estimated service population associated with the projected new development. The service population is calculated by multiplying the residential dwelling units shown in Table 1 by the density factors shown in Table 2. The per capita costs are calculated by multiplying the per capita costs shown at the bottom of Table 5 by the proposed service population. Table 7 projects costs and revenues out 20 years to show the impact of Proposition 13 as discussed above. The result is a net negative fiscal impact of approximately \$145,400. For the purpose of this analysis, please note that the costs are held constant. Property Tax revenues and the Property Tax In-lieu portion of the Vehicle License Fee are both limited to 2% a year as

a result of Proposition. 13. This limiting factor will result in a decrease in these revenues over time if the 2% growth rate is less than the rate of inflation.

Table 7: Net Fiscal Impact per Dwelling Unit

<u>FY Ending</u>	<u>2005</u>	<u>2010</u>	<u>2015</u>	<u>2020</u>	<u>2025</u>
<u>Revenue</u>					
Property Tax	\$ 40,000	\$ 198,000	\$ 194,000	\$ 193,000	\$ 192,000
Sales Tax	12,000	58,000	58,000	58,000	58,000
Property Transfer Tax	2,000	11,000	11,000	11,000	11,000
Vehicle License Fee	54,900	269,800	265,400	263,400	262,600
Per Capita Revenue	<u>56,000</u>	<u>279,000</u>	<u>279,000</u>	<u>279,000</u>	<u>279,000</u>
Total Revenue	\$ 164,900	\$ 815,800	\$ 807,400	\$ 804,400	\$ 802,600
<u>Costs</u>					
Per Capita Cost	<u>190,000</u>	<u>948,000</u>	<u>948,000</u>	<u>948,000</u>	<u>948,000</u>
Total Costs	\$ 190,000	\$ 948,000	\$ 948,000	\$ 948,000	\$ 948,000
Net Impact	\$ (25,100)	\$ (132,200)	\$ (140,600)	\$ (143,600)	\$ (145,400)
Dwelling Units	<u>100</u>	<u>500</u>	<u>500</u>	<u>500</u>	<u>500</u>
Net Impact per Unit	<u>\$ (251)</u>	<u>\$ (264)</u>	<u>\$ (281)</u>	<u>\$ (287)</u>	<u>\$ (291)</u>

Source: MuniFinancial

The net fiscal impact is the sum of total General Fund revenues less total costs associated with development based on the land use scenario. Table 7 presents the estimated negative fiscal impact of residential development, which is \$291 per dwelling unit. This result is based on the land use scenario shown in Table 1 and the assumptions and methodologies presented in this report.

V. Net Impact Per Unit Calculation Summary (Table 7)

Property Tax – The property taxes, based on the values per unit in Table 2 are increased as new homes are sold, based on the absorption schedule in Table 1. The value per unit then slightly decrease over time due to valuation increases being limited to 2% annually per Prop. 13, while inflation increases at an estimated 3%.

Sales Tax – The sales tax revenues for the City are calculated to a per unit amount and as homes are sold the increase in population will add to the Sales Tax generated in the City.

Property Transfer Tax – Every 7 years it is estimated that homes will be sold. As a result of these sales the City will receive a property transfer tax for each unit sold.

Vehicle License Fee – The vehicle license fee is based on population and assessed value (property tax in-lieu), so as new homes are sold and the population grows the fee will increase. Although, the value will slowly decrease due to valuation increases limited to 2% annually, per Prop. 13, while inflation increases at an estimated 3%.

Per Capita Revenue – For revenue sources not modeled above, the revenues are spread based on the population and the per capita weighting as reflected in Tables 4 and 5.

Total Revenue – This total reflects the amount for a 500 unit residential development.

Per Capita Cost – The costs of services are spread based on the population and the per capita weighting as reflected in Tables 4 and 5. This total reflects the amount for a 500 unit residential development.

Dwelling Units - For representative purposes this analysis looks at a 500 unit development which is developed over 5 years.

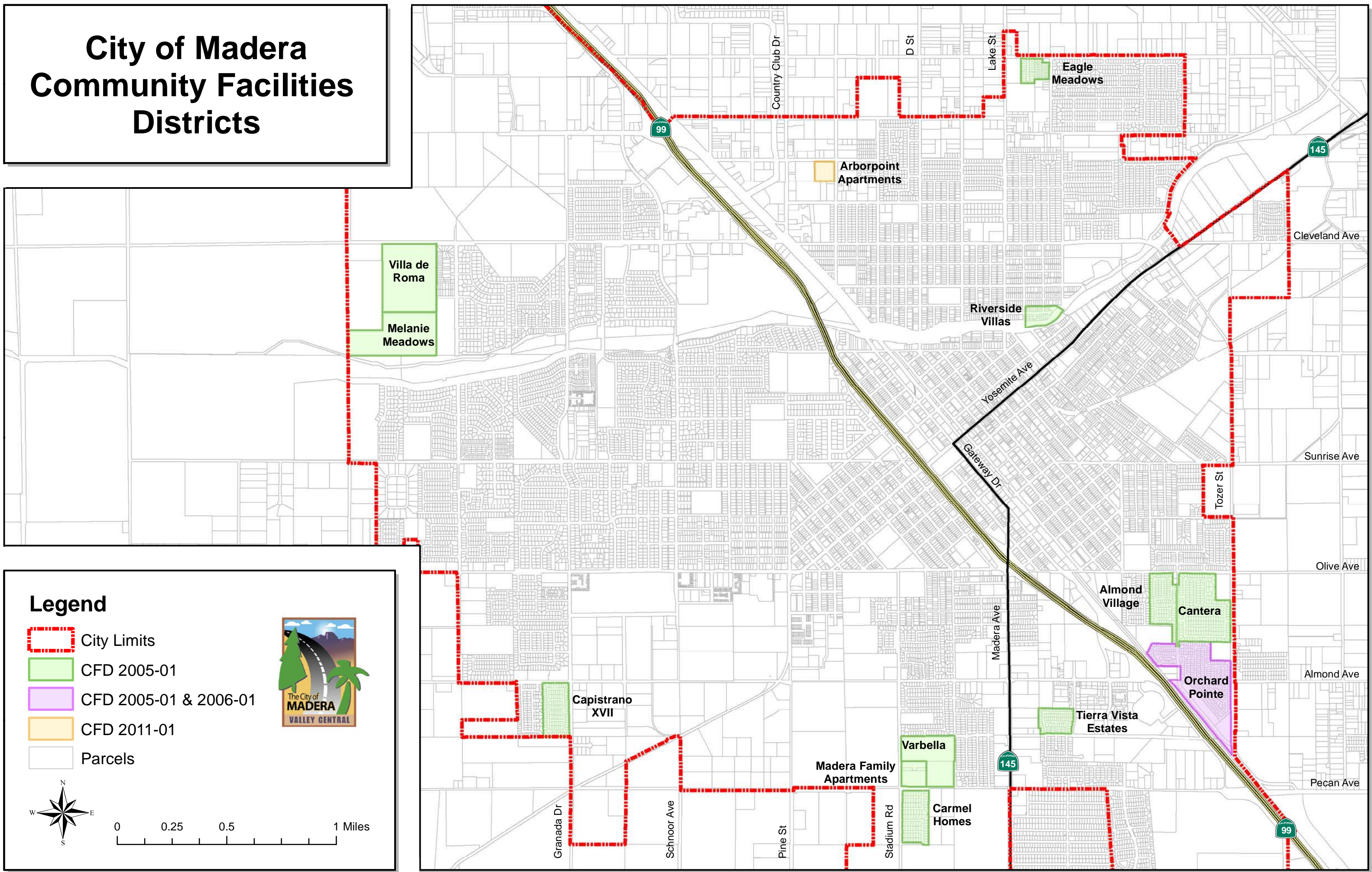
Net Impact per Unit – This is equal to the Per Capita Revenue less the Per Capita Cost, then divided by the 500 units. This result from the model is for a standard residential development, based on certain assumptions. Although the model uses a 500 unit development, the result per unit can be applied to any standard development mix of 75% single family residential and 25% multi family residential.

VI. Conclusion






The purpose of this report is to determine whether residential development results in a positive or negative impact on the General Fund of the City of Madera. The City is considering the imposition of special taxes on new residential development in the form of a CFD to offset the negative impacts of that development.

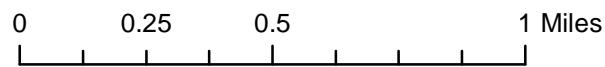
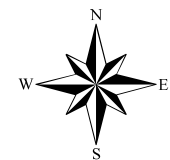
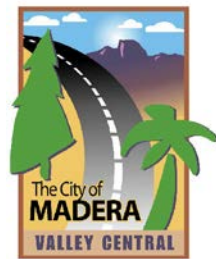
The model developed for the City of Madera analyzes current revenue and expenditures as adjusted to an acceptable level of service as defined by the City and projects costs and revenues based on these conditions to future residential development. Based on the fiscal analysis presented in this report, the estimated negative fiscal impact of residential development in Madera is \$291 per residential dwelling unit.

City of Madera Community Facilities Districts



Legend

-  City Limits
-  CFD 2005-01
-  CFD 2005-01 & 2006-01
-  CFD 2011-01
-  Parcels



**CITY OF MADERA
COMMUNITY FACILITIES DISTRICT NO. 2005-1
RATE AND METHOD OF APPORTIONMENT**

A Special Tax of Community Facilities District No. 2005-1 of the City of Madera (the "District") shall be levied on all Assessor's Parcels in the District and collected each Fiscal Year commencing in Fiscal Year 2006-07 in an amount determined by the City through the application of the rate and method of apportionment of the Special Tax set forth below. All of the real property in the District, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acre or Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final subdivision map, other final map, other parcel map, other condominium plan, or functionally equivalent map or instrument recorded in the Office of the County Recorder. The square footage of an Assessor's Parcel is equal to the Acreage multiplied by 43,560.

"Act" means the Mello-Roos Community Facilities Act of 1982, being Chapter 2.5, Part 1, Division 2 of Title 5 of the Government Code of the State of California, as amended, which authorizes the establishment of the District to finance: a) police protection services, and b) fire protection and suppression services, c) park maintenance, d) storm drainage system operation and maintenance and other services as defined herein including but not limited to ambulance and paramedic services.

"Administrative Expenses" means the actual or estimated costs incurred by the City as administrator of the District to determine, levy and collect the Special Taxes, including the proportionate amount of the salaries and benefits of City employees whose duties are directly related to administration of the District and the fees of consultants, legal counsel, the costs of collecting installments of the Special Taxes upon the general tax rolls, preparation of required reports; and any other costs required to administer the District as determined by the City.

"Annual Escalation Factor" means the greater of the increase in the annual percentage change of the All Urban Consumers Consumer Price Index (CPI) or three percent (3%). The annual CPI used shall be for the area of San Francisco-Oakland-San Jose, CA as reflected in the then-current April update. The annual CPI used shall be as determined by the United States Department of Labor, Bureau of Labor Statistics, and may be obtained through the California Division of Labor Statistics and Research (www.dir.ca.gov/dlsr). If the foregoing index is not available, the District Administrator shall select a reasonably comparable index.

"Assessor's Parcel" means a lot or parcel shown in an Assessor's Parcel Map with an assigned assessor's parcel number.

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by assessor's parcel number.

"Base Year" means Fiscal Year ending June 30, 2007.

"City" means the City of Madera.

"Council" means the City Council of the City of Madera, acting as the legislative body of the District.

"County" means the County of Madera, California.

"Developed Multi-Family Residence" means all Assessor's Parcels of Developed Property for which a building permit has been issued for purposes of constructing a residential structure consisting of two or more residential units that share common walls, including, but not limited to, duplexes, triplexes, town homes, condominiums, and apartment units.

"Developed Property" means all Taxable Property, exclusive of Property Owner Association Property, Non-Residential Property, or Public Property, for which a building permit was issued after January 1, 2005, and prior to May 1st preceding the Fiscal Year in which the Special Tax is being levied.

"Developed Single-Family Residence" means all Assessor's Parcels of Developed Property for which a building permit(s) has been issued for purposes of constructing one single-family residential dwelling unit.

"District Administrator" means an official of the City, or designee thereof, responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Taxes.

"District" means Community Facilities District No. 2005-1 of the City of Madera.

"Entitled Property" means an Assessor's Parcel and/or Lot in the District, which has a Final Map recorded prior to January 1st preceding the Fiscal Year in which the Special Tax is being levied, but for which no building permit has been issued prior to the May 1st preceding the Fiscal Year in which the Special Tax is being levied. The term "Entitled Property" shall apply only to Assessors' Parcels and/or Lots, which have been subdivided for the purpose of residential development, excluding any Assessor's Parcel that is designated as a remainder parcel determined by final documents and/or maps available to the District Administrator.

"Final Map" means an Assessor's Parcel Map, a final subdivision map, other parcel map, other final map, other condominium plan, or functionally equivalent map that has been recorded in the Office of the County Recorder.

"Fiscal Year" means the period starting July 1 and ending on the following June 30.

"Land Use Class" means any of the classes listed in Table 1.

"Lot" means property within a recorded Final Map identified by a lot number for which a building permit has been issued or may be issued.

"Maximum Special Tax" means the maximum Special Tax, determined in accordance with Section C below that can be levied in the District in any Fiscal Year on any Assessor's Parcel.

"Non-Residential Property" means all Assessors' Parcels for which a building permit(s) has been issued for a non-residential use and does not contain any residential units as defined under Developed Single Family Residence or Developed Multi-Family Residence.

"Property Owner Association Property" means any property within the boundaries of the District that is owned by, or irrevocably dedicated as indicated in an instrument recorded with the County Recorder to a property owner association, including any master or sub-association.

"Proportionately" means in a manner such that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Assessor's Parcels within each Land Use Class.

"Public Property" means any property within the boundaries of the District that is, at the time of the District formation or at the time of an annexation, expected to be used for rights-of-way, parks, schools or any other public purpose and is owned by or irrevocably offered for dedication to the federal government, the State, the County, the City or any other public agency.

"Service Costs" means the estimated and reasonable costs of providing police protection services and fire protection and suppression services, including but not limited to (i) the costs of contracting services, (ii) equipment, vehicles, ambulances and paramedics, fire apparatus, supplies, (iii) the salaries and benefits of City staff that directly provide police protection services and fire protection and suppression services and other services as defined herein, respectively, (iv) City overhead costs associated with providing such services within the District, (v) park maintenance, and (vi) storm drainage system operation and maintenance. On each July 1 following the Base Year, the increases attributed to salaries and benefits shall be calculated and limited to the increase based on the Annual Escalation Factor. The Special Tax will finance Services that are in addition to those provided in or required for the territory within the District and will not be replacing Services already available. The Special Tax provides only partial funding for police services, fire suppression and protection services, park maintenance, and storm drainage system operation and maintenance.

"Special Tax" means the Special Tax to be levied in each Fiscal Year on each Assessor's Parcel of Taxable Property to fund the Special Tax Requirement, and shall include Special Taxes levied or to be levied under Sections C and D, below.

"Special Tax Requirement" means that amount required in any Fiscal Year for the District to: (i) pay for Service Costs; (ii) pay reasonable Administrative Expenses; (iii) pay any amounts required to establish or replenish any reserve funds; and (iv) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous Fiscal Year; less any surplus of funds available from the previous Fiscal Year's Special Tax levy.

"State" means the State of California.

"Taxable Property" means all of the Assessor's Parcels within the boundaries of the District and any future annexation to the District that are not exempt from the Special Tax pursuant to law or as defined herein.

"Tax-Exempt Property" means an Assessor's Parcel not subject to the Special Tax. Tax-Exempt Property includes: (i) Public Property, (ii) Property Owner Association Property, (iii) Non-Residential Property, and (iv) property designated by the City or District Administrator as Tax-Exempt Property.

"Undeveloped Property" means, for each Fiscal Year, all Assessor's Parcels of Taxable Property not classified as Developed Property or Entitled Property, including an Assessor's Parcel that is designated as a remainder parcel and is not identified as potential Public Property by any final documents and/or maps available to the District Administrator.

"Unit" means any separate residential dwelling unit in which a person or persons may live, which comprises an independent facility capable of conveyance separate from adjacent residential dwelling units and is not considered to be for commercial or industrial use.

B. ASSIGNMENT TO LAND USE CATEGORIES

Each Fiscal Year using the definitions above, all Taxable Property within the District shall be classified as Developed Property, Entitled Property, or Undeveloped Property. Developed Property shall be further classified as Developed Single-Family Residence or Developed Multi-Family Residence. Commencing with the Base Year and for each subsequent Fiscal Year, all Taxable Property shall be subject to Special Taxes pursuant to Sections C and D below.

C. MAXIMUM SPECIAL TAX RATE

1. Developed Property

TABLE 1
Maximum Special Tax for Developed Property
Community Facilities District No. 2005-1

Land Use Class	Description	Maximum Special Tax Per Unit¹
1	Developed Single-Family Residence	\$311 per Unit
2	Developed Multi-Family Residence	\$285 per Unit

¹ Maximum Special Tax includes Administrative Expenses.

2. Entitled Property

TABLE 2
Maximum Special Tax for Entitled Property
Community Facilities District No. 2005-1

Land Use Class	Description	Maximum Special Tax Per Lot
3	Entitled Property	\$166 per Lot

¹ Maximum Special Tax includes Administrative Expenses.

On each July 1 following the Base Year (i.e., July 1, 2007), the Maximum Special Tax Rates in Table 1 and Table 2 shall be increased in accordance with the Annual Escalation Factor.

3. Undeveloped Property

No Special Tax shall be levied on Undeveloped Property

4. Tax-Exempt Property

No Special Tax shall be levied on Tax-Exempt Property.

5. Multiple Land Use Classes

In some instances an Assessor's Parcel may contain more than one Land Use Class. The Maximum Special Tax levied on an Assessor's Parcel shall be the sum of the

Maximum Special Tax levies that can be imposed on all Land Use Classes located on that Assessor's Parcel.

D. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

Commencing with Fiscal Year 2006-07, and for each subsequent Fiscal Year, the District Administrator shall calculate the Special Tax Requirement based on the definitions in Section A and levy the Special Tax as follows until the amount of the Special Tax levied equals the Special Tax Requirement. First, the Special Tax shall be levied each Fiscal Year on each Assessor's Parcel of Developed Property Proportionately between Developed Single-Family Residence and Developed Multi-Family Residence up to 100% of the applicable Maximum Special Tax. Second, if the Special Tax Requirement has not been satisfied by the first step, then the Special Tax shall be levied each Fiscal Year on each Assessor's Parcel of Entitled Property up to 100% of the applicable Maximum Special Tax for Entitled Property.

E. APPEALS

Any taxpayer that believes that the amount of the Special Tax assigned to an Assessor's Parcel is in error may file a written notice with the District Administrator appealing the levy of the Special Tax. This notice is required to be filed with the District Administrator during the Fiscal Year the error is believed to have occurred. The District Administrator or designee will then promptly review the appeal and, if necessary, meet with the taxpayer. If the District Administrator verifies that the tax should be changed, the Special Tax levy shall be corrected and, if applicable in any case, a refund shall be granted.

F. EXEMPTIONS

No Special Tax shall be levied on Non-Residential Property, Undeveloped Property, Property Owner Association Property or Public Property.

G. MANNER OF COLLECTION

Special Tax as levied pursuant to Section D above shall be collected in the same manner and at the same time as ordinary ad valorem property taxes; provided, however, that the District Administrator may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner if necessary to meet the financial obligations of the District or as otherwise determined appropriate by the District Administrator.

H. TERM OF SPECIAL TAX

After the establishment of the District, the City Council may reexamine, if deemed necessary by City Council, the necessity of the continuance of the Special Tax through the preparation of a Fiscal Impact Analysis, otherwise the Special Tax shall be levied in perpetuity.

BOUNDARY MAP OF CITY OF MADERA
 COMMUNITY FACILITIES DISTRICT NO. 2005-1

CITY OF MADERA
 COUNTY OF MADERA
 STATE OF CALIFORNIA

FILED IN THE OFFICE OF THE CITY CLERK THIS DAY OF 2005

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF CITY OF MADERA COMMUNITY FACILITIES DISTRICT NO. 2005-1, COUNTY OF MADERA, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF MADERA AT A REGULAR MEETING THEREOF, HELD ON THE DAY OF 2005, BY ITS RESOLUTION NO.

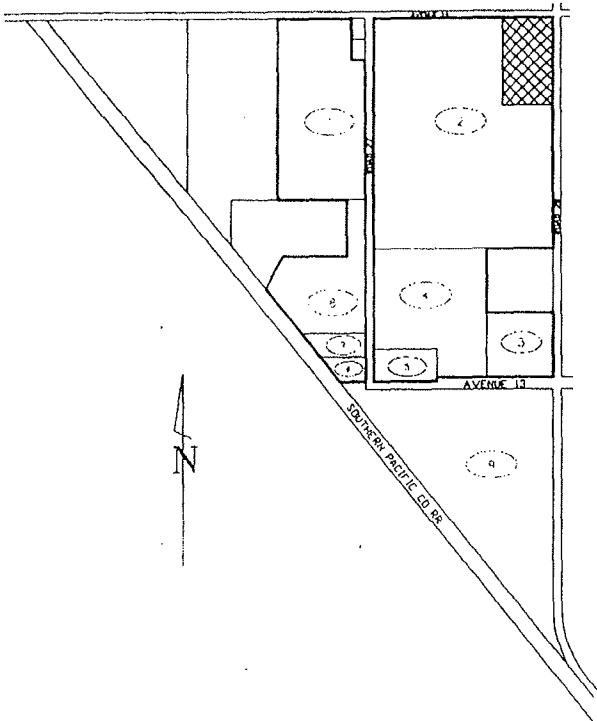
.....
 CITY CLERK
 CITY OF MADERA

FILED THIS DAY OF 2005, AT THE HOUR OF O'CLOCK M. IN THE BOOK PAGE OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AND AS INSTRUMENT NO. IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF MADERA, STATE OF CALIFORNIA

.....
 COUNTY RECORDER
 COUNTY OF MADERA
 STATE OF CALIFORNIA

THE LINES AND DIMENSIONS OF EACH LOT OR PARCEL SHOWN ON THIS DIAGRAM SHALL BE THOSE LINES AND DIMENSIONS AS SHOWN ON THE MADERA COUNTY ASSESSOR'S MAPS FOR THOSE PARCELS LISTED

THE MADERA COUNTY ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS



LEGEND

- ANNEXATION BOUNDARY
- ASSESSMENT NUMBER
- ▨ NOT A PART OF

ASMT. NO.	ASSESSOR'S PARCEL NO.
1	011-330-001
2	011-330-004
3	011-330-006
4	011-330-007
5	011-330-008
6	011-330-009
7	011-330-010
8	011-330-011
9	011-340-001

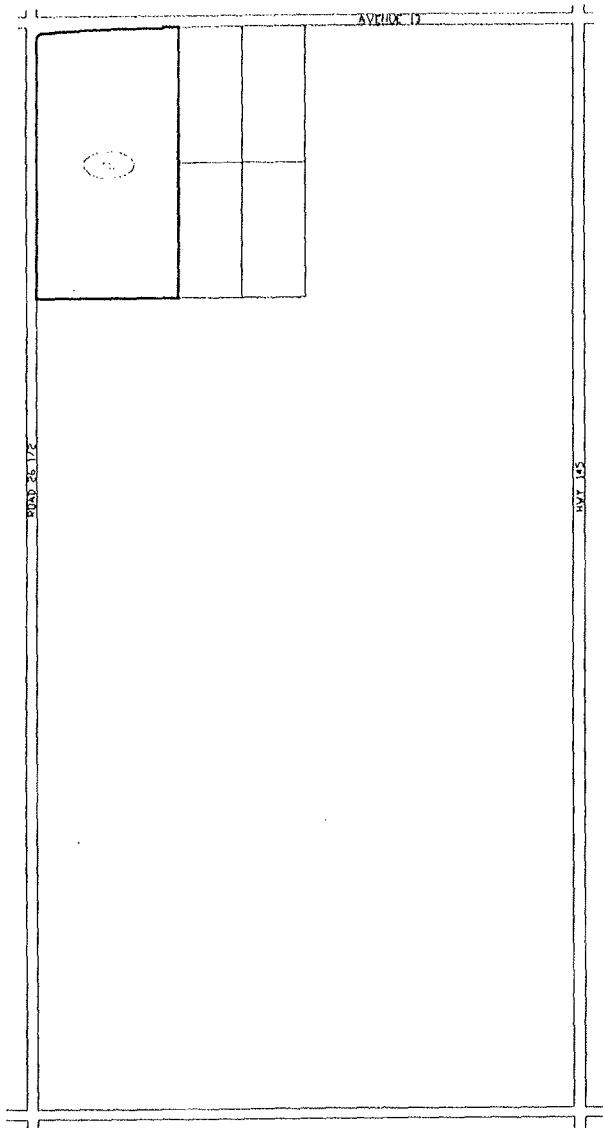


MuniFinancial

27306 Via Industria
 Suite 110
 Temecula, California 92590-3661
 Phone (951) 687-3500 Fax (951) 687-3010

BOUNDARY MAP OF CITY OF MADERA
COMMUNITY FACILITIES DISTRICT NO. 2005-1

CITY OF MADERA
COUNTY OF MADERA
STATE OF CALIFORNIA



- LEGEND
- ANNEXATION BOUNDARY
 - ASSESSMENT NUMBER

ASMT. NO.	ASSESSOR'S PARCEL NO.
10	046-030-000

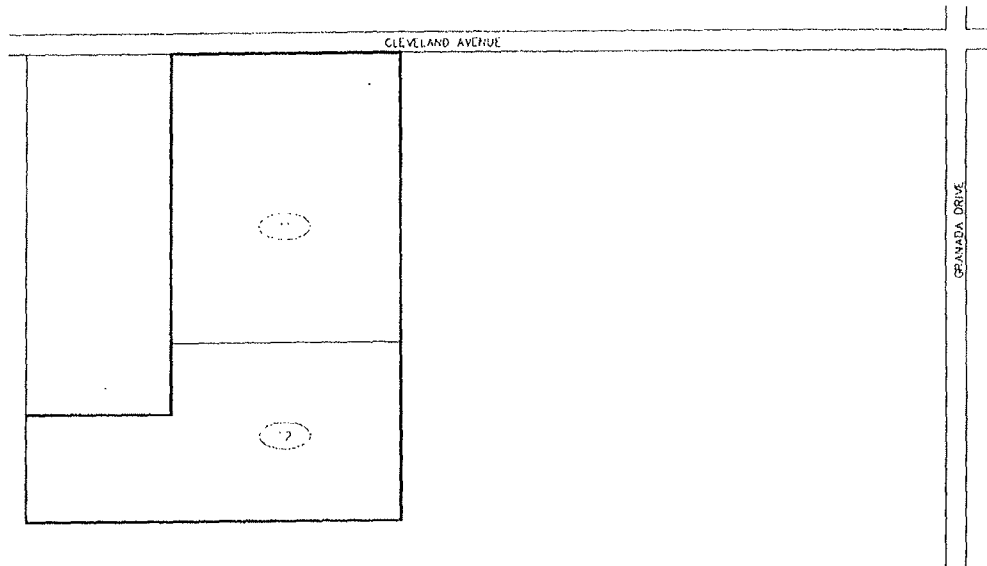


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BOUNDARY MAP OF CITY OF MADERA
COMMUNITY FACILITIES DISTRICT NCL 2005 1

CITY OF MADERA
COUNTY OF MADERA
STATE OF CALIFORNIA



LEGEND

-  ANNEXATION BOUNDARY
-  ASSESSMENT NUMBER

ASMT. NO.	ASSESSOR'S PARCEL NO.
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12	006-300-010

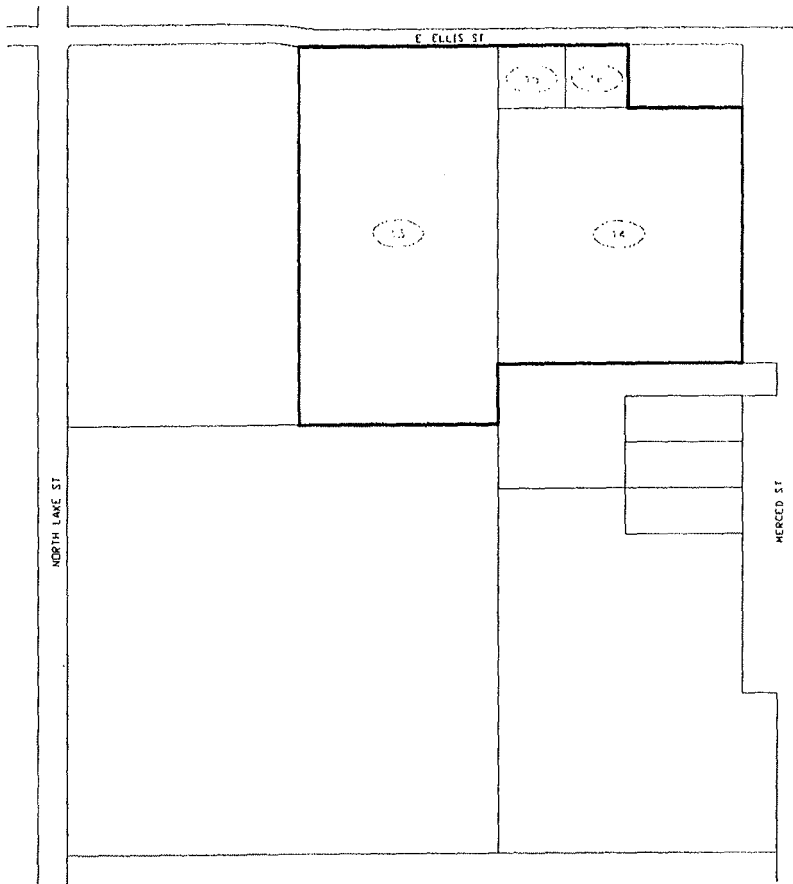


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BOUNDARY MAP OF CITY OF MADERA
 COMMUNITY FACILITIES DISTRICT NO. 2005-1

CITY OF MADERA
 COUNTY OF MADERA
 STATE OF CALIFORNIA



LEGEND

— ANNEXATION BOUNDARY

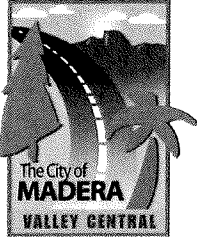
Ⓢ ASSESSMENT NUMBER

ASMT. NO.	ASSESSOR'S PARCEL NO.
13	005-110-006
14	005-110-024
15	005-110-025
16	005-110-026



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REPORT TO CITY COUNCIL

Approved by:

Sonia Alvarez
Department Director

[Signature]
City Administrator

Council Meeting of: 9/07/16

Agenda Number: E-3

SUBJECT: Request for Direction on Council Participation in the Old Timers' Day Parade and Consideration of a Minute Order Authorizing the Mayor to Sign the Hold Harmless Agreement or Related Documents

RECOMMENDATION: Staff requests direction on Council participation in the Old Timers' Day Parade scheduled Saturday, September 24, 2016 and consideration of approval of a minute order authorizing the Mayor to sign the Hold Harmless Agreement or related documents. Council is also encouraged to offer suggestions on parade entry.

DISCUSSION: The City Council has traditionally participated in the Old Timer's Day Parade. The Old Timers' Day Parade is a popular community event which draws City and County residents alike to downtown Madera. The event is celebrating its 85th anniversary this year.

Staff requests Council direction on Council participation in the parade. Council is also encouraged to offer suggestion on parade entry. Prior year entries included fire engines, police vehicles, golf carts, vehicles from a local auto dealer.

Should the Council decide to participate in the parade, the parade organizers require that a Hold Harmless Agreement be signed and submitted with the entry application.

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: _____

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 24, 2016

Entries Close on Sept. 14, 2016

Political & Commercial	\$75.00
All Others	\$45.00
Late fee after 09/14/16	\$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

Entry Form
2016 Old Timers' Day Parade
Saturday Spetember 24, 2016
Entries Close September 14, 2016

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.

