

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

NOTICE AND AGENDA

**Wednesday, October 19, 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: Pastor David Votaw, Harvest Community 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 An Overview of the Madera County Economic Development Commission (Bobby Kahn)

B. CONSENT CALENDAR

B-1 Minutes – 6/15/16

B-2 Information Only – Warrant Disbursement Report

B-3 Weekly Water Conservation Report 10/3/16-10/9/16 (Report by Dave Randall)

- B-4 Consideration of a Minute Order Rejecting a Claim filed by Abelica Sanchez (Report by Wendy Silva)
- B-5 Consideration of a Resolution Approving Submission of an Application to the State Department of Parks and Recreation for Grant Funds Relating to Madera Sunrise Rotary Sports Complex (Report by Mary Anne Seay)
- B-6 Consideration of a Resolution Approving Additional Part Time Positions and Supplies for the Infrastructure Condition Assessment Project and Amending the Fiscal Year 2016-17 Sewer Budget and Appropriating Funds to Specified Sewer Fund Accounts (Report by Dave Randall)
- B-7 Consideration of a Resolution Authorizing Participation in the State Interagency Intercept Collections Program and Authorizing the Mayor to Execute the Intent to Participate and Any and All Documents Necessary to Facilitate Participation in the Program (Report by Brent Richardson)
- B-8 Consideration of a Resolution Approving Attorney-Client Fee Contract with the Law Offices of Gregory L. Myers and Authorizing the Mayor to Execute the Contract on Behalf of the City (Report by Brent Richardson)

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

There are no items for this section.

D. WRITTEN COMMUNICATIONS

- D-1 Consideration of a Request from the Madera County Public Health Department for Appointment of Council Members to Serve on the Communities of Excellence Needs Assessment Group for Tobacco Control (Mayra Miranda)

E. ADMINISTRATIVE REPORTS

- E-1 Discussion and Consideration of Potential Consolidation of the Parkwood Water System with the City of Madera Water System; and

Consideration of Authorization, by Minute Order, for the Mayor to Sign a Letter Directed to the State Water Resources Control Board (Water Board) Stating the City's Intent to Negotiate a Consolidation Agreement with the County of Madera and the Water Board Addressing the Parkwood Consolidation Project; and

Direct the City Administrator to Work with Madera County and Water Board Representatives to Negotiate Terms of a Consolidation Agreement for Consideration by the City Council (Report by Dave Randall)

- E-2 Request for Direction Regarding the Preferred Method for Providing Landscape Maintenance Services to Median Islands and Other City Facilities

And

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 Mary Anne Seay)

- E-3 Consideration of a Request to Appoint Three Council Members to Serve on a City Council Ad Hoc Subcommittee to Negotiate the Terms of a Proposed Development Agreement for the Madera Travel Center Project (Report by David Merchen)

F. COUNCIL REPORTS

- F-1 Consideration of a Resolution Commemorating the November 1984 Violence in India as Sikh Genocide (Report by Mayor Poythress)

G. CLOSED SESSION

- G-1 Closed Session Announcement – City Attorney
- G-2 Conference with Legal Counsel – Anticipated Litigation. Significant exposure to litigation pursuant to Government Code §54956.9(d)(2): 1 case
- G-3 Conference with Legal Counsel – Existing Litigation. Subdivision (d)(1) of Government Code §54956.9

One case: Junaid Lateef v. City of Madera
MCV 072672
- G-4 PERSONNEL EVALUATION--Pursuant to Government Code §54957

Position: City Clerk
- G-5 PERSONNEL EVALUATION--Pursuant to Government Code §54957

Position: City Administrator
- G-6 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
Mid Management Group
Madera Police Officers' Association
Law Enforcement Mid Management Group
Management Employees
- G-7 Conference with Real Property Negotiators - Pursuant to Government Code Section 54956.8

Property: 1 Parcel

Adamas LLC APN 038-040-004
Agency Negotiators: David Merchen, Les Jorgensen
Negotiating Parties: Ed & Gail Hanhart McIntyre and Adamas LLC
Under Negotiations: Price and Terms
- G-8 Closed Session Report – City Attorney

ADJOURNMENT – Next regular meeting November 2, 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 October 19, 2016, near the front entrances of City Hall at 3:00 p.m. on October 14, 2016.



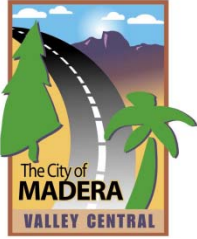
Sonia Alvarez, City Clerk

Agenda: October 19, 2016

Item: A-1

Overview of the Madera County Economic Development Commission (Bobby Kahn)

**There is no report for this item.
Presentation Only**



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

**June 15, 2016
6:00 p.m.**

**Council Chambers
City Hall**

CALL TO ORDER

The regular meeting and special meeting for 06/15/16 was called to order by Mayor Poythress at 6:00 p.m.

ROLL CALL:

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

Others present were City Administrator David Tooley, City Attorney Brent Richardson, City Clerk Sonia Alvarez, City Engineer Keith Helmuth, Director of Human Resources Wendy Silva, Planning Manager Chris Boyle, Director of Financial Services Tim Przybyla, Director of Parks & 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, Project Development Coordinator Ellen Bitter, Unit Fire Chief Nancy Koerperich, Battalion Chief Matt Watson, Commander Dino Lawson, Successor Agency Executive Director Jim Taubert, Neighborhood Preservation Supervisor Viola Rodriguez and Neighborhood Preservation Specialist I Fabela Rodriguez

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.

Mayor Poythress opened Public Comment for both meetings.

No comments were offered.

PRESENTATIONS: PG&E Sponsorship Check for Movies in the Park and Cooling Centers

Ann Kloose, PG&E Senior Public Affairs Representative stated she was excited to be there again and it was kind of like Groundhog's Day as she's back again supporting the Movies in the Park and the summer programs, but it's like a good kind of Groundhog's Day. Ms. Kloose shared with the Council that they've been at this for a while, and the reason is as the Council knows, that the City has an absolutely fantastic Parks & Community Services Department; they are stellar. Ms. Kloose stated that under the leadership of the City's team, the City pulls off stuff and make parks happen.

Ms. Kloose stated that the thing she is excited about is that they've been doing the Cooling Center grant since 2008 and the total grant that they've given to the City of Madera Parks & Community Services Department for the Cooling Center Grant is \$64,000.

Ms. Kloose stated that they have been doing PG&E Movies in the Park since 2013 and that's \$23,000 that PG&E has given. Ms. Kloose stated that the thing that Director of Parks & Community Services, Mary Anne Seay didn't even know yet is that she [Ms. Kloose] just received approval to support Movies in the Park for 2017 as well. So, she is very excited to announce that due to Ms. Seay and her diligence, PG&E leadership is going to support 2017 as well.

Ms. Kloose stated that all those numbers mean, added up together, that program support from PG&E for the City's summer programs is up to \$92,000. Ms. Kloose congratulated the Parks & Community Services Department for pulling that off. Ms. Kloose stated that she is here today to give the City the 2016 installment in the form of the big check.

Ms. Kloose stated that there was a funny story regarding the beach balls. Ms. Kloose stated that when PG&E came last year and did Movies in the Park and part of the Backpack Giveaway, they had PG&E volunteers out there making connections with the City's constituents, signing people up for energy audits, making sure they had all the discounts that they are entitled to; they brought beach balls just for fun. They had kind of a beach ball party where the City did the PG&E Spell Out, the City did a chant and they knocked beach balls into the crowd and whipped up a frenzy. It was so exciting for them that they decided to do it again this year. Ms. Kloose stated that they are going to do it again on August 5th when the City has the Backpack program. PG&E is going to come out and re-create the whole thing, because it was so much fun and excitement last year. They are going to knock beach balls into the crowd and it's going to have the City of Madera's Park logo and the PG&E logo, so that everybody knows just what an important partnership it is.

Ms. Kloose stated that last night on the news, she saw that the City was collecting backpacks for the program, so she ran to Kohl's and shopped, because she loves to shop and she got a backpack which she'd like to go ahead and donate to get the Backpack Giveaway started. Ms. Kloose stated that somebody's going to be "styling" next year. Ms. Kloose stated that she wanted to start that off because she did see that on the news last night and it gave her an excuse to go to Kohl's.

Mayor Poythress asked if Ms. Kloose had been watching Channel 30 and Ms. Kloose replied affirmatively.

Ms. Kloose stated that she does have the check, as she'd mentioned, for this year's installment and she can't wait to come back next year and plan to do it again.

Mayor Poythress suggested [doing the presentation of the check] up at the dais with all of the Council Members and the beach balls. Mayor Poythress stated that it was so festive and exciting. The Council and Ms. Kloose posed for a picture. Mayor Poythress thanked Ms. Kloose.

Mayor Poythress stated that they would now be moving into the Special Meeting.

E. ADMINISTRATIVE REPORTS

E-1 Update on the Status of Emergency Repairs for the Sanitary Sewer Main on Schnoor Avenue

And

Request for Authorization to Proceed with Proposed Emergency Repairs (Report by Keith Helmuth)

Keith Helmuth, City Engineer stated that it had been eight weeks since the Council approved an emergency declaration intended to expedite design, investigations, repairs and possible replacement of the sewer line on Schnoor Avenue that is suspect at the moment.

Mr. Helmuth stated that following the emergency declaration, staff began working with a contractor that installs a Cured in Place Pipe (CIPP). Mr. Helmuth stated that the process was unfortunately delayed by about four weeks, but they are back on track now. The contractor that staff was working with used something called a "boiler" to heat up the pipe and that failed. Mr. Helmuth stated that the contractor had a sub-contractor on the project that was going to do the larger portion of the pipe. There are two different sizes of pipe on the project; one is a smaller pipe and one is a larger pipe. Mr. Helmuth stated that with the contractor's boiler going down and needing to bow out, the sub-contractor came online as they had some time and were available to help the City. Mr. Helmuth stated that the City is set to go with that contractor.

Mr. Helmuth asked what the plan was for the installation of that liner. Mr. Helmuth stated that the City has two different sections of liner that will be going in. One section is at 4th Street. Mr. Helmuth stated there's a small section in there that staff couldn't get replaced. Staff would have replaced the pipe immediately, but the City has bypass pumps in there and it caused staff not to be able to get in there. Mr. Helmuth stated that there is another section that starts at 5th Street and goes all the way to a little bit south of Industrial Avenue. Mr. Helmuth stated that piece is about 1,600 feet long.

Mr. Helmuth stated that the project that staff has planned has a cost of about \$925,000. The contractor's price is about \$840,000 and there is about \$80,000 planned to manage the project. Mr. Helmuth asked how this price compares to a design bid build contract. Mr. Helmuth stated that staff looked at various different components of the project and then looked at a couple of bids that the City's contractor won in Fresno. Those bids are pretty close and when all is said and done, Peters Engineer was about equal in price. Mr. Helmuth stated that staff has a project that's about the same price and staff is able to get on it now rather than waiting for wet weather.

Mr. Helmuth stated that if the City goes into a wet weather situation, what staff knows is that the pipe is thinner than it was when it went in, and that the pipe that failed happened about two days after a major rain. Staff prefers not to go into a situation where the City goes into wet weather, pipes surcharges and water fills up to the surface and starts putting pressure on the pipe. Mr. Helmuth stated that staff also could not get into a piece of that pipe, actually a larger piece of pipe, as there is still debris in there from the failure. Mr. Helmuth stated that they couldn't get that out as it would have cost a pretty penny, so staff was proposing to move forward with this project.

Mr. Helmuth stated that the City currently has \$605,000 for a lining project through there which was primarily intended to go ahead and basically give additional life to a pipe that staff thought had more life in it; that's been proved wrong, so the liner that is proposed is now a structural liner. Mr. Helmuth stated the other liner was to protect the pipe from erosion and hydrosulfide gases. The structural line will also go ahead and hold the pipe in place and it will be good to go for 20, 30, 40 years. Staff has \$605,000 planned for that; that is in the Sewer Fund. Mr. Helmuth stated staff also has savings on Sewer Bid Package 2 which is a project that staff recently completed and which will be going to Council either in the next meeting or the meeting after that for acceptance. Mr. Helmuth stated that there is sufficient savings in the budget from that to pay for the rest of this lining project.

Mr. Helmuth stated that staff's recommendation is to move forward with the CIPP project as it is proposed. Mr. Helmuth stated that Project Development Coordinator Ellen Bitter, would walk the Council through a little bit of what the project will be like moving forward with the CIPP project. Mr. Helmuth stated that it is not something that the Council has seen before in Madera. It has been done before in Fresno, but not in Madera.

Ellen Bitter, Project Development Coordinator stated that she's been working closely with the contractor, SAK. Ms. Bitter referred to a presentation slide and stated that it pictured the bypass pumping plan.

Ms. Bitter stated that as the Council may recall, when the City repaired the first segment, the City had a pretty significant pumping operation going with pumps set up in the street and about a 10-inch diameter pipe running along the top surface of the street. Ms. Bitter stated that the City needs that because staff needs to completely bypass the flow so they can get in there and work on the pipe. This is a major trunk line and there is no alternate route to divert the flows into so staff has to deal with the bypass operation. Ms. Bitter stated that the good news as compared to last time where there were two pumps set up at the intersection of 4th Street and Schnoor Avenue, staff is now only going to need one pump so it will be a little quieter. The bad news is that it is going to be in place probably 3-4 weeks while staff works through the project.

Ms. Bitter stated that there will be a pump set up at 4th Street and the discharge pipe which is what the affluent is being pumped into will run down the middle of the street. Ms. Bitter stated that on the previous project as Council may recall, it went in the gutter line and it blocked people's driveways and they weren't able to get in and out. Mr. Bitter stated that staff won't have that issue this time as it will be down the middle of the street. People won't be able to make left turns across it but they will be able to go down to the next available block and make a U-turn if they had to do so.

Ms. Bitter stated that 5th Street will be closed to left turns like it was before; right in and right out, so if someone is exiting Starbuck's they can still go out 5th Street like they did before. Ms. Bitter stated that traffic into the bank [Citizens Business Bank] will probably have to be closed off and people will have to be diverted to the back entrance to that building.

Ms. Bitter stated that at Howard Road, where some of the costs are coming in is that staff doesn't want to run the pipe at the surface level through the intersection because staff would have to close the intersection for 3-4 weeks. Another sub-contractor is coming in to construct a shallow trench just deep enough to put the discharge pipe in and to put some temporary asphalt over the top so that staff can still run traffic through the intersection, but the discharge pipe is going underneath. Ms. Bitter stated the pipe will come back up to the surface on the south side of Howard Road and continue to run down the middle of Howard Road.

Ms. Bitter stated that staff would have a similar situation at Modoc Street on 5th Street where it will be right in / right out only.

Ms. Bitter referred to a point on the presentation diagram and stated that the point indicated temporary road crossing that would allow northbound traffic on Schnoor Avenue to cross the pipe. Ms. Bitter stated that staff had one of those set up on the project; it's like a giant ramp and basically the pipe attaches to that, the flow goes through it and then it comes out. Ms. Bitter stated that at this point, they shift the pipe to the east side of the street where it will continue south on Schnoor Avenue down near the fire station and the pipe will discharge into an existing manhole.

Ms. Bitter stated that staff would probably end up trenching across Schnoor Avenue so that it doesn't inhibit the fire trucks coming in and out, so that they can go both directions. She stated that is what the bypass pipe will look like. Ms. Bitter stated there will be traffic control on 5th Street and at Modoc Street. She stated that while this is being set up, there will be some traffic detours in place, but not for more than a day or two while trenching across Howard Road to get in there. Ms. Bitter stated that throughout the life of the lining process, traffic will be open on Howard Road.

Ms. Bitter stated that the process of setting up the piping and the bypass pump is going to take probably a week, almost two weeks. Once the bypass is in place, then they will be able to get in there and completely clean the line, get all the debris out, flush it and run a camera through it again that way staff won't miss any other failures that need to be repaired. Ms. Bitter stated that staff is pretty sure there are no service laterals coming in that would need to be addressed, but this will be a double check of that, because once it is lined, staff will not have a chance to get back in there again.

Ms. Bitter stated that if the City moves forward, the contractor is prepared to start setting up the bypass pump within a week or two so activity would be seen towards the end of this month. Ms. Bitter stated that the contractor came out a couple of weeks ago, took measurements and gathered some information; they are ready to order the liner as soon as the City says, "go" so the contractor is going to get the material on order. Ms. Bitter stated that it would take the contractor about a week to do the cleaning and the video. Once that is completed, then they would move in and install the liner. Ms. Bitter stated that is the neat part of this process; that it is going to go quick. Ms. Bitter stated the contractor has six days total and the new line will be in and ready to open back up. The contractor would then dismantle the pumping system and they'll be finished by the end of July with this process.

Ms. Bitter stated that staff has a three minute video on how the liner process works if the Council was interested in seeing it. Mayor Poythress asked if the video was available to play now. David Tooley, City Administrator recommended that the Council see the liner process as it was a neat technology. The video was played. Ms. Bitter asked if anyone had any questions on the process or the plan.

Council Member Oliver asked what the City's game plan was for noticing the nearby property owners and businesses as he guessed there was going to be some disruption in the area especially for those who have retail outfits and depend on the foot traffic. Council Member Oliver wanted to know when the City would start noticing those folks and engaging them.

Ms. Bitter stated that staff would be prepared to send notices letting people know that this project is coming within the next week. There won't be any interruption to their sewer service, much like before, so staff would alleviate that concern. Ms. Bitter stated that like any other construction project, the phone is open to them [the residents].

Mayor Poythress stated that it would mainly be 1930 Howard Road [that would be affected].

Council Member Medellin asked Mr. Helmuth to clarify the longevity [of the pipe liner] as he [Mr. Helmuth] had been a little vague when referencing 20, 30 or maybe 40 years; as it was a huge gap.

Mr. Helmuth stated that a typical PVC pipe will last 60-80 years. Mr. Helmuth stated that this is really the same material and everything that he has read and heard about it is that the PVC liner goes in and once it goes in, it's the same as the other. Mr. Helmuth stated that when the liner goes in, it is flexible and what they do is that they bring it in cold and when they start to heat it up, it starts to cure on itself. When it does that, it cures, it turns hard and it's pretty much like a PVC pipe. Mr. Helmuth stated that he did say 20, 30, 40 years, but it's probably on the order of 40-50 years. Mr. Helmuth stated that the City's Master Plan shows that the City is good to go in terms of capacity on that line so he expects a very long life out of it.

Council Member Medellin thanked Mr. Helmuth.

David Tooley, City Administrator stated that this technology has been used for something over 30 or 40 years. Mr. Tooley stated that he saw it as a young professional and it is a time proven technology that is very, very cost effective.

Mayor Poythress asked if there were any questions or comments. Seeing none, Mayor Poythress asked for a motion on the request to proceed with repairs.

ON MOTION BY COUNCIL MEMBER HOLLEY, AND SECONDED BY COUNCIL MEMBER ROBINSON, ITEM E-1 WAS ADOPTED UNANIMOUSLY BY A VOTE OF 6-0.

Mayor Poythress stated that if it was ok, they would dispense with Council Reports on the Special Meeting and save those for the Regular Meeting and would move on to the Regular Meeting.

Mayor Poythress stated that they have an announcement before they moved onto the Consent Calendar.

Sonia Alvarez, City Clerk reminded everyone that the speakers had been turned off and asked that everyone speak up a little bit so that the audience could hear them.

Sonia Alvarez, City Clerk 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. Under Section B Consent Calendar, Item B-6, subject matter is a resolution approving an agreement with Peters Engineering Group. A revised agreement 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.

A. WORKSHOP

There are no items for this section.

B. CONSENT CALENDAR

- B-1 Minutes – 10/21/15
- B-2 Information Only – Warrant Disbursement Report
- B-3 Consideration of a Resolution of the City Council of the City of Madera, California, Approving a New Schedule “A” Agreement with the California Department of Forestry and Fire Protection (CAL FIRE) from July 1, 2016 to June 30, 2017 for Fire Service Operations, and Authorizing the Mayor to Sign the Agreement on Behalf of the City of Madera (Report by Dave Allen)
- B-4 Consideration of a Resolution Approving a Host Agency Agreement between the SER Senior Community Service Employment Program (SER SCSEP) and the City of Madera for Senior Employment Services, and Authorizing the Mayor to Execute the Agreement on Behalf of the City (Report by Mark Etheridge)
- B-5 Consideration of a Resolution Approving Applications for Transportation Development Act-Local Transportations Funds and State Transit Assistance Funds for Fiscal Year 2016/17 and Authorizing the City Engineer to Execute and Submit the Applications to the Madera County Transportation Commission (Report by Keith Helmuth)
- B-6 Consideration of a Resolution Approving an Agreement with Peters Engineering Group for Professional Engineering Services to Prepare a Traffic Impact Study for the Olive Avenue Widening, Gateway Drive to Knox Street Project, and Authorizing the Mayor to Execute the Agreement (Report by Keith Helmuth)
- B-7 Consideration of a Minute Order Accepting the South Pine Street & West Pecan Avenue Improvements Project City of Madera Project No. ST 14-05 and Authorizing the Recording of a Notice of Completion (Report by Keith Helmuth)

- B-8 Consideration of a Minute Order Accepting the Knox Park Rehabilitation City of Madera Project No. PK 59 and Authorizing the Recording of a Notice of Completion (Report by Keith Helmuth)
- B-9 Consideration of a Resolution to Approve a Two Year Memorandum of Understanding between the City and Madera County for Juvenile Offenders to Perform Community Service within City Limits and Authorize the Mayor to Sign the Memorandum of Understanding (Report by Dave Randall)
- B-10 Consideration of a Minute Order Rejecting a Claim filed by Albert Ramirez (Report by Wendy Silva)
- B-11 Consideration of a Resolution Approving a Side Letter Agreement between the City of Madera and Operating Engineers Local Union No. 3 Related to Health Benefits and Authorizing the City Administrator to Execute the Agreement (Report by Wendy Silva)
- B-12 Consideration of a Resolution Approving a Side Letter Agreement between the City of Madera and the Mid-Management Employee Group Related to Health Benefits and Authorizing the City Administrator to Execute the Agreement (Report by Wendy Silva)
- B-13 Consideration of a Resolution Approving a Side Letter Agreement between the City of Madera and the Law Enforcement Mid-Management Group Related to Health Benefits and Authorizing the City Administrator to Execute the Agreement (Report by Wendy Silva)
- B-14 Consideration of a Resolution Approving a Side Letter Agreement between the City of Madera and the Madera Police Officers' Association Related to Health Benefits and Authorizing the City Administrator to Execute the Agreement (Report by Wendy Silva)
- B-15 Consideration of a Resolution Approving Amendments Regarding Health Benefits to Employment Agreements with the City Administrator, City Clerk, City Attorney, Executive Director of the Successor Agency to the Former Madera Redevelopment Agency, Planning Manager, Grant Administrator, Director of Community Development, Public Works Operations Director, City Engineer, Director of Parks & Community Services, Chief of Police, Chief Building Official, Information Services Manager, Director of Financial Services, and Director of Human Resources (Report by Wendy Silva)
- B-16 Consideration of a Resolution Setting the Monthly Health Benefit Allowance for the City Council of the City of Madera (Report by Wendy Silva)
- B-17 Consideration of a Resolution Approving an Agreement with Legacy K9 Inc. for Canine Training and Authorizing the Mayor to Sign on Behalf of the City (Report by Steve Frazier)
- B-18 Consideration of a Resolution Approving a Temporary Permit to Enter and Use Property on Tozer Road North of the Madera Canal to Pacific Gas & Electric and Authorizing the Mayor to Sign the Permit (Report by Dave Randall)
- B-19 Consideration of a Resolution Approving a Food Services Agreement with Fresno Economic Opportunities Commission to Provide Senior Meals for the City of Madera Adult Day Care (ADC) Program and Authorizing the Mayor to Execute the Agreement on Behalf of the City (Report by Mark Etheridge)

Mayor Poythress asked if there were any consent calendar items that a Council Member would like to have pulled for further discussion. Mayor Pro Tem Rigby requested that Items B-9 and B-19 be pulled for discussion.

Mayor Poythress asked for a motion for action on the Consent Calendar other than Item B-9 and B-19.

ON MOTION BY COUNCIL MEMBER HOLLEY, AND SECONDED BY MAYOR PRO TEM RIGBY, THE CONSENT CALENDAR EXCLUDING ITEMS B-9 AND B-19 WAS ADOPTED UNANIMOUSLY BY A VOTE OF 6-0.

RES. NO. 16-77 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING A NEW SCHEDULE "A" AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION (CAL FIRE) FROM JULY 1, 2016 TO JUNE 30, 2017 FOR FIRE SERVICE OPERATIONS, AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT ON BEHALF OF THE CITY OF MADERA.

RES. NO. 16-78 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING A HOST AGENCY AGREEMENT BETWEEN THE SER SENIOR COMMUNITY SERVICE EMPLOYMENT PROGRAM (SER SCSEP) AND THE CITY OF MADERA FOR SENIOR EMPLOYMENT SERVICES, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY

RES. NO. 16-79 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING APPLICATIONS FOR TRANSPORTATION DEVELOPMENT ACT FUNDS, LOCAL TRANSPORTATION FUNDS AND STATE TRANSIT ASSISTANCE FUNDS FOR FISCAL YEAR 2016/2017 AND AUTHORIZING THE CITY ENGINEER TO EXECUTE AND SUBMIT THE APPLICATIONS TO THE MADERA COUNTY TRANSPORTATION COMMISSION

RES. NO. 16-80 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING AN AGREEMENT WITH PETERS ENGINEERING GROUP FOR PROFESSIONAL ENGINEERING SERVICES FOR THE OLIVE AVENUE WIDENING, GATEWAY DRIVE TO KNOX STREET, PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

RES. NO. 16-82 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING A SIDE LETTER AGREEMENT BETWEEN THE CITY OF MADERA AND OPERATING ENGINEERS LOCAL UNION No.3 RELATED TO HEALTH BENEFITS AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE THE AGREEMENT

RES. NO. 16-83 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING A SIDE LETTER AGREEMENT BETWEEN THE CITY OF MADERA AND THE MID-MANAGEMENT EMPLOYEE GROUP RELATED TO HEALTH BENEFITS AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE THE AGREEMENT

RES. NO. 16-84 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING A SIDE LETTER AGREEMENT BETWEEN THE CITY OF MADERA AND THE LAW ENFORCEMENT MID-MANAGEMENT GROUP RELATED TO HEALTH BENEFITS AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE THE AGREEMENT

RES. NO. 16-85 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING A SIDE LETTER AGREEMENT BETWEEN THE CITY OF

MADERA AND THE MADERA POLICE OFFICERS' ASSOCIATION RELATED TO HEALTH BENEFITS AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE THE AGREEMENT

- RES. NO. 16-86** **A RESOLUTION APPROVING AMENDMENTS REGARDING HEALTH BENEFITS TO EMPLOYMENT AGREEMENTS WITH THE CITY ADMINISTRATOR, CITY CLERK, CITY ATTORNEY, EXECUTIVE DIRECTOR OF THE SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY, PLANNING MANAGER, GRANT ADMINISTRATOR, DIRECTOR OF COMMUNITY DEVELOPMENT, PUBLIC WORKS OPERATIONS DIRECTOR, CITY ENGINEER, DIRECTOR OF PARKS & COMMUNITY SERVICES, CHIEF OF POLICE, CHIEF BUILDING OFFICIAL, INFORMATION SERVICES MANAGER, DIRECTOR OF FINANCIAL SERVICES, AND DIRECTOR OF HUMAN RESOURCES**
- RES. NO. 16-87** **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA SETTING THE MONTHLY HEALTH BENEFIT ALLOWANCE FOR THE CITY COUNCIL**
- RES. NO. 16-88** **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING AN AGREEMENT WITH LEGACY K9 INC FOR CANINE TRAINING AND AUTHORIZING THE MAYOR TO SIGN ON BEHALF OF THE CITY**
- RES. NO. 16-89** **RESOLUTION APPROVING A TEMPORARY PERMIT TO ENTER AND USE PROPERTY ON TOZER STREET NORTH OF THE MADERA CANAL TO PACIFIC GAS & ELECTRIC AND AUTHORIZING THE MAYOR TO SIGN THE PERMIT**

B-9 Consideration of a Resolution to Approve a Two Year Memorandum of Understanding between the City and Madera County for Juvenile Offenders to Perform Community Service within City Limits and Authorize the Mayor to Sign the Memorandum of Understanding (Report by Dave Randall)

Dave Randall, Public Works Operations Director stated that this item is a continuation of an existing program that the City has had with the County Probation Department that allows the City to utilize juvenile offenders that have community service time. Mr. Randall stated that staff provide the supervision, transportation and tools for the juveniles to do work. A lot of what they do is removing the homeless encampments; sometimes they are able to do other projects as well. Mr. Randall stated that It does take a considerable amount of resources on staff's part to perform the work, but it serves two purposes. One is to get the work done and the other is to provide a mechanism to address the offenders and give them an alternative to just incarceration, staying in their room or whatever the Probation Department might do to them. Mr. Randall stated he would answer any questions that the Council might have.

Mayor Pro Tem Rigby stated that he believes this is an excellent program and in fact, he had requested that Jim Taubert, Successor Agency Executive Director be present in case there were further questions in regards to the establishment of the program.

Mayor Pro Tem Rigby stated that his curiosity begins first and foremost, as Mr. Randall mentioned earlier, with the considerable amount of resource that is being used by the Public Works Department. Mayor Pro Tem Rigby stated that Mr. Randall has had this program for approximately one and a half years if not longer and asked Mr. Randall to provide a little more detail on the program such as what does the program typically look like, how many are participating in the program, how many have participated in the program and who is in charge.

Mr. Randall stated that the County of Madera Probation Department sends candidates and those candidates have a list of criteria that they have to abide by such as they can't be gang affiliated and they

come with their parents. Mr. Randall stated that the candidates are given a very rigorous set of rules, an interview process and expectations are clearly explained. Mr. Randall stated that the number of candidates varies a little bit; sometimes it's a little seasonal but overall staff runs crews of 6 -12; sometimes larger. Mr. Randall stated that the people who participate are assigned a certain number of community service hours that they have to work off. Credit for that work goes away unless they complete the program. Mr. Randall stated that staff only sees about 50% of the people that participate, not complete the process. Quite often, they can't follow the rules, which is probably why they are in trouble to begin with; there is an accountability that they are held to. Mr. Randall stated that staff is very careful regarding safety issues and aggressive issues; the City just can't afford anything like that. Staff is somewhat limited with what they [juveniles] do because they can't use power tools; this is all manual labor which is why staff has them on the more mundane tasks.

Mr. Randall stated that in total for a year, juveniles do about 25,000 hours. The cost is about \$105,000 annually. For 2016, the Public Works Department had a total of 109 people enroll, 34 were terminated; 47 completed and currently there are 28 enrolled. Mr. Randall stated that juveniles don't always work at the same time; sometimes they have to work around their schedules. Sometimes during the summer, they will have some people come in and ride with existing crews on a daily basis versus a weekend. Mr. Randall stated that is what generally occurs; staff has had fairly good success. Mr. Randall stated that they have to have two people supervising when they are out there; they are not left unattended. The Public Works Department has a specialized converted bus that holds all their tools, has a bathroom and everything they need. Mr. Randall stated that is sort of the program that they have in place.

Mayor Pro Tem Rigby asked Mr. Randall to breakdown the \$105,000 a little bit more and asked if that is the resource that is coming out of Public Works such as out man/woman hours, maybe replacement of some tools or anything like that.

Mr. Randall stated it is mainly equipment and labor.

Mayor Pro Tem Rigby asked if this is part of the annual budget.

Mr. Randall replied affirmatively.

Mayor Pro Tem Rigby stated that he had spoken to Mr. Taubert earlier and what he himself loves about this program is that it's an alternative sentence that is given to the court systems so juveniles aren't just being slapped on the wrist and returned back into the streets where they could possibly become a second time offender. Mayor Pro Tem Rigby stated this gives juveniles a great opportunity to kind of pay their debt to society and after one day of working out at the Tire Amnesty, that will usually set a few of them straight.

Mayor Pro Tem Rigby asked Mr. Randall if there was any type of counseling taking place and was the Madera County Probation Department more hands on with this project. Mayor Pro Tem Rigby stated that it seemed to him, at least from everything that Mr. Randall was telling him, that the Public Works Department is really hands on with these students and Madera County Probation Department is kind of off to the side.

Mr. Randall stated that they are hands on in terms of accomplishing the tasks/doing the work. They are not really doing too much counseling or mentoring type of thing. Public Works Department people are good examples and they have good standards and hopefully the juveniles learn from those examples and standards. Mr. Randall stated that staff is in constant contact with the juveniles and when someone does fail, that is documented and given back to them, so hopefully whatever that reason was such as didn't dress appropriately, brought in substances they weren't supposed to have or simply didn't show up which is more often the case, they know what behaviors need to be addressed. Mr. Randall stated that staff is not really doing the behavior modification business; they are more the labor not the social workers.

Mayor Pro Tem Rigby stated that this is really the first time that he's heard of this program and it seems to him like this is something they should be celebrating maybe a little bit more being that it's as successful as Mr. Randall is saying that it is. Mayor Pro Tem Rigby asked who was in charge. He asked if Mr. Randall

oversees this or if there is somebody else in Mr. Randall's department that oversees this or is it just whomever happens to be there that day.

Mr. Randall stated that the program is run out of the Streets Department which is run by Bob Mack. Mr. Mack has a Lead Supervisor, Ron Hammond who has general authority but they also have a part-time person that was hired just for that. That [position] was recently just filled, but Mr. Randall stated he was blanking on the person's name. Mr. Randall stated that they have a part-time person who just comes in on the weekends, otherwise the additional weekend work is filled by various employees [who get] a little overtime to bring that in, but the day to day sort of management is done there.

Mr. Randall stated that the paperwork and the interviewing is different and Ron Prestridge, Solid Waste Coordinator handles all of that. Mr. Randall stated that Mr. Prestridge is the person that sits down and has to talk to the parents and document problems when they occur and send it back. He coordinates with Code Enforcement and other people that need the services. Mr. Randall stated that other departments give information to the Public Works Department. The other departments post the clean-up for the homeless camps, etc. Mr. Randall stated that is not part of what Public Works does; the Public Works Department simply provides the labor. Mr. Randall stated that Mr. Prestridge handles the programmatic end of it; he keeps the records.

Council Member Holley stated that the City used to do this program with the Parks & Community Services Department. They used to have a weekend crew that used to do two 8-hour days on Saturdays and Sundays. Council Member Holley stated that parents would sign the juveniles up for the program and it works. The program would give the juveniles the opportunity to work off their time and it gave the juveniles credibility to learn. Council Member Holley stated that sometimes staff called it a trade, but some of the juveniles liked it and some of them didn't. Council Member Holley stated the program works and he thinks it's a program that the City needs to have in all the departments in order to give their kids a chance to get them on these programs and try to get some of their time knocked off instead of juveniles thinking it's a free ride to sit there every day. Council Member Holley stated he used to be a supervisor on the weekends to do this and it was a lot of fun. They met kids, sat down and talked to them, had lunch and watched how they mingled and sent them home every day.

Mayor Pro Tem Rigby stated that he doesn't question the integrity of the program; he likes it. What caught his eye was the amount of money the City was investing into the program and then not seeing that reciprocated back through Madera County Probation or through fines from the judicial branch of the county. Mayor Pro Tem Rigby stated it was kind of like, the City came up with a great idea to help rehabilitate some of these juvenile delinquents and it's just money out of the City's pocket. It is great money that the City is reinvesting into them, but he's really surprised that Madera County Probation isn't a part of this a little bit more hands on; a little bit more financially.

Mayor Pro Tem Rigby asked if Mr. Taubert had anything to add to the history of the program such as where it began.

Jim Taubert, Successor Agency Executive Director stated that he had been unable to hear anything that Mr. Randall said.

Mayor Pro Tem Rigby stated he would stop Mr. Taubert if he began to repeat something.

Mr. Taubert stated that reviewing the paperwork reminded him of what a bad movie it was at the time. Mr. Taubert stated that it took them [staff] talking to the District Attorney, judges and Madera County Probation Department because nobody wanted to plan the program. Mr. Taubert stated that they did this in response to the graffiti problem that the City was having. The Police Department had set up a Catch and Release task force where they arrested juveniles and then nothing happened, so the Redevelopment Agency tried to set up a program where the City could get something in return and this is what the City came up with.

Mayor Pro Tem Rigby stated that he wanted to make a motion to approve this item and to continue the Memorandum of Understanding with the County with the stipulation of suggesting that maybe the City celebrate the program for what it really is. He believes it is a vital part of what the City is contributing to see juvenile delinquencies turned around for the most part. Mayor Pro Tem Rigby stated that he would like to see this program reported on quarterly or so just to see how things are going and maybe partner up with other groups within the County or the City that specifically work with teenagers and students; plugging them in and maybe even getting new volunteers to perhaps take some of the load off that the Public Works Department carries when it comes to paperwork or even just supervision of the teenagers while they are out cleaning up encampments or different things like that so long as it is not a liability to the City.

ON MOTION BY MAYOR PRO TEM RIGBY, AND SECONDED BY COUNCIL MEMBER MEDELLIN, ITEM B-9 WAS ADOPTED UNANIMOUSLY BY A VOTE OF 6-0.

RES. NO. 16-81 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, AUTHORIZING APPROVAL OF A TWO YEAR MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND MADERA COUNTY FOR JUVENILE OFFENDERS TO PERFORM COMMUNITY SERVICE WITHIN CITY LIMITS AND AUTHORIZE THE MAYOR TO SIGN THE MEMORANDUM OF UNDERSTANDING

B-19 Consideration of a Resolution Approving a Food Services Agreement with Fresno Economic Opportunities Commission to Provide Senior Meals for the City of Madera Adult Day Care (ADC) Program and Authorizing the Mayor to Execute the Agreement on Behalf of the City (Report by Mark Etheridge)

Mayor Poythress asked Mayor Pro Tem Rigby to mention what he would like to learn about this item.

Mayor Pro Tem Rigby gave kudos to Mary Anne Seay, Director of Parks & Community Services for making sure the City's seniors are well fed. Mayor Pro Tem Rigby questioned the process that it went through. He wants to double check, as he is always cautious of losing business to another City, if it was at all possible, to keep it in-house or within Madera. Mayor Pro Tem Rigby asked what the bidding process looked like and who participated and why did she feel they [City] were not able to keep that in Madera.

Mary Anne Seay, Director of Parks & Community Services stated that this goes back several years. Ms. Seay stated that in FY 11/12, the City migrated its service delivery plan away from a central kitchen where the City cooked and prepared the meals for all senior sites including those in the County. As part of the recession, the City told Fresno Madera Area Agency on Aging (FMAAA) that the City would no longer operate the kitchen at a tune of about \$400,000 a year. Ms. Seay stated that at that time, FMAAA was reimbursing the City for the meals but at a rate that was significantly lower than it cost the City to run the program and staff it, so the City gave that part of the program back to FMAAA who entered into a contract with Fresno Economic Opportunities Commission (EOC).

FMAAA entered into that contract to provide meals. As a partner to them, the City didn't have any say in how that went down, in fact, the City was a little frustrated with what FMAAA ended up paying Fresno EOC, because the City maybe could have stayed in business or could have at least had a discussion had the FMAAA offered that to the City, but FMAAA entered into the agreement with Fresno EOC.

Ms. Seay stated that shortly thereafter, the City stopped delivering meals to the County sites, homebound and the congregate meal sites which left one facility remaining. The City has an Adult Day Care (ADC) on 6th Street & "I" Street. Ms. Seay stated that the Council can see a variance in the numbers and the reason for that is that the clients come and go. The City has had as few as five clients at a time and as many as 25 clients at a time. Ms. Seay stated some of them pass away and some of them need to move in to a care facility. These are clients whose families are seeking respite care. The City asks for a \$25 donation. Ms. Seay stated most of the clients have Dementia, Parkinson's related illnesses and the Park and Community Services Department staff are trained to deal with that.

Ms. Seay stated that when the City went out to solicit bids, the City asked for bids from Madera Unified School District, Madera Community Hospital, she couldn't remember if there was another, and they came back significantly higher. Ms. Seay stated that one of the reasons was that Fresno EOC was already mobilized to come to Madera to drop off the meals, the homebound delivered meals and the congregate meals and so this was just one more stop. Ms. Seay stated that the other thing that makes it a little complicated to enter into an agreement with another party is the fluctuation in attendance. If the City has six people in March and 16 people in April, it's tough for smaller organizations to see that kind of variance, but Fresno EOC is kind of used to that; that's the business that they're in. Ms. Seay stated that is pretty much the reason for that.

Mayor Pro Tem Rigby stated that he was just curious, but Ms. Seay had already hit on it, because the City is doing so much work with Madera Unified School District this summer in regards to feeding students throughout the week and he thought the City could combine the two programs and piggy back off of each other, but Ms. Seay seems to have answered his questions. Mayor Pro Tem Rigby stated that he appreciated that.

ON MOTION BY MAYOR PRO TEM RIGBY, AND SECONDED BY COUNCIL MEMBER HOLLEY, ITEM B-19 WAS ADOPTED UNANIMOUSLY BY A VOTE OF 6-0.

RES. NO. 16-90 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING A FOOD SERVICES AGREEMENT WITH FRESNO ECONOMIC OPPORTUNITIES COMMISSION TO PROVIDE SENIOR MEALS FOR THE CITY OF MADERA ADULT DAY CARE (ADC) PROGRAM AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY

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

C-1 Public Hearing and Consideration of a Resolution Approving the Measure 'T' Annual Expenditure Plan for Fiscal Year 2016/17 and Authorizing the City Engineer to Submit the Plan to the Madera County Transportation Authority for Adoption (Report by Keith Helmuth)

Keith Helmuth, City Engineer stated that the purpose of this item is to allow for public review and comment of the proposed projects and expenditures within the AEP (Annual Expenditure Plan) funding program prior to approval by the City Council. Public review and comments opportunities are required in the Measure 'T' Strategic Plan adopted by Madera County Transportation Authority (MCTA).

Mr. Helmuth stated that each year, the three local agencies: County, Chowchilla and the City of Madera must prepare and approve an Annual Expenditure Plan (AEP). It must be approved by the MCTA. Mr. Helmuth stated that the MCTA will then consider adopting the local agency plan into their annual work program and authorize the expenditure of funds.

Mr. Helmuth stated that the source of funding for Measure 'T' is the local one-half cent sales tax approved by voters November 2006. This funding source will be available for 20 years through November 2027. Mr. Helmuth stated the funds will be used for transportation projects and programs. Measure 'T' funds are distributed by programs as required in the voter approved Investment Plan. Mr. Helmuth stated the programs are Regional Transportation Program 51%, Local Transportation Program 44%, Public Transportation Program 2%, Environmental Enhancement Program 2% and Administration 1%.

Mr. Helmuth stated that funding for these programs is further distributed in specific program categories of which eight are under the discretion of the local agency. These programs are Regional 3R (Rehabilitate, Resurface and Reconstruct), Street Maintenance, Supplemental Street Maintenance, Flexible Projects, ADA Compliance, Transit Enhancement, ADA for Seniors, Transit, and Environmental Enhancement

Program. Mr. Helmuth stated that funding for these programs totals \$2,830,799; that's about \$180,000 more than last year. Mr. Helmuth stated that he would be happy to answer any questions.

Mayor Pro Tem Rigby asked if the Transit Enhancement Programs could be looked at to improve crosswalks.

Mr. Helmuth stated that could not be done through the Transit Enhancement Program. Mr. Helmuth stated that the City's Local Transportation Funds is one measure. Mr. Helmuth stated that this funding can be used for some of that as well.

Mayor Pro Tem Rigby stated that he recalled his colleague mentioning the 'D' Street corridor and the necessity of having great crosswalks throughout the area as [there are] so many pedestrians. Mayor Pro Tem Rigby stated he was interested [in seeing] if that fell into some category since the City did get kicked down a little extra this year.

Mr. Helmuth stated that there are different funding programs within each of these [categories]; some of them work better for that than others. Mr. Helmuth stated it just comes down to picking and choosing projects. Mr. Helmuth stated that as they go through the CIP (Capital Improvement Projects), many of the projects already assume increases in the Measure 'T' program usually whatever staff saw last year, they will go ahead and assume that may occur in future years. Mr. Helmuth stated that it is at the discretion of Council which way the City goes with projects.

Mayor Pro Tem Rigby stated that was good to know.

Mayor Poythress asked if there were any questions or comments. Seeing none, Mayor Poythress opened up the public hearing for this item. Seeing none, Mayor Poythress asked for a motion on the item.

ON MOTION BY COUNCIL MEMBER OLIVER, AND SECONDED BY MAYOR PRO TEM RIGBY, ITEM C-1 WAS ADOPTED UNANIMOUSLY BY A VOTE OF 6-0.

RES. NO. 16-91 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING THE MEASURE 'T' ANNUAL EXPENDITURE PLAN FOR FISCAL YEAR 2016/17, AND AUTHORIZING THE CITY ENGINEER TO SUBMIT THE PLAN TO THE MADERA COUNTY TRANSPORTATION AUTHORITY FOR ADOPTION

C-2 Public Hearing and Consideration of a Resolution of the City Council Confirming Special Assessments for Delinquent Administrative Fines (Report by Brent Richardson)

Brent Richardson, City Attorney stated this is a confirmation hearing to place a lien on property at 213 Mainberry Drive in this instance for delinquent fines in just over \$35,000 for failing to maintain property.

Mayor Poythress asked if there were any questions for Mr. Richardson. Seeing none, Mayor Poythress opened up the public hearing for this item. Seeing none, Mayor Poythress closed the public hearing and brought the item back for action.

ON MOTION BY COUNCIL MEMBER MEDELLIN, AND SECONDED BY COUNCIL MEMBER HOLLEY, ITEM C-2 WAS ADOPTED UNANIMOUSLY BY A VOTE OF 6-0.

RES. NO. 16-92 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA CONFIRMING SPECIAL ASSESSMENTS FOR DELINQUENT ADMINISTRATIVE FINES.

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

Fabela Rodriguez, Neighborhood Preservation Specialist I stated that tonight's report is to confirm the cost of the weed abatement. The parcels of land listed on Exhibit A have been inspected and were found in violation.

Ms. Rodriguez stated that a notice of violation was issued in March. It stated the violation along with the corrective action, corrective action date and the consequences of not complying. Ms. Rodriguez stated that Notices of Violation are valid for one year from the date of issuance, therefore all properties must be maintained year round.

Ms. Rodriguez stated that along with the Notice of Violation, an insert was also attached showing examples of acceptable and unacceptable lots and the requirements of what needed to be done upon re-inspection. A courtesy notice was issued in April to all property owners reminding them once again of the inspection date and the requirements for the overgrowth on the vacant lots. It was then brought forward to Council to begin the abatement process on all lots that were found in violation.

Ms. Rodriguez stated that before the abatement process began, she made one final inspection to determine which lots were still in violation at that point; it was observed that 23 lots needed abatement. Ms. Rodriguez stated she tried to contact the property owners for which she had contact information in order to follow-up with them in regards to the overgrown weeds on their properties. Up to the date of abatement, about 80 days, she did not receive any calls or return mail from any of the property owners. Ms. Rodriguez stated she checked all addresses at the County Assessor's Office to ensure that she had the correct address on file. The lots were abated by the City of Madera. The lots that were abated [by the City] were either not abated by the property owner or a thorough job was not completed. Ms. Rodriguez concluded her report and stated she could answer questions from the Council.

Mayor Poythress asked if there were any questions for Ms. Rodriguez. Seeing none, Mayor Poythress opened up the public hearing for this item. Seeing none, Mayor Poythress closed the public hearing and brought the item back for action.

ON MOTION BY MAYOR PRO TEM RIGBY, AND SECONDED BY COUNCIL MEMBER MEDELLIN, ITEM C-3 WAS ADOPTED UNANIMOUSLY BY A VOTE OF 6-0.

RES. NO. 16-93 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA CONFIRMING COSTS OF WEED ABATEMENT AND ORDERING COSTS OF ABATEMENT TO BE A SPECIAL ASSESSMENT

D. WRITTEN COMMUNICATIONS

There are no items for this section.

E. ADMINISTRATIVE REPORTS

E-1 Weekly Water Conservation Report - May 30th – June 5th (Report by Dave Randall)

Dave Randall, Public Works Operations Director stated that the Council might be able to forecast the weekly water report by looking at the weather forecast; it pretty much follows that. The dip reflects the high heat that they had. Mr. Randall stated that [with] this falling cooling trend, the numbers from this Monday are back up to 27%. Mr. Randall stated that it was not unexpected, but it was what happened this time of year with variation seasonally.

Mr. Randall stated that they are seeing some other good things. They are seeing a lot more activity in their rebate programs. He guesses people are realizing that it's time to take care of their yard, so staff is encouraged by that.

Mr. Randall stated that he is trying to work with Madera Unified School District to get a little better coordination there; they have an awful lot of area and responsibility, so staff is trying to partner with them so that there is a little less frustration between them.

Mayor Poythress asked what seemed to be the main issue with the school district.

Mr. Randall stated that the school district has a lot of places and they forget that they have to comply. Mr. Randall stated that the City has a provision that will allow them exemptions because the school district, much like the City often can't comply exactly. Mr. Randall stated that if the school district has 30 stations of sprinklers to run, they can't get through that in the evening, so the City will gladly give them extra time. Mr. Randall stated that where the school district has needs for special watering, the City will even give them additional days such as ballfields, underground, playground equipment, etc. Mr. Randall stated that is a true need but then the school district will take that and say they want to do the median strip out in front and between the Administration building. Mr. Randall stated that is hard to get in a large organization down through their ranks. Mr. Randall stated that Curtis [Manganaan, Director of Maintenance and Operations for Madera Unified School District] works very hard to try to make that happen, but staff will try to partner to do more. Mr. Randall stated that is what is going on there.

Mayor Poythress asked if there were any questions for Mr. Randall. No questions were asked.

F. COUNCIL REPORTS

Council Member Robinson thanked everyone for attending the General Membership of the League of California Cities. Madera represented well.

Council Member Robinson stated that he attended the Madera Art Council reception. It was very nice and he had a photo in the newspaper.

Mayor Pro Tem Rigby stated that he had a busy weekend after attending six graduations. He was kind of graduated out, but yet again, it was a great graduation season. Mayor Pro Tem Rigby stated that the speakers were phenomenal including Madera South campus. It was just a great season; he enjoys it immensely.

Mayor Pro Tem Rigby congratulated the Parks & Community Services Department and those that they've partnered with. Knox Park is almost knocked out. Mayor Pro Tem Rigby congratulated the Parks & Community Services Department on that; he knows they have been working hard and he knows that community is very excited to see that up and running.

Mayor Pro Tem Rigby congratulated David Merchen, Community Development Director whose son made the United States of America Boys Volleyball Under 19 National Team and will be competing in the Under 19 Continental Championship in Cuba.

Council Member Holley stated he had a great week. He attended three different graduations. Council Member Holley stated that he was able to go to the Martin Luther King Jr. Middle School (MLK) graduation and hand out diplomas, but the most exciting part of that which made his day was to have the kids come across the platform who he had in his Jesse Owens games to get a 4.0 average [GPA] and just to see them get those ratings and knowing they all came from Sierra Vista Elementary School was awesome. Council Member Holley stated he had to go to Sierra Vista Elementary School and let them know that. Madera High School did a great job. Madera South High School did a great job. Council Member Holley stated he had a few relatives that graduated out of there. It was an awesome week all week long.

Council Member Holley stated that Knox Park is coming along. He rode by there yesterday and lost his nerve as he had to chase some teenagers out of there. Council Member Holley stated that he knows it's not in his district, but it's still in his district. The teenagers were just hanging out; the gates were closed and he didn't know how they got in, but they got out.

Mayor Poythress stated the area is still in Council Member Holley's City.

Council Member Medellin also thanked Mary Anne Seay, Parks & Community Services Director on Knox Park. He stated it is fantastic; it is a feather in the cap and to keep up the good work.

Council Member Medellin congratulated Steve Frazier, Chief of Police for graduating the fifth class for the Police Citizens' Academy. Council Member Medellin stated it was an honor to be "here" and congratulate Chief Frazier's group. It [the group] is growing and Council Medellin believes that more and more people want to take it again which speaks volumes for the program.

Mayor Poythress asked if those people had failed.

Council Member Medellin replied "no"; people loved it so much that they wanted to take the course again. He doesn't know if it's because they shot automatic weapons or if they wanted to get tasered. Council Member Medellin asked for the number of people that volunteered to get tasered [someone from the audience responded "9"]. Council Member Medellin stated that nine people volunteered; it started out with one or two people and now there were nine, so he doesn't know if they are just crazy or if they want to be on the other side of the law and see what it feels like. Council Member Medellin congratulated Chief Frazier and Commander [Dino Lawson] with another successful graduation.

Council Member Oliver stated he wanted to give kudos to the City's Police Department on the impact video that they produced, "Madera Police and Kids Working Together" for their upcoming Kids' Camp; it was really cute and pretty cool and he is sure it got a really good response. Council Member Oliver thanked them for being very creative and out of the box.

Council Member Oliver stated that this last week, he attended a neighborhood watch meeting for residents in Maple Court. A lot of folks there had resided there for 30 or 40 years or were second generation in that neighborhood, so there was a lot pride of ownership and a lot of great questions were asked. Council Member Oliver stated that Officer [Matthew] McCombs and the City's Crime Analyst, Lacy Burleson did a great job answering some of those questions. He knows they have quite a bit of follow-up to do, but he knows that residents were really pleased with that effort.

Council Member Oliver extended the invitation out to his colleagues and any staff for Sunday, June 26th. He is going to hold mobile office hours at the flea market in the morning and he would love to have them out maybe for an hour or two at a time. He will be out there to hear folks' concerns, input and ideas, offer a cup of coffee and hopefully have some great dialogue and discussions out there, so the invitation is open for whomever would like to join.

Council Member Holley reminded everyone that tomorrow is the Business Extravaganza at the Madera District Fairgrounds from 4 p.m. to 8 p.m. Council Member Holley stated they should go out there; they would really like that. He has been going for the last five years and he really enjoys it.

Mayor Poythress stated that they are going to participate as the City; they have Parks & Recreation and Neighborhood Revitalization will be there. They will be all over the place.

Mayor Poythress stated that he is very pleased that he did not have to attend any graduations last week and that was really good.

Mayor Poythress announced that they would now go into closed session.

G. CLOSED SESSION

G-1 Closed Session Announcement – City Attorney

Brent Richardson, City Attorney announced that the Council would adjourn to closed session in one item which was Conference with Legal Counsel and Pending Litigation pursuant to Government Code §54956.9(d)(1) in two cases as set forth on the agenda.

The Council adjourned to closed session at 7:02 p.m.

G-2 Conference with Legal Counsel – Pending Litigation pursuant to Government Code §54956.9(d)(1): 2 cases:

Jason Green WCAB No. ADJ 9938248 & ADJ 9943098

G-3 Closed Session Report – City Attorney

Council returned from closed session at 7:10 p.m. with all members present.

Mr. Richardson announced that Council adjourned to closed session in one item which was Conference with Legal Counsel and Pending Litigation pursuant to Government Code §54956.9(d)(1) in two cases and no reportable action was taken.

ADJOURNMENT

The meeting was adjourned by Mayor Poythress at 7:11 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 October 19th, 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: 10/19/2016

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

September 27th, 2016 to October 11th, 2016

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

General Warrant:	10625-10774	\$ 1,169,747.77
Wire Transfer	Union Bank Payroll and Taxes	\$ 630,972.67
Wire Transfer	SDI	\$ 1,857.52
Wire Transfer	Cal Pers	\$ 0.00

Respectfully submitted,



Tim Przybyla
Financial Services Director

CITY OF MADERA
REGISTER OF AUDITED DEMANDS FOR BANK #1-UNION BANK GENERAL ACCOUNT
October 11th, 2016

CHECK	PAY DATE	ISSUED TO	DESCRIPTION	AMOUNT
10625	09/29/2016	BSK ASSOCIATES	WATER SAMPLES	7,148.00
10626	09/29/2016	BUSHONG, JASON	MILEAGE REIMBURSEMENT 9/13/16	14.93
10627	09/29/2016	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINT	645.00
10628	09/29/2016	CITY OF MADERA	REBATE APPLY TO 9920522	275.00
10629	09/29/2016	CPS HR CONSULTING	ADMIN ANALYST WRITTEN EXAM	911.90
10630	09/29/2016	DIAMOND COMMUNICATIONS	FIRE ALARM INSPECTION YOUTH CENTER	582.50
10631	09/29/2016	GRANITE CONSTRUCTION	APRON RECONSTRUCTION PROJECT	139,407.75
10632	09/29/2016	HERC RENTALS	EQUIPMENT RENTAL	1,583.28
10633	09/29/2016	INDUSTRIAL ELECTRICAL CO.	GENERATOR MAINT.	2,866.74
10634	09/29/2016	JAKUSZ PROPERTY MAINTENANCE	SEPTEMBER 2016 MONTHLY MAINTENANCE	3,453.00
10635	09/29/2016	JAKUSZ PROPERTY MAINTENANCE	SEPTEMBER 2016 MONTHLY MAINTENANCE	8,831.00
10636	09/29/2016	JOHNSON REAL ESTATE APPRAISAL	INSPECTION 521 ROTAN AVE	800.00
10637	09/29/2016	MADERA CLEANERS AND LAUNDRY INC.	YOUTH CENTER MAT SERVICE	32.30
10638	09/29/2016	MADERA COUNTY	REPLACE WARRANT NO. 07-095218	39,483.90
10639	09/29/2016	MADERA TRIBUNE	PUBLISH ORD 936 C.S.	1,401.82
10640	09/29/2016	MONDRAGON, JUAN	MILEAGE REIMBURSEMENT 09/08/16 - 09/13/16	41.47
10641	09/29/2016	ONTRAC	OVERNIGHT MAIL	17.95
10642	09/29/2016	PECK'S PRINTERY	OFFICE SUPPLIES	244.08
10643	09/29/2016	POLYDYNE INC.	SLUDGE DEWATERING	4,123.44
10644	09/29/2016	PRINCIPAL LIFE INSURANCE COMPANY	OCTOBER 2016 DENTAL BILL	16,820.18
10645	09/29/2016	REGENCE BLUECROSSSS BLUESHIELD OF UTAH	CITY PAID RETIREE PRES BILL 10/16 CHUMLEY	124.60
10646	09/29/2016	RIDX PEST	PEST CONTROL SVS - 717 N H ST	300.00
10647	09/29/2016	SPARKLETT'S	LAB & DRINKING WATER	152.04
10648	09/29/2016	STATE WATER RESOURCES CONTROL BOARD	WWTP ELAP ANNUAL FEE	2,193.00
10649	09/29/2016	TAG/AMS, INC.	DOT TESTING	26.00
10650	09/29/2016	TOKAY SOFTWARE, INC.	ANNUAL BACKFLOW SUPPORT PROGRAM FEES	790.00
10651	09/30/2016	KM 546 PARTNERS, LP	WATER/STORM SEWER MAIN PAYBACK	17,081.00
10652	09/30/2016	BENNETT, SHARPE, DELAROSA, BENNETT & LICALSJ, INC.	POBAR TRAINING SEMINAR	800.00
10653	09/30/2016	CHICAGO TITLE	TITLE/RECORDING FEES	665.00
10654	09/30/2016	CUTTONE & MASTRO CERTIFIED PUBLIC ACCOUNTANTS	GROUNDWATER JPA AUDIT SERVICES	2,850.00
10655	09/30/2016	JOHNSON REAL ESTATE APPRAISAL	PROPERTY APPRAISAL	250.00
10656	09/30/2016	LEXISNEXIS	1 YR BAIR ATAC MAINTENANCE	850.00
10657	09/30/2016	MADERA GOLF COURSE	4TH OF JULY GOLF TOURNAMENT	4,869.00
10658	09/30/2016	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL SVS AUGUST 2016	274,712.35
10659	09/30/2016	PARK ASSOC	CENTENNIAL PARK SURFACING	38,171.35
10660	09/30/2016	PARKS & COMMUNITY SERVICES DPT	SNACKS/DRINKS FOR SISTER CITY VISIT	50.00
10661	09/30/2016	PETTY CASH - PARKS DEPT.	PETTY CASH REIMBURSEMENT	165.83
10662	09/30/2016	PRESORT CENTER OF FRESNO, LLC.	BL WINDOW ENVELOPES	200.22
10663	09/30/2016	RBC CAPITAL MARKETS	REMARKETING AGREEMENT 05/02/16 - 07/31/16	756.78
10664	09/30/2016	ROBINSON, DEREK	MILEAGE REIMB 9/8/16 LOCC EXEC BOARD MTG	337.93
10665	09/30/2016	SAFARILAND, LLC	TRAINING REGISTRATION	1,790.00
10666	09/30/2016	SAFETY-KLEEN CORP	MAINTENANCE SERVICE	65.00
10667	09/30/2016	SPECIAL SERVICES GROUP, LLC	RENEWAL COVERT TRACKER	1,200.00
10668	09/30/2016	TALLEY OIL, INC.	CITY PROJECT NO. ST 16-01, PMT FOR RETENTION	28,735.35
10669	09/30/2016	TRU-TRAILERS, INC.	FULL TILT TRAILER	4,763.49
10670	09/30/2016	VANTAGEPOINT TRANSFER AGENTS-457	PLAN #302351 CONTRIBS FOR 09/09/2016 PAYROLL	21,748.53
10671	09/30/2016	VERIZON WIRELESS	PW AIR CARDS AUG 11- SEP 10	4,538.66
10672	09/30/2016	WECO WELDING, PAINT, SUPPLIES & EQUIP	CO2 FOR POOL	2,165.16
10673	09/30/2016	WILLDAN FINANCIAL SERVICES	CFD FEES 2005-01 ANNEXATION	1,475.00
10674	10/07/2016	ADMINISTRATIVE SOLUTIONS INC.	FUNDS ON DEPOSIT FOR MEDICAL CLAIMS	40,000.00
10675	10/07/2016	ANDY'S SPORTS AND DESIGN	BANNERS	321.84
10676	10/07/2016	AQUINO'S TOWING & SERVICE	TOW SVS FOR INVESTIGATION	250.00
10677	10/07/2016	ARNOLD, JOSIAH	PER DIEM IACP 2016 CONFERENCE	304.00
10678	10/07/2016	AUDIO HEADSET SYSTEMS	MOTOR JACKET- HALL	274.61
10679	10/07/2016	BARNES & THORNBURG	AIRPORT CA MONITORING GROUP FY 2017 RENEWAL	4,950.00
10680	10/07/2016	SUNRUN	REFUND OF FEES PERMIT #20161764	171.00
10681	10/07/2016	SUNRUN	REFUND OF FEES PERMIT #20161416	275.12
10682	10/07/2016	BRIDGE STORE	ALTERNATIVE PAY STATION SVS FOR AUG 2016	734.00
10683	10/07/2016	CITY OF MADERA	MULCH REBATE APPLY TO 359008	50.00
10684	10/07/2016	COLLIN, RANDY	PER DIEM PUBLIC FLEET SUMMIT	229.38
10685	10/07/2016	COMCAST	09/22- 10/21 SVS 8155500320322006	86.10
10686	10/07/2016	COMCAST	CITY INTERNET CONNECTION 09/15- 10/14/16	1,520.00

10687	10/07/2016	CONCENTRA MEDICAL CENTERS	DOT TESTING	61.50
10688	10/07/2016	DIAMOND COMMUNICATIONS	SECURITY ALARM MONITORING	255.00
10689	10/07/2016	DIVISION OF THE STATE ARCHITECT	SB 1186 FEES QTR 1 FY 16/17	671.70
10690	10/07/2016	SEAL RITE PAVING AND GRADING	PLAN CHECKING FEE REFUND	520.00
10691	10/07/2016	ESPINOZA SEWER SERVICE	RESTROOM SERVICE	50.00
10692	10/07/2016	ESTEVEZ, BRIAN	PER DIEM IACP 2016 CONFERENCE	304.00
10693	10/07/2016	FRAZIER, STEVE	PER DIEM IACP 2016 CONFERENCE	304.00
10694	10/07/2016	FRESNO MADERA AREA AGENCY ON AGING	07/16 UNSERVED MEALS	325.60
10695	10/07/2016	FRESNO REPROGRAPHICS	DIGITAL BOND	79.92
10696	10/07/2016	GEIL ENTERPRISES, INC.	SEPTEMBER 2016 JANITORIAL SVS	10,521.08
10697	10/07/2016	LAWSON, DINO	PER DIEM IACP 2016 CONFERENCE	304.00
10698	10/07/2016	LEXISNEXIS	SEPTEMBER CHARGES	274.00
10699	10/07/2016	LINCOLN FINANCIAL	LIFE & LTD INSURANCE OCTOBER 2016	7,506.89
10700	10/07/2016	MADERA CLEANERS AND LAUNDRY INC.	MAT SERVICE	32.30
10701	10/07/2016	MADERA COUNTY TREASURER	AUGUST 2016 PARKING PENALTIES	166.50
10702	10/07/2016	MADERA IRRIGATION DISTRICT	RWMG MEMBERSHIP DUES	600.00
10703	10/07/2016	MEAD AND HUNT, INC.	AIRPORT DBE AUG 2016	2,062.10
10704	10/07/2016	MUNISERVICES, LLC	STARS SERVICES FOR 1ST QTR 2016 REPORTS	1,305.48
10705	10/07/2016	N.P.C.-ORCHARD TRUST COMPANY	PLAN #340227-01 FOR 10/07/2016 PAYROLL	6,698.60
10706	10/07/2016	N.P.C.-ORCHARD TRUST COMPANY	PLAN #340227-02 FOR 10/07/2016 PAYROLL	3,344.48
10707	10/07/2016	NOLAN MCGUIRE CONSTRUCTION	FINAL RETENTION 12-CALHOME-8711 12-03	2,908.00
10708	10/07/2016	CORONADO, DEBRA	TURF REPLACEMENT REBATE	750.00
10709	10/07/2016	REYES-MURILLO, CECILIA	TURF REPLACEMENT REBATE	450.00
10710	10/07/2016	P G AND E	09/16 SVS 9651992016-7	18,726.52
10711	10/07/2016	HERNANDEZ, RUDOLFO	FACILITY DEPOSIT REFUND	340.00
10712	10/07/2016	SPARKS, MATTHEW	FACILITY CANCELLATION REFUND	700.00
10713	10/07/2016	PHOENIX GROUP INFO SYS	CITATIONS AUGUST 2016	297.15
10714	10/07/2016	PITNEY BOWES, INC.	POSTAGE RENTAL FEE	367.68
10715	10/07/2016	PRAXAIR DISTRIBUTION, INC.	CYLINDER DEMURRAGE RENTAL	502.51
10716	10/07/2016	PUBLIC RESTROOM COMPANY	CENTENNIAL PARK	27,297.00
10717	10/07/2016	PURCHASE POWER	FINANCE CHARGES	38.51
10718	10/07/2016	QUAD-KNOPF ENGINEERING	LOVES EIR	399.52
10719	10/07/2016	QUALLS, MARK	HOTEL REIMBURSEMENT	42.92
10720	10/07/2016	QUINN COMPANY	AUTOMOTIVE VEHICLES AND RELATE	217,176.39
10721	10/07/2016	RESERVE ACCOUNT	PREPAID POSTAGE METER USEAGE MAY- SEP 2016	1,200.00
10722	10/07/2016	ROLFE CONSTRUCTION CO.	CITY PROJECT ST 10-01, PAYMENT FOR RETENTION	60,090.70
10723	10/07/2016	SIERRA GOLF MANAGEMENT	REIMBURSEMENT FOR CITY WELL REPAIRS	26,592.04
10724	10/07/2016	SUNEDISON, LLC	SOLAR ELECTRIC UTILITY DECEMBER 2016	21,682.54
10725	10/07/2016	TESEI PETROLEUM INC.	FUEL CHARGES 09/11/16- 09/20/16	11,354.18
10726	10/07/2016	TESEI PETROLEUM, INC.	FUEL	415.24
10727	10/07/2016	BARGAS, JULIE	UTILITY BILLING CREDIT REFUND	151.21
10728	10/07/2016	BERGERSEN, BRIAN	UTILITY BILLING CREDIT REFUND	206.35
10729	10/07/2016	BRIDAL EXPRESSIONS C/O RUIZ, MINERVA	UTILITY BILLING CREDIT REFUND	304.05
10730	10/07/2016	BROWN, KEMBERLY	UTILITY BILLING CREDIT REFUND	4.91
10731	10/07/2016	C/O TIMOTHY B SUPPLE OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	315.03
10732	10/07/2016	CARDENAS, MICHELLE	UTILITY BILLING CREDIT REFUND	150.89
10733	10/07/2016	CAREY, REBECCA	UTILITY BILLING CREDIT REFUND	189.64
10734	10/07/2016	CHAVEZ, BELEM OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	150.51
10735	10/07/2016	CRONRATH, STEPHEN	UTILITY BILLING CREDIT REFUND	46.52
10736	10/07/2016	DIAZ, ROLAND OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	150.27
10737	10/07/2016	FIGUEROA, ELIZABETH OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	150.48
10738	10/07/2016	FRIESEN, KEVIN	UTILITY BILLING CREDIT REFUND	151.69
10739	10/07/2016	GUERRERO, RAMONA	UTILITY BILLING CREDIT REFUND	41.48
10740	10/07/2016	GUTIERREZ, YVETTE	UTILITY BILLING CREDIT REFUND	150.67
10741	10/07/2016	INDEPENDENT PROPERTY MANAGEMENT	UTILITY BILLING CREDIT REFUND	190.33
10742	10/07/2016	JOSEPH CROWN	UTILITY BILLING CREDIT REFUND	176.76
10743	10/07/2016	JOSEPH CROWN	UTILITY BILLING CREDIT REFUND	277.99
10744	10/07/2016	KILBA, ROXANNE OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	114.34
10745	10/07/2016	KINGSLEY, MARK AND SHEILA	UTILITY BILLING CREDIT REFUND	150.54
10746	10/07/2016	LAMATTINA, KENNETH	UTILITY BILLING CREDIT REFUND	211.02
10747	10/07/2016	MARLEY, JEREMY W AND MARLEY, AMANDA	UTILITY BILLING CREDIT REFUND	150.94
10748	10/07/2016	MARQUEZ, MICHAEL W	UTILITY BILLING CREDIT REFUND	46.71
10749	10/07/2016	MCAVOY SCOOT WAYNE JR	UTILITY BILLING CREDIT REFUND	34.24
10750	10/07/2016	MELGOZA, ISABEL	UTILITY BILLING CREDIT REFUND	105.95
10751	10/07/2016	MII INVESTMENTS, INC	UTILITY BILLING CREDIT REFUND	143.22
10752	10/07/2016	MIRACLE, BEAU AND MONTE, MERISSA	UTILITY BILLING CREDIT REFUND	150.38

10753	10/07/2016	NAVARRO, ARMANDO OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	150.08
10754	10/07/2016	OCAMPO, MARIA CONSUELO OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	151.25
10755	10/07/2016	PEREZ, JOSE OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	150.37
10756	10/07/2016	PONCE GONZALEZ, ELISEO OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	150.26
10757	10/07/2016	REITZ, GREGORY	UTILITY BILLING CREDIT REFUND	287.23
10758	10/07/2016	ROBLEDO, LUPE AND SANTOS	UTILITY BILLING CREDIT REFUND	218.19
10759	10/07/2016	ROBLEDO, SANTOS AND LUPE	UTILITY BILLING CREDIT REFUND	224.24
10760	10/07/2016	RODRIGUEZ LESLIE OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	150.83
10761	10/07/2016	RUIZ, ERNIE	UTILITY BILLING CREDIT REFUND	331.45
10762	10/07/2016	SANDOVAL, LUNA RUBEN/SANDOVAL, ANGELITA	UTILITY BILLING CREDIT REFUND	185.51
10763	10/07/2016	SCOVEL, CRYSTAL DAWN	UTILITY BILLING CREDIT REFUND	39.61
10764	10/07/2016	UPTON, JEFF	UTILITY BILLING CREDIT REFUND	172.24
10765	10/07/2016	VALDEZ, MANUEL AND SONIA	UTILITY BILLING CREDIT REFUND	372.96
10766	10/07/2016	VALLEY LAND DEVELOPMENT LLC	UTILITY BILLING CREDIT REFUND	53.20
10767	10/07/2016	VEGA, MARIBEL	UTILITY BILLING CREDIT REFUND	27.74
10768	10/07/2016	VELASCO, MELISSA	UTILITY BILLING CREDIT REFUND	40.82
10769	10/07/2016	UNITED MUNICIPAL SECURITY	CD CHARGES	1,640.67
10770	10/07/2016	USPS DISBURSING OFFICE	ACS CHANGE OF ADDRESS	23.52
10771	10/07/2016	VANTAGEPOINT TRANSFER AGENTS-457	PLAN #302351 CONTRIBS FOR 10/07/2016 PAYROLL	43,562.06
10772	10/07/2016	WILDLIFE CONTROL TECHNOLOGY, INC.	MONTHLY RODENT SERVICE	1,035.00
10773	10/07/2016	WOODWORTH, STEVE	PER DIEM CASP TESTING	469.79
			Bank # 1 - Union Bank General Account Total	1,169,747.77

REPORT TO CITY COUNCIL

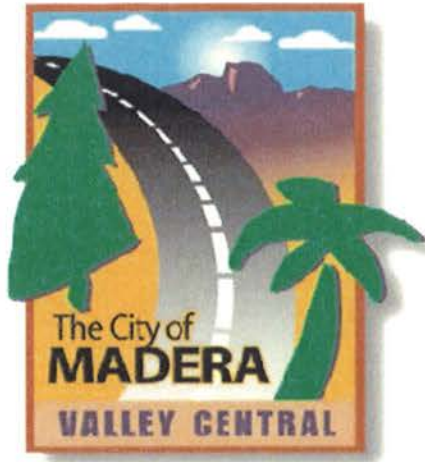
MEETING DATE: October 19, 2016

AGENDA ITEM NUMBER: B-3

Approved By:

Dave Randall
PUBLIC WORKS DIRECTOR

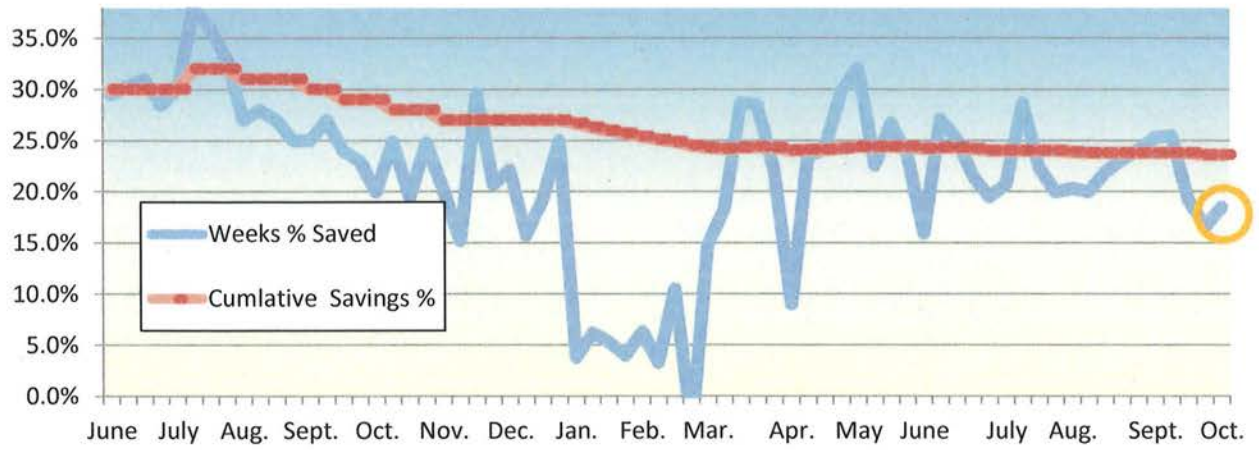
[Signature]
CITY ADMINISTRATOR



SUBJECT: Weekly Water Conservation Report for October 3rd thru October 9th.

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

SUMMARY/ DISCUSSION: The City's water conservation rate was up from 16% last week to 18% this week as illustrated in the graph below, and is comparable to where we were last October. Conservation often low during this time of year as many customers have yet to adjust or turn off their irrigation systems in response to the cooler temperatures. Typically we see more substantial reductions in the quantity of water pumped in November if there has been some rain and there are no unseasonal temperature spikes. Below is the most current water conservation data.



Enforcement			
Public Contacts	230	1st offenses (\$75)	34
Verbal warning	1	2nd offenses (\$250)	1
Correction Notices	60	3rd or more offense (\$500)	0

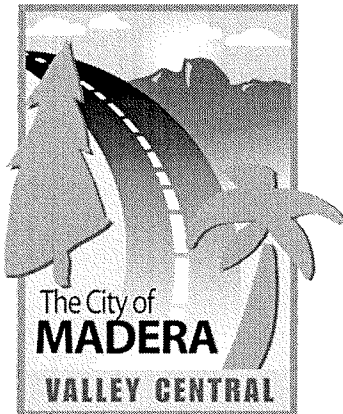
FINANCIAL IMPACT:

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

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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

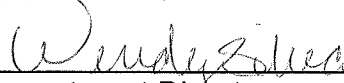
REPORT TO CITY COUNCIL




Council Meeting of October 19, 2016

Agenda Item Number B-4

Approved by:



Department Director



City Administrator

Consideration of a Minute Order Rejecting a Claim filed by Abelica Sanchez

RECOMMENDATION

It is recommended Council reject the claim filed by Abelica Sanchez. The City will send a rejection notice to Ms. Sanchez.

HISTORY

A claim was filed on September 12, 2016 by Abelica Sanchez. The claimant is alleging that the trees on Howard Road have been neglected and should have been maintained. Although the claimant attempted to file the claim timely, the claim was deficient. The claim form was not signed and the claim did not comply with Government Code §910(f) as to the amount sought or the court of appropriate jurisdiction. The claim was returned as insufficient. On September 23, 2016 the City received an amended Claim Form from the claimant. The claimant corrected the deficiencies rendering the claim sufficient.

SITUATION

The claimant indicated that on April 19, 2016, she was driving to work and rear-ended a diesel truck that had stopped/slowed down in front of her in the middle of the street on Howard Road. The claimant alleged that the driver of the truck claimed that the accident was caused by an obstruction of overhanging trees that hit his truck. She further alleged that the trees had been neglected by the City and should have been maintained because Howard Road is a truck route. Ms. Sanchez sustained physical injuries as a result of the collision including a broken wrist, a broken finger and a massive herniated disk at levels 4 and 5. She advised that the claim is a Limited Civil Case in excess of \$25,000. Ms. Sanchez is seeking compensation for her pain and suffering.

Suzanne Johnson of AIMS investigated the claim. Based on the Madera Police Report (16M-02602), the collision was caused by Ms. Sanchez driving at an

unsafe speed for conditions, a violation of CVC 22350. Ms. Sanchez's insurance carrier, Commerce West Insurance Company, also concluded that Ms. Sanchez was at fault for the collision. Furthermore, Ms. Johnson found no evidence that the City trees were a possible cause of the accident. The City had no prior notice. Ms. Johnson found no evidence of negligence and/or liability on the part of the City. For these reasons, the City should have no responsibility for the subject claim.

Ms. Johnson has recommended the claim be rejected. Staff concurs with her recommendation.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

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

CITY OF MADERA

SEP 23 2016

CLAIM FORM

BY: [Signature]

(Please Type Or Print)

CLAIM AGAINST City of Madera
Claimant's name: Abelina Sanchez (Name of Entity) Telephone Number [Redacted]
SS# [Redacted] DOB: [Redacted] Gender: Male Female
Claimant's address: [Redacted]

Address where notices about claim are to be sent, if different from above: _____

Date of incident/accident: 4/19/16

Date injuries, damages, or losses were discovered: 4/19/16

Location of incident/accident: Howard Rd.

What did entity or employee do to cause this loss, damage, or injury? Streets had been neglected for so long and should of been maintained being Howard Rd is a truck route.
(Use back of this form or separate sheet if necessary to answer this question in detail.)

What are the names of the entity's employees who caused this injury, damage, or loss (if known)? Please see attached police report

What specific injuries, damages, or losses did claimant receive? Broken wrist, Broken finger, Massive herniated disk 4+5. Metal plate now in wrist. Car was totaled.
(Use back of this form or separate sheet if necessary to answer this question in detail.)

What amount of money is claimant seeking or, if the amount is in excess of \$10,000, which is the appropriate court of jurisdiction. Note: If Superior and Municipal Courts are consolidated, you must represent whether it is a "limited civil case" [see Government Code 910(f)] - \$25,000.00 limited civil case.

How was this amount calculated (please itemize)? _____

(Use back of this form or separate sheet if necessary to answer this question in detail.)

Date Signed: 9/23/16 Signature: [Signature]

If signed by representative:
Representative's Name _____ Address _____
Telephone # _____
Relationship to Claimant _____

CITY OF MADERA

RECEIVED

City of Madera City Clerk

CLAIM FORM

By: Salvarez

Date: 9/12/16

(Please Type Or Print)

CLAIM AGAINST

City of Madera
Abelica Sanchez (Name of Entity)

Claimant's name:

Telephone Number

SS:

DOB:

Gender: Male

Female

Claimant's address:

Address where notices about claim are to be sent, if different from above:

Date of incident/accident:

8/19/16

Date injuries, damages, or losses were discovered:

8/19/16

Location of incident/accident:

Howard Rd.

What did entity or employee do to cause this loss, damage, or injury?

Streets had been neglected for so long and should of been maintained being Howard Rd in a truck route.
(Use back of this form or separate sheet if necessary to answer this question in detail.)

What are the names of the entity's employees who caused this injury, damage, or loss (if known)?

Please see attached police report

What specific injuries, damages, or losses did claimant receive?

Broken wrist, Broken finger, Massive herniated disk 4+5. Metal plate now in wrist. Car was totaled.
(Use back of this form or separate sheet if necessary to answer this question in detail.)

What amount of money is claimant seeking or, if the amount is in excess of \$10,000, which is the appropriate court of jurisdiction. Note: If Superior and Municipal Courts are consolidated, you must represent whether it is a "limited civil case" [see Government Code 910(f)]

I am unsure at this time being I am seeking legal counsel. I will be under going epidural injections.

How was this amount calculated (please itemize)?

undetermined at this time.

(Use back of this form or separate sheet if necessary to answer this question in detail.)

Date Signed:

Signature:

If signed by representative:

Representative's Name

Address

Telephone #

Relationship to Claimant

September 12, 2016

To whom it may concern,

My name is Abelica Sanchez I have driven my vehicle to work for the past 16 years I work approximately 6 miles from my home. I drive down Howard Rd every morning. On April 19, 2016 I was driving as per usual. I had a diesel stop/slowdown in the middle of Howard Rd in front of me. Driver has claimed this was caused by obstruction to overhang of trees hitting his truck. I will say that the trees have not been up kept in a very long time. Every time the wind blows there are branches everywhere. I think that the City has a responsibility to ensure that trees are maintained. Especially being that it is a truck route of travel. Recently I noticed that the trees have been thinned out. As they should have been all along and I couldn't help but wonder had this been maintained I could have saved me a lot of pain and suffering. Not only was my car totaled but the injuries I have sustained will affect me the rest of my life. I would hope that moving forward this becomes a procedure that is up kept with keeping the trees up to standard to avoid provoking another accident. I have a metal plate in my wrist that hurts every morning. A broken pinky that I understand will not go back, ever. Recently an MRI showed I have a massive herniated disk. I have been experiencing lower back pain following my accident. I will now have to undergo epidural injections that may only serve as a band aid. It is likely that I may need to undergo back surgery in the future. The Doctor is surprised that I am walking the way the MRI shows the injury. I just don't think it's fair and I am requesting the City take this complaint into consideration regarding compensation. As well as take responsibility for their part of negligence causing my accident. Should you have any further questions please feel free to contact me.

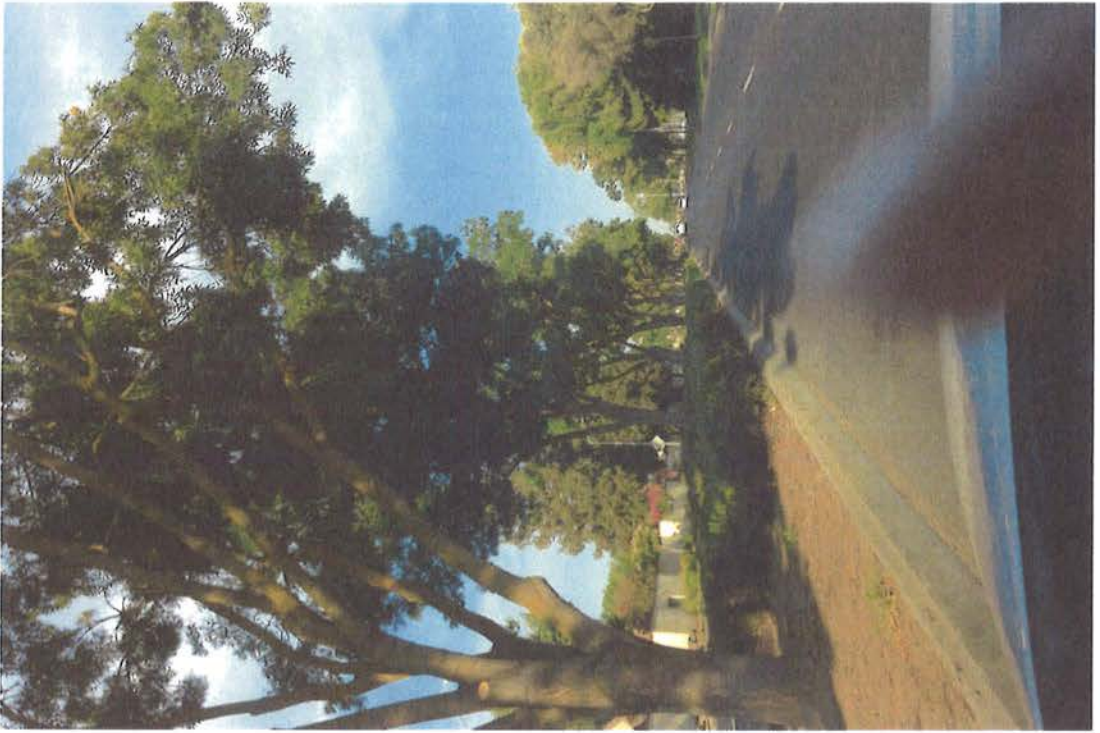
Sincerely,

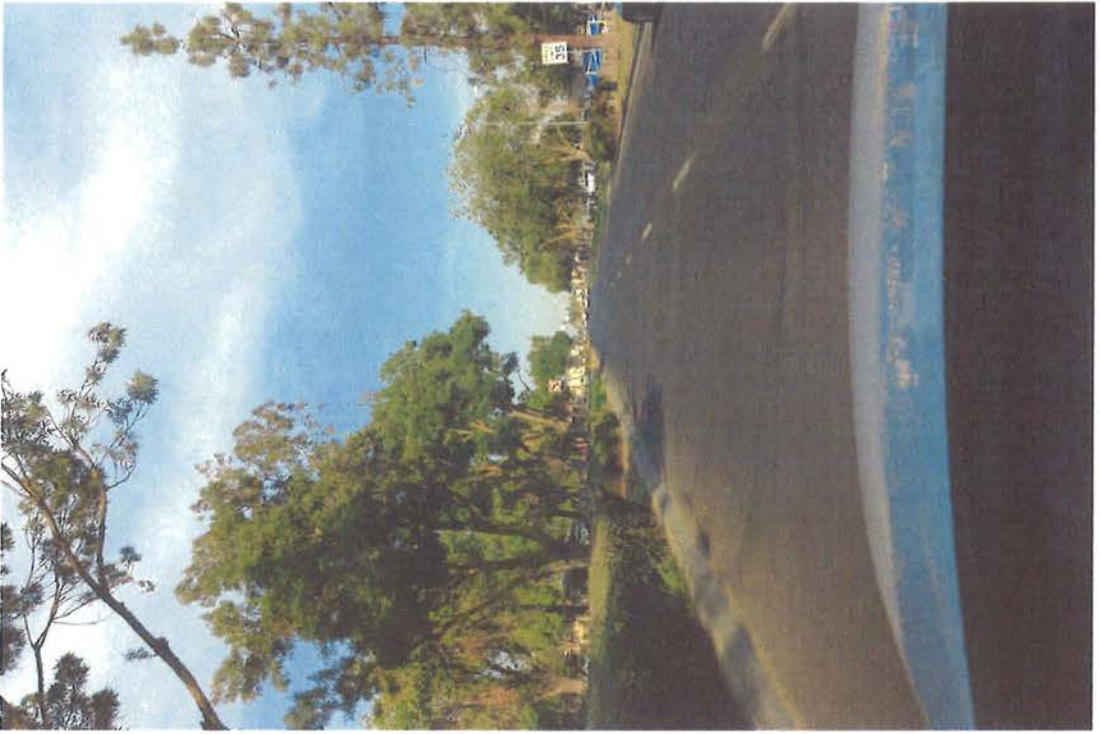
A handwritten signature in black ink, appearing to be 'Abelica Sanchez', written in a cursive style.

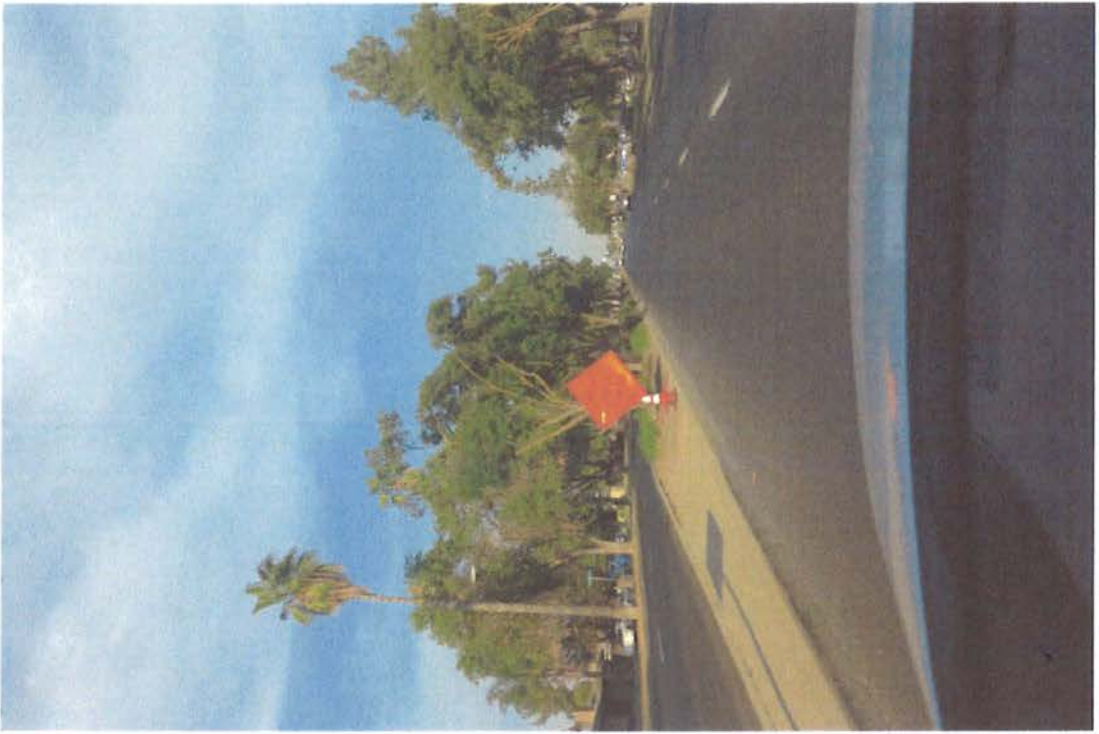
Abelica Sanchez



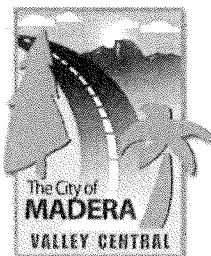












REPORT TO COUNCIL

COUNCIL MEETING OF October 19, 2016

AGENDA ITEM NUMBER B-5

Handwritten signature of Mary Anne Seay in black ink.

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

Handwritten signature of David Tooley in black ink.

APPROVED BY: David Tooley,
City Administrator

SUBJECT: CONSIDERATION OF A RESOLUTION APPROVING SUBMISSION OF AN APPLICATION TO THE STATE DEPARTMENT OF PARKS AND RECREATION FOR GRANT FUNDS RELATING TO MADERA SUNRISE ROTARY SPORTS COMPLEX

RECOMMENDATION:

Staff recommends Council adopt a Resolution approving submission of an application to the State Department of Parks and Recreation for grant funds relating to Madera Sunrise Rotary Sports Complex.

DISCUSSION:

The Parks & Community Services Department continuously seeks resources to add to, improve or otherwise embellish the City of Madera's existing inventory of Parks and Recreation facilities. One of the methods used to acquire resources is the competitive grant process. There is a current call for grant submissions issued by the State of California's Department of Parks and Recreation to increase access to recreation facilities, particularly soccer fields, baseball fields, and basketball courts.

The stated goals of the grant are to increase access to recreation facilities as described above and to include elements of water conservation in the project. Although the granting agency has stated the average grant award is anticipated to be far less, the maximum grant award is listed at \$1,000,000/ project. Use of funding is restricted to low-income Census Tracts and proposals require a 50% match; grant submittals are due on November 1, 2016.

Given the parameters from the funding agency, Staff has elected to submit an application to complete the lighting, parking, and landscaping along with the addition of a new restroom and water conservation measures at Madera Sunrise Rotary Sports Complex. In addition to having available resources budgeted and eligible to be used as matching funds, this project was selected because it fits grant criteria and is a defined community need. There is currently \$517,000 available to use as matching funds which comes in the form of \$350,000 in Parks Development Impact Fees (DIF), \$67,000 in CDBG, \$85,000 from a Chukchansi grant award and \$15,000 from Kaiser Permanente.

A new soccer field was constructed at Madera Sunrise Rotary Sports Complex in 2012 to neutralize the loss of a soccer field at Rotary Park on Gateway Drive. The intense soccer play and associated parking needs outgrew the Gateway location. Though the field itself was added in 2012, the City lacked funding to complete the entire project in such a way as to maximize its use. The existing lack of lighting, parking and restroom facilities significantly limit the available hours of usage.

All associated landscape would consist of drought tolerant selections irrigated with state-of-the-art watering systems. Additionally, existing turf on the newer soccer field would be treated with water saving polymers to study the impact they have on water use.

FISCAL IMPACT:

If the grant is awarded, the City will contribute up to \$517,000 in Parks Development Impact Fees and other grants that were previously budgeted for expansion of Madera Sunrise Rotary Sports Complex.

The General Fund would be impacted by a grant award in the form of increased custodial and maintenance as a result of increased facilities and use.

VISION MADERA 2025 ACTION PLAN CONSISTENCY:

The recommended actions are consistent with the following Vision Strategies and Actions:

Strategy 411 - Enhance and expand recreational activities available in Madera.

**A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA, CALIFORNIA,
APPROVING SUBMISSION OF AN APPLICATION TO THE STATE DEPARTMENT OF PARKS AND
RECREATION FOR
YOUTH SOCCER AND RECREATION DEVELOPMENT PROGRAM GRANT FUNDS
RELATING TO
MADERA SUNRISE ROTARY SPORTS COMPLEX**

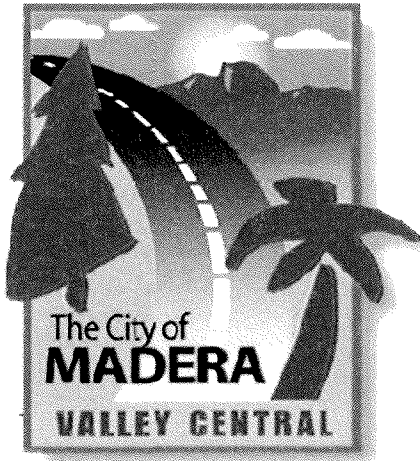
WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Youth Soccer and Recreation Development Program, setting up necessary procedures governing the application; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of application before submission of said application to the State; and

WHEREAS, successful Applicants will enter into a contract with the State of California to complete the Grant Scope project;

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

1. The above recitals are true and correct.
2. The City of Madera hereby approves the filing of an application for the Madera Sunrise Rotary Sports Complex; and
3. The City of Madera certifies that the City of Madera has or will have available, prior to commencement of any work on the project included in this application, the sufficient funds to complete the project; and
4. The City of Madera certifies that if the project is awarded, the City of Madera has or will have sufficient funds to operate and maintain the project; and
5. The City of Madera certifies that the City of Madera has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide; and
6. The City of Madera delegates the authority to the City Administrator to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, as approved by the City Attorney which may be necessary for the completion of the Grant Scope; and
7. The City of Madera agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines; and
8. This resolution is effective immediately upon adoption.




PUBLIC WORKS DEPARTMENT REPORT TO CITY COUNCIL

MEETING DATE: October 19, 2016

AGENDA ITEM NUMBER: B-6

Approved By:


PUBLIC WORKS DIRECTOR


CITY ADMINISTRATOR

SUBJECT:

Consideration of a resolution adding additional part time positions and supplies for the Infrastructure Condition Assessment Project and amending the Fiscal Year 2016-17 Sewer Operations Budget and appropriating funds to specified Sewer Fund accounts.

RECOMMENDATION:

Staff recommends Council authorize by resolution, a budget adjustment for three additional part time Public Works Maintenance I Worker positions (1.5 Full Time Equivalencies) and an additional \$18,000 of expenditures for supplies to be budgeted in the Sewer Fund budgets.

SUMMARY/ DISCUSSION:

The City Council recently awarded the contract for performance of a Sewer and Water Infrastructure Condition Assessment and Asset Management Project to Akel Engineering. As part of that project the City's most crucial sewer lines will be videoed and inspected to determine the pipes potential life and identify any imminent risks. To get useable video, the lines must be cleaned immediately before the videoing.

The City was able to reduce the price of the study and net about \$150,000 by opting to have the City crews clean the lines just before the contractor's video crews. The City is able to do this as we currently have two vacuum trucks that can be used to perform this task, but need additional personnel to operate the equipment for additional hours during the two years of the project. The extensive amount of wear on the hoses, nozzles etc., will also require \$18,000 of serviceable parts to be replaced.

FINANCIAL IMPACT:

The expenses would be within the Sewer Fund. While the Sewer Budget will need to be amended to appropriate the expenditures, these expenditures will result in avoided costs that will net a savings of over \$150,000.

MADERA VISION 2025:

The proposed action is consistent with the Madera Vision Plan action Item 115.5 "Insure the physical and financial sustainability of the City's existing and expanding sewer and water infrastructure."

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING THE FY 2016/17 ANNUAL BUDGET TO INCREASE EXPENDITURE ALLOCATIONS IN THE SEWER FUND BUDGETS TO INCREASE THE ALLOCATION NECESSARY FOR THE INFRASTRUCTURE CONDITION ASSESSMENT PROJECT

WHEREAS, The City Council previously adopted a City-wide budget for the 2016-17 fiscal year; and

WHEREAS, The City has determined that it is prudent increase expenditure allocations to enable City crews increased capacity to clean sewer lines as part of the Infrastructure Condition Assessment Project; and

WHEREAS, Expenditure accounts will need to be increased within the Sewer Fund for said project; and

WHEREAS, An adequate fund balance is available in said Funds to allow for said increase of appropriations.

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 budgets of the Sewer Fund are hereby amended as shown in Exhibit AA to this resolution.
3. A signed copy of this resolution shall be forwarded to the Director of Finance who shall prepare entries necessary to reflect the budget changes in Exhibit AA.
4. This resolution is effective immediately upon adoption.

EXHIBIT AA

CITY OF MADERA

Appropriation Adjustment:

Part-Time Sewer Maintenance Staff

FUND	ORG CODE	OBJECT CODE	DESCRIPTION	(+)	(-)
Sewer Maintenance Operations (2040)					
	20403400	5005	Salaries/Part-time	41,312.00	
	20403400	5304	Workers Compensation Insurance	3,406.00	
	20403400	5305	Medicare Tax- Employer's Share	621.00	
	20403400	5307	Deferred Comp/Part-Time	1,549.00	
	20403400	5309	Unemployment Insurance	714.00	
	20403400	6532	Maintenance/Other Supplies	18,000.00	
				<u>65,602.00</u>	-

Note: Funding for this program will come from the unappropriated Sewer Fund balance

REPORT TO CITY COUNCIL

Approved By:

Council Meeting of October 19, 2016
Agenda Item Number B-7


Department Director


City Administrator

SUBJECT: Consideration of a Resolution Authorizing Participation in the State Interagency Intercept Collections Program and Authorizing the Mayor to Execute the Intent to Participate and Any and All Documents Necessary to Facilitate Participation in the Program

RECOMMENDATION: That Council approve a resolution authorizing the City's participation in the State Interagency Intercept Collections Program and authorizing the Mayor to execute the Intent to Participate and all documents necessary to facilitate participation in the program.

SUMMARY: The City has certain debts which are owed to it arising out of things such as unpaid fines for code violations and other delinquent accounts. Some of these debts may qualify for a state program which secures payment of these debts by attaching certain state issued payments such as tax refunds and lottery winnings. Staff believes participation in this program may improve the City's percentage of debt which is collected.

DISCUSSION:

The City issues citations to individuals for violations of the Madera Municipal Code, which citations impose a fine of varying amounts dependent on the violation. Often, these fines remain unpaid by the individuals. In some instances, the City may place a lien against the individual's real property and may even place the amount on the County tax roll for collection with the property owner's property tax. There are situations where such a property lien is not possible due to the nature of the citation.

The City has been participating in a program administered by the State of California through the Franchise Tax Board wherein certain qualifying debts of municipal governments can be collected by attaching all or a portion of State income tax refunds or lottery winnings. This program has proven to be a superior means of collecting unpaid fines and other debts owed to the City.

In order to participate, the City must submit an annual Intent to Participate form. Once granted permission to participate, there is a certain process the City must go through in order to place debtors into the program. This includes providing 30 days written notice to them of the potential attachment of their tax refund. This helps ensure due process is provided.

Submission of Debtor information to the State for the intercept program is done once a year, so the City would need to compile a list annually. The list will be submitted to the State and the State will advise the City as to which debtors will be put on the intercept list for that year.

The State charges for participation in the program only for those accounts they collect on. The charge is determined based on the number of total intercepts for the year. Currently the estimate is approximately \$2.00 per account.

FISCAL IMPACT: The actual impact to the City will be some increased revenues as a result of collecting some debts which may have been uncollectible short of the intercept program. The actual amount of this impact will depend on the number of debts which qualify for submission into the program and which are accepted by the State. An additional factor is whether the particular individuals are supposed to receive certain payments from the State of California such as income tax refunds or State lottery winnings which can be attached through the intercept program.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

The activity described in this report is not specifically incorporated in the strategies contained in the action plans of the Vision Madera 2025 and is not in conflict with any of the action or goals contained in the plan.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AUTHORIZING PARTICIPATION IN THE STATE INTERAGENCY INTERCEPT COLLECTIONS PROGRAM AND AUTHORIZING THE MAYOR TO EXECUTE THE INTENT TO PARTICIPATE AND ANY AND ALL DOCUMENTS NECESSARY TO FACILITATE PARTICIPATION IN THE PROGRAM

WHEREAS, the City has the need to collect unpaid debts including unpaid code enforcement fines; and

WHEREAS, the State of California has a program, the State Interagency Intercept Collections Program (SIICP), which collects such unpaid debts from sources including tax returns and lottery winnings; and

WHEREAS, the City desires to continue participation in the SIICP; and

WHEREAS, it is necessary to submit an executed Intent to Participate in order to continue participation in the SIICP.

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

1. The recitals listed above are true and correct.
2. The City's participation in the SIICP is hereby approved.
3. The Mayor is authorized to execute the Intent to Participate and all other documents necessary to effectuate the participation in the SIICP on behalf of the City of Madera.
4. This resolution is effective immediately upon adoption.

* * * * *



Mark this box if you are making revisions.

Email: iicgroup@ftb.ca.gov
 Telephone: 916.845.5344
 Fax: 916.843.2460

Intent to Participate

Complete both sides of this form, sign, and either fax or mail it to us.

Part 1 – Agency type

Individual debts

State City County Court College Special District

Corporation or limited liability company (LLC) debt:

State

Part 2 – Agency

Agency name: <u>City of Madera</u>	Process year: 2017
Division/branch:	Agency code: TU

Part 3 – Public contact unit (provide an address and phone number for your debtors to contact you directly.)

Agency name: <u>City of Madera</u>	Unit name:	Phone: 559-661-5483 Ext.
Agency address/PO Box: <u>205 W. 4th Street</u>	Room/suite/floor:	
City: <u>Madera</u>	State: CA	ZIP Code: 93637

Mark this box if the public contact unit is a private collection firm.

Provider name: _____

Part 4 – FTB Intercept Program liaisons

Provide the names and **direct** phone numbers of up to three individuals we may contact to resolve issues or obtain account information. These individuals should be authorized to request intercept services. We may provide email addresses to the State Controller's Office (SCO) for billing purposes.

Name: <u>Shawndee Dix</u>	Position: <u>Paralegal</u>	Phone: 559-661-5483 Ext.
Email address: <u>sdix@cityofmadera.com</u>		

Name: <u>Brent Richardson</u>	Position: <u>City Attorney</u>	Phone: 559-661-5480 Ext.
Email address: <u>brichardson@cityofmadera.com</u>		

Name:	Position:	Phone:
Email address:	Ext.	

Part 5 – Agency mailing address (to send warrants, fund transfers, and billings [exclude private collection firm information]) We may provide email addresses to the State Controller's Office (SCO) for billing purposes.

Agency name: <u>City of Madera</u>	Unit name: <u>City Attorney's Office</u>	Phone: 559-661-5483 Ext.
Agency address/PO Box: <u>205 W. 4th Street</u>	Room/suite/floor:	
City: <u>Madera</u>	State: CA	ZIP Code: 93637
Contact name: <u>Shawndee Dix</u>	Phone: 559-661-5483 Ext.	
Email address: <u>sdix@cityofmadera.com</u>	Fax:	

Part 6 – SWIFT agency contact information

Name: Shawndee Dix Phone: 559-661-5483 Ext. _____
SWIFT email address or group email address: sdix@cityofmadera.com

Part 7 – Select your agency type (select only one)

- State agency (complete either A, B, or C. The State Controller will credit the intercepts accordingly.)
 - A. General checking account number (three digit number): _____
 - B. Special fund – Fund number: _____ Organization code: _____
State Controller’s account number: _____ (Contact your accounting office for this number.)
 - C. Warrant
- City, county agency, or college.
Special Districts – bridge tolls and high occupancy toll lane fees. (Government Code Section 12419.12)

A warrant will be issued to your agency listing the intercept funds sent to you.

Agency Certification

Complete the following information in full and sign.

This document notifies FTB that the City of Madera plans to participate in the Interagency Intercept Collections Program for the 20 17 process year. In doing so, I certify that all debtors received due process and the debts submitted for offset comply with the following Government Code Sections (please mark one):

- State agencies and colleges — 12419.5, 12419.7, 12419.9, 12419.10, 12419.11, and 12419.12
- Counties, city agencies, and special districts — 12419.8, 12419.10, and 12419.12
(Does not apply to corporations or LLCs.)

Type of debt we intend to collect for individual debts:

- Fines Parking Citations Dishonored Check Fees Judgments
- Taxes Tuition Insurance Unpaid Services Overpayment

Type of debt we intend to collect for corporation and LLC debts:

- Dishonored Check Fees Taxes
- Other (list the debt type):

I certify that the City of Madera agrees to pay administrative costs to the California State Controller’s Office for processing these offset accounts, and that I am authorized to request services on behalf of this agency/college. Administrative costs include any direct or indirect expense incurred by FTB or SCO to process your request, including any expense to respond to administrative or civil complaints for an offset performed at your request.

I certify that all records, copies, files, and media submissions received by the City of Madera shall be destroyed in a manner acceptable to FTB.

The approved destruction methods that permanently render data unreadable and unusable include:

- Damage to disks that prevents their use in any disk drive.
- Crisscross shredding if the shreds are 5/16 inch or smaller.

All unauthorized or suspected access, uses, and/or disclosures (incidents) of the information received under this agreement shall be thoroughly reviewed by FTB. We comply with the incident reporting requirements, in accordance with Civil Code Section 1798.29 and SAM Chapter 5300 (Information Security). The participant shall immediately notify FTB’s Information Security Audit Unit of all incidents involving the information obtained under this agreement as applicable, and provide the appropriate information to facilitate the required reporting to the taxpayers or state oversight agencies. Notification can be made by email at: SecurityAuditMail@ftb.ca.gov or by calling 916.845.5555.


Agencies using a private collection firm or data service provider need to read, sign, adhere to, and maintain FTB 7904, *Confidentiality Statement*, and *Interagency Intercept Collection Program Special Terms and Conditions*. Agencies need to identify and maintain these documents for **every** employee within their agency that has access to the daily and weekly reports. This requirement includes, but is not limited to, agency/vendor IT department staff, agency/vendor management, agency/vendor fiscal staff, agency/vendor collector staff, etc. **It is the responsibility of the agency, college, or district to safeguard the data.**

Failure to maintain FTB 7904 and *Interagency Intercept Collection Program Special Terms and Conditions* could result in unauthorized disclosure or access. Penalties for unauthorized disclosure or access could result in fines and imprisonment under California Law (R&TC Sections 19542, 19542.1, and 19542.3 and Government Code Section 90005).

Penalties may extend to the signature and names listed on the intent form as well as individuals listed on FTB 7904.

Contact the Interagency Intercept desk for FTB 7904 and the *Interagency Intercept Collection Program Special Terms and Conditions*. Franchise Tax Board may request a completed copy of FTB 7904 at any time.

All Agencies

Initial here  Prior to sending debts to the Franchise Tax Board, the participating agency must send the debtor a *Pre-Intercept Notice* allowing 30 days to resolve or dispute the liability before submitting the debt to the Interagency Intercept Collection Program. Submit a copy of the *Pre-Intercept Notice* with your completed FTB 2280, *Intent to Participate*, to the Interagency Intercept Collection group.

I agree that our agency's fax signatures sent to FTB should be treated as original signatures.

Print name: Robert L. Poythress	Title: Mayor	Phone: 559-661-5400
Signature: X		Date:

FTB will not send or receive taxpayer social security numbers through regular email. Confidential taxpayer information should not be sent through regular email. Call the IIC Program staff at 916.845.5344 to register for our secure internet file transfer service.

Shawndee Dix, Legal Assistant
205 W. Fourth Street
Madera, Ca 93637
Phone: 559-661-5483
Fax: 559-673-1304
sdix@cityofmadera.com

September 15, 2016

[NAME/ADDRESS]
Madera CA 93638

RE: **PRE-INTERCEPT NOTICE – Overdue Administrative Citations**

Dear Mr. [LAST NAME],

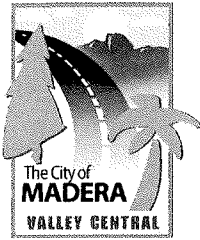
Our records show that you have a [\$00.00] delinquent debt due to the City of Madera. You have 30 days to voluntarily pay this amount before we submit your account to the Franchise Tax Board (FTB) for interagency intercept collections.

FTB operates an intercept program in conjunction with the State Controller's Office, collecting delinquent liabilities individuals owe to state and local agencies/colleges. FTB intercepts tax refunds, unclaimed property (UCP) claims, and lottery winnings owed to individuals. FTB redirects these funds to pay the individual's debts to the City of Madera. (California Government Code Sections 12419.2, 12419.9, 12419.10, 12419.11, and 12419.12).

If you have any questions, or do not believe you owe this debt, contact us within 30 days from the date of this letter. A representative will review your questions/objections. If you do not contact us within that time, or if you do not provide sufficient objections, we will proceed with intercept collections.

Very truly yours,

Shawndee Dix
Paralegal, Office Administrator
Madera City Attorney's Office



REPORT TO CITY COUNCIL

Approved by:



Department Director



City Administrator

Council Meeting of: October 19, 2016

Agenda Number: B-8

SUBJECT: CONSIDERATION OF A RESOLUTION APPROVING ATTORNEY-CLIENT FEE CONTRACT WITH THE LAW OFFICES OF GREGORY L. MYERS

RECOMMENDATION: Staff requests that the Council approve an Attorney-Client Fee Contract with Gregory L. Myers to provide legal services in connection with litigation filed by Junaid Lateef.

BACKGROUND:

On or about July 20, 2016, Mr. Lateef submitted a tort claim to the City of Madera alleging damages arising out of the denial of a conditional use permit. Subsequently, on or about October 5, 2016, Mr. Lateef filed a complaint for damages in the United States Court for the Eastern District of California for the occurrence as alleged in his tort claim. It is necessary to retain outside counsel to handle these matters and our risk management authority has provided an opinion that coverage for the claims made by Mr. Lateef is not available through the risk management authority. Accordingly, it is recommended that we directly retain Greg Myers, who currently handles much of the City's litigation, to handle this litigation matter. Mr. Myers is also representing the City on Mr. Lateef's complaint in Madera County Superior Court. Approval of the contract will retain Mr. Myers for representation of the City in the Federal matter filed by Mr. Lateef.

FINANCIAL IMPACT: The financial impact is unknown at this time and depends on how the litigation evolves from this point. Costs associated with defense of the claim will be paid out of the Insurance Reserve Fund.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN –

The activity described in this report is not specifically incorporated in the strategies contained in the action plans of the Vision Madera 2025 and is not in conflict with any of the action or goals contained in the plan.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING AN ATTORNEY-CLIENT FEE CONTRACT WITH THE LAW OFFICES OF GREGORY L. MYERS AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT ON BEHALF OF THE CITY

WHEREAS, on or about July 20, 2016, Mr. Junaid Lateef submitted a tort claim to the City of Madera alleging damages arising out of the denial of a conditional use permit; and

WHEREAS, on or about October 5, 2016, Mr. Lateef filed a complaint in the United States District Court for the Eastern District of California for the occurrence as alleged in his tort claim; and

WHEREAS, it is recommended that the City directly retain The Law Offices of Gregory L. Myers, who currently handles much of the City's litigation, to handle this litigation matter; and

WHEREAS, an Attorney-Client Fee Contract has been prepared and is on file in the Office of the City Clerk.

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

1. The recitals listed above are true and correct.
2. The Attorney-Client Fee Contract with The Law Offices of Gregory L. Myers, 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 Contract on behalf of the City of Madera.
4. This resolution is effective immediately upon adoption.

* * * * *

LAW OFFICES OF GREGORY L. MYERS
1500 W. Shaw Avenue, Suite 204
Fresno, California 93711
(559) 222-1005

ATTORNEY-CLIENT FEE CONTRACT

This ATTORNEY-CLIENT FEE CONTRACT ("Contract") is entered into by and between the CITY OF MADERA ("Client") and the LAW OFFICES OF GREGORY L. MYERS, ("Attorney").

1. **CONDITIONS:** This Contract will not take effect, and Attorney will have no obligation to provide legal services until Client returns a signed copy of this Contract.

2. **SCOPE OF SERVICES:** Client hires Attorney to provide legal services in connection with *LATEEF v. CITY OF MADERA, et al* filed in the United States District Court, Eastern District and which bears the case numbers 1:16-at-00828 and 1:16-CV-01488-DAD-SKO. Attorney shall provide those legal services reasonably required to represent Client, and shall take reasonable steps to keep Client informed of progress and to respond to Client's inquiries.

It is understood that Attorney and its agents, employees and contractors shall perform all work under this Contract as independent contractors and not as affiliates, partners, joint ventures, agents, employees, servants or assigns of Client.

3. **CLIENT'S DUTIES:** Client shall be truthful with Attorney, cooperate with Attorney, keep Attorney informed of developments, abide by this Contract, pay Attorney's bills on time.

4. **LEGAL FEES:** Client agrees to pay for legal services at the following rates:

Partners	\$ 265.00/hr
Associates	\$ 235.00/hr

(Attorney charges in minimum units of .1 hours.)

Client will be charged for the time spent on telephone calls relating to Client's matter, including calls with Client, opposing counsel or court personnel. Attorney will charge for waiting

time in court and elsewhere and for travel time, both local and out of town.

5. **COSTS & EXPENSES:** In addition to paying legal fees, Client shall reimburse Attorney for all costs and expenses incurred by Attorney, including, but not limited to, process servers' fees, fees fixed by law or assessed by courts or other agencies, court reporters' fees, extraordinary postage, messenger and other delivery fees, extraordinary in-office photocopying at \$.25 per page, parking, mileage at the prevailing IRS rate per mile and other similar items.

To aid in the preparation or presentation of Client's case, it may become necessary to hire expert witnesses, consultants or investigators. Attorney will not hire such persons unless Client agrees to pay their fees and charges. Attorney will select expert witnesses, consultants or investigators to be hired, with Client's prior consent.

6. **STATEMENTS:** Attorney shall send Client periodic statements for fees and costs incurred. Client shall pay Attorney's statements within 10 days after each statement's date. Client may request a statement at intervals of not less than 30 days. Upon Client's request Attorney will provide a statement within 10 days.

Any objection to any billing must be brought to the attention of Attorney within fifteen (15) days of the billing; otherwise, the bill will be deemed accepted as sent.

7. **ATTORNEY'S FEE AWARD:** Client is responsible for all fees and costs incurred in this action, regardless of whether the Court orders another to be responsible therefore.

Any amounts actually paid to Attorney pursuant to Court Order will be credited to Client's account. If there is an award for attorney's fees which is not paid, Client may assign any judgment for attorney fees to a collection agency or another attorney. Attorney will cooperate in any assignment of such judgement.

///

8. **DISCHARGE & WITHDRAWAL:** Client may discharge Attorney at any time. Attorney may withdraw with Client's consent or for good cause. Good cause includes Client's breach of this Contract, Client's refusal to cooperate with Attorney or to follow Attorney's advice on a material matter, or any other fact or circumstance that would render Attorney's continuing representation unlawful or unethical.

9. **CONCLUSION OF SERVICES:** When Attorney's services conclude, all unpaid charges shall become immediately due and payable. After Attorney's services conclude, Attorney will, upon Client's request, deliver Client's file to Client, along with any Client funds or property in Attorney's possession.

10. **DISCLAIMER OF GUARANTEE:** Nothing in this Contract and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of Client's matter. Attorney makes no such promises or guarantees. Attorney's comments about the outcome of Client's matter are expressions of opinion only.

11. **EFFECTIVE DATE:** This Contract will take effect when Client has performed the conditions stated in paragraph 1, but its effective date will be retroactive to the date Attorney first provided services. The date at the beginning of this Contract is for reference only.

12. **INSURANCE COVERAGE:** Attorney maintains errors and omissions insurance coverage applicable to the services to be rendered.

DATED: 10/13, 2016

ATTORNEY:

LAW OFFICES OF GREGORY L. MYERS

By



GREGORY L. MYERS

DATED: _____, 2016

CLIENT:

CITY OF MADERA

ROBERT L. POYTHRESS
MAYOR, CITY OF MADERA

RECEIVED

By Sonia Alvarez at 1:35 pm, Oct 11, 2016

Council Meeting Date: October 19, 2016

Agenda Item No. D-1

Return to Agenda



MADERA COUNTY PUBLIC HEALTH DEPARTMENT



Public Health
Prevent. Promote. Protect.

Madera County Public Health Department
Community Health Programs

VAN DO-REYNOSO, MPH
Public Health Director

THOMAS COLE, MD
Health Officer

To: Madera City Council

From: Madera County Public Health Department, Tobacco Control Program

Date: October 11, 2016

Subject: Communities of Excellence in Tobacco Control

Every three years Tobacco Control Programs in California conduct a needs assessment called *Communities of Excellence (CX)*. CX is a community planning tool that is used to systematically assess the tobacco control-related needs and capacity of a community. It is used to set priorities, and develop a plan of action.

The CX assessment lays the groundwork for agencies such as the Madera County Public Health Department to create meaningful tobacco control plans by engaging local community members and groups.

As the Local Lead Agency for tobacco control efforts, we invite City Council participation at these meetings, with a two-meeting commitment. The first meeting would be for the actual assessment itself and the other would be a priority setting session. We are asking for three members of the City Council to participate in at least one of the assessments and to attend the priority setting session. It might be valuable to note that based on recent assessments, District 5 and District 6 were found to have the largest number of tobacco retailers in the City of Madera.

Attached is the flyer with the dates and times for both the assessment meetings and the priority setting session.

Thank you for your time and consideration in this matter. We appreciate your continued partnership in our efforts to create a healthier Madera for all residents.

Sincerely,

Madera County Public Health Department, Tobacco Control Program



COMMUNITIES OF EXCELLENCE IN TOBACCO CONTROL

Please join the Madera County Tobacco Control Program to complete our **Communities of Excellence (CX)** needs assessment. The CX is a community planning framework that assesses the tobacco control-related needs and capacity of a community, sets priorities, and then develops a plan of action for the Tobacco Control Program.

Assessment Phase

This phase includes assessing the community's needs, readiness, and strengths to implement potential tobacco-control strategies.

When: November 7, 2016

Where: Galloway Room, Madera County Library

Time: 5:30 to 8:30p

Refreshments will be provided

When: November 9, 2016

Where: North Training Room, First 5 Family Resource Center

Time: 9:00a – 12:00p

Lunch will be provided

Priority Setting Session

This phase includes determining which of the potential tobacco-control strategies will be included in the Tobacco Control Program's 2017-2021 work plans.

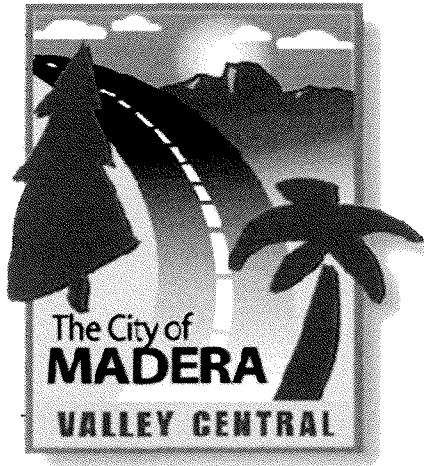
When: November 10, 2016

Where: Large Conference Room, Madera County Public Health Department

Time: 9:00-11:00a

Refreshments will be provided

Please *RSVP* to Mayra Miranda by October 31, 2016 at:
(559) 675-7893 ext. 515 or by email at: mayra.miranda@co.madera.ca.gov

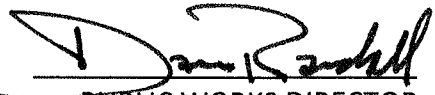


PUBLIC WORKS DEPARTMENT REPORT TO CITY COUNCIL

MEETING DATE: October 19, 2016

AGENDA ITEM NUMBER: E-1

Approved By:


PUBLIC WORKS DIRECTOR


CITY ADMINISTRATOR

SUBJECT:

Discussion and Consideration of Potential Consolidation of the Parkwood Water System with the City of Madera Water System; and

Authorization, by Minute Order, for the Mayor to Sign a Letter Directed to the State Water Resources Control Board (Water Board) Stating the City's Intent to Negotiate a Consolidation Agreement with the County of Madera and the Water Board addressing the Parkwood Consolidation Project; and

Direct the City Administrator to Work with Madera County and Water Board Representatives to Negotiate Terms of a Consolidation Agreement for Consideration by the City Council.

RECOMMENDATION:

After discussion and consideration of the potential consolidation project, Staff recommends Council authorize the Mayor to sign a letter to the Water Board identifying the City's intent to negotiate a consolidation agreement and direct staff to work with State and County representatives to negotiate acceptable terms for such an agreement.

SUMMARY:

The State has been pursuing and/or "encouraging" the consolidation of the Parkwood water system (Madera County Maintenance District No. 19) with the City's water system. City Staff has had a series of correspondences and meetings on this issue; the most recent being on August 22nd. The Water Board also held a public meeting on September 14th with the Parkwood residents. Absent a voluntary consolidation agreement between the City and County, the State Water Board may mandate consolidation under state law. After reviewing potential strategies and outcomes, Staff believes that entering into a voluntary agreement is a reasonable and appropriate action.

DISCUSSION:

The State has been advocating for the consolidation of the Parkwood water system with the City system for a number of years. The communications changed somewhat with the adoption of SB 88 in 2015, which now allows the State Water Board to *mandate* the consolidation of inadequate

water systems with adjacent water systems under a set of criteria. State officials have made it clear that they will pursue a mandatory consolidation of Parkwood if a voluntary agreement is not reached. Rather than contest a state ordered process, it is believed that the City's interests are best served by working in a cooperative fashion with the State and the County. This would include making sure that Parkwood system deficiencies are addressed in advance and structuring consolidation in such a manner that no adverse fiscal impact be transferred to City rate-payers. SB 88 actually requires State financial assistance in order to avoid adverse fiscal impacts.

The problems with water service in Parkwood have been previously documented and discussed in various settings. An infrastructure study jointly funded by the City and County last year demonstrated \$11.4 million in infrastructure deficiencies in that community, of which something in excess of \$2.8 million is related to the water system. Since that study was completed, a problem of manganese in their water has appeared at the Parkwood well site, requiring that they reduce the pumping capacity at their well and adding another potentially costly issue to the repairs needed for the water system. Parkwood has recently installed a 250,000 gallon above ground storage tank and is working towards a new well and other improvements identified in the recent infrastructure study. The City Council has previously provided Parkwood a temporary tie-in to City water during periods when their system was under emergency repairs, and the City has the ability to do so if emergencies arise again.

The consolidation process generally might look like the State beginning with funding a study of the Parkwood water system to specifically identify and plan for addressing system deficiencies (max of 18 months), including the preparation of improvement plans for the necessary work. This would then lead to additional State grants to implement system improvements (max of 36 months). Only after the actual improvements have been made would the City take over the system. After some preliminary discussion, uncertainty remained as to which party would be responsible for receiving funding and making the improvements. This uncertainty reflects the fact that there is a lot of complexity to this process and the City will want to take appropriate action to protect its interests. Realistically, the City taking over the Parkwood system might be five plus years out.

While we may not immediately want the Parkwood water system as part of our water system inventory, it is likely the City will annex Parkwood as a whole at some point in the future. If that is the case, our interests are best served by chipping away at the problems now with the County and the State being responsible for correcting deficiencies. In addition to confirming the City's intent to proceed with a voluntary consolidation agreement, Staff is requesting direction to negotiate with County and State representatives based on the guidelines identified below, unless the Council provides different direction.

1. Parkwood's water system will only be consolidated with the City's system, after all improvements to correct identified deficiencies have been made.
2. All improvements shall be made to meet or exceed City standards.
3. The Parkwood system shall be improved so as to not adversely affect water production capacity or water quality.
4. When the Parkwood customers are combined with the City's system, they will be charged the same rates as all other City rate payers.
5. Consolidation with the Parkwood system will not cause any existing or long term debt or liabilities to the City's Water Fund.

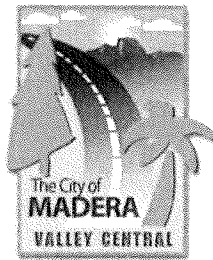
6. The City will own and have full and un-fettered access to all of the water utilities in Parkwood after consolidation occurs.
7. The State Water Board should be a party to the consolidation agreement.

FINANCIAL IMPACT:

Any expenses that could occur would be within the Water Fund. However, there are no anticipated financial impacts at this time. The premise of the consolidation project is that the State will be providing sufficient funds to mitigate the existing deficits in the Parkwood water system before the City would take it over. Hence, there should be no adverse financial or capacity impact to the existing City customers. After consolidation, Parkwood water customers would pay the same rates under the same rate schedule as do customers within the City limits. If any liabilities are identified in the future as negotiations and terms are solidified the Council will be advised.

MADERA VISION 2025:

The proposed action is consistent with the Madera Vision Plan Action Item 115.5 "Insure the physical and financial sustainability of the City's existing and expanding sewer and water infrastructure."



REPORT TO COUNCIL

COUNCIL MEETING OF October 19, 2016

AGENDA ITEM NUMBER E-2

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

APPROVED BY: David Tooley,
City Administrator

SUBJECT: REQUEST FOR DIRECTION REGARDING THE PREFERRED METHOD FOR PROVIDING LANDSCAPE MAINTENANCE SERVICES TO MEDIAN ISLANDS AND OTHER CITY FACILITIES

AND

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

RECOMMENDATION:

Staff requests direction from Council regarding the preferred method for providing landscape maintenance services to median islands and other City facilities. Should Council provide direction to continue to contract for these services, it is recommended Council adopt the Resolution awarding the Agreement for Landscape Maintenance Services for downtown, median islands and other City facilities in the amount of \$176,640 to Evergreen Lawn Care & Maintenance, Inc. In such case, Staff further recommends Council authorize the Mayor to execute the Agreement on behalf of the City.

SUMMARY:

At their Regular Meeting on September 7, 2016, Council considered an item (Item B-8) recommending approval of an Agreement with Evergreen Lawn Care and Maintenance Inc. The Agreement was to provide landscape maintenance services to the Downtown District, median islands and City facilities (such as City Hall, Public Works and the Police Department). Through the course of consideration, Council asked staff to further analyze the benefits of bringing the services represented in the proposed Agreement in-house under the management of the Parks & Community Services Department (PCS). Staff has analyzed the two different service delivery methods and is seeking Council direction.

DISCUSSION:

The City of Madera's PCS Department oversees the maintenance of several different facility types with a wide variety of service level needs. The maintenance for median islands as well as other City facilities has historically been outsourced. It has traditionally been found that these types of services can be provided by contractors at a price that is less than performing the services in-house.

Before the termination of the previous contract, PCS and Purchasing staff worked in concert to prepare a Request for Proposals (RFP) and solicit bids. The RFP was very detailed in outlining the City's expectations for the successful firm's service delivery. A bid review committee comprised of three PCS staff with the depth of experience and familiarity with landscaping operations and contracts was selected to score the bids. The committee analyzed the six proposals based on factors that are important criteria when selecting a landscaping contractor. The selection factors included: 1. experience, specifically experience with median islands as well as length of time in business; 2. approach to work - the proposing firms understanding of the City's requirements, personnel and equipment, as well as their readiness to start work; 3. responses to reference checks; and 4. pricing.

The bid review committee unanimously selected Evergreen Lawn Care & Maintenance, Inc. as the best choice among the six proposals. Evergreen demonstrated that they had the experience, appropriate personnel and equipment necessary to meet the City's service level expectations. Evergreen's listed references were all willing to discuss the firm's performance and were universally complimentary of the service they have received. While competitive, Evergreen was not the lowest bidder, but their proposal represented the most responsive and best proposal given the judging criteria. The recommended award is for a three-year Agreement (with two potential additional one-year extensions) in the amount of \$176,640.00 per year.

During the September 7, 2016 meeting, staff was directed by Council to further analyze the recommendation of the above referenced Agreement and bring the item back to Council for additional discussion. The purpose of the further analysis was to weigh the benefits of internalizing this maintenance work by using City forces managed by PCS rather than contracting with an outside vendor.

PCS Staff relied on the Finance team to provide current fully-burdened staff estimates as well as the Fleet Management Division to provide current vehicle, equipment acquisition charges, and ongoing maintenance fees. The cost analysis was reviewed and confirmed by the Purchasing, Finance, and Fleet Departments and is captured below in Figure 1. For a more detailed review, please see Exhibit 1 attached.

Figure 1		COST ANALYSIS				
Contracting Out Compared to Use of Internal City Forces						
	Year 1	Year 2	Year 3	Year 4	Year 5	Total
OUTSOURCING						
Evergreen	\$176,640	\$176,640	\$176,640	\$176,640	\$176,640	\$883,200
IN-HOUSE						
Salaries/Benefits	\$222,018	\$229,789*	\$237,831*	\$246,156*	\$254,771*	
Maintenance	\$31,500	\$40,330	\$38,973	\$41,628	\$40,297	
Capital Outlay	\$97,500				\$25,500	
In House Total	\$351,018	\$270,119*	\$276,804*	\$287,784*	\$320,568*	\$1,506,293*
*Years 2-5 provide an estimate; actual totals are contingent on figures that are unknown.						

CONTRACTING OUT

From a strictly financial perspective, it is typically more cost effective to outsource landscape in the public right of way where no recreation related activities and events are housed. This has historically been the case when the City has reviewed these services previously and the current financial comparisons in Figure 1 above show that this continues to be the case in this particular scenario. The annual cost of service provided by the vendor is lower, it is fixed and therefore more predictable.

Another advantage outsourcing has over internalizing services is the transfer of risk from the City to the Contractor. Median island work, or any work in the public right of way, can be dangerous and requires workers to follow specified traffic safety protocol. The threat of an accident or injury to staff is very real with this method of service delivery, and should be fully considered as part of the overall decision making process.

Assuming that the Contractor is capable, much less supervisory oversight is required than if the work were internalized. Managing a contract is a different process than recruiting, hiring, training, coaching, counseling, evaluating and managing staff. Contractors are required to provide the defined scope of work in a contract and must manage their resources so that the same level of service is provided at all times during the term of the contract. They must provide and maintain the equipment to get the job done. The City is not responsible for managing personnel's leave due to scheduled time off, illness, injury or other issues that can pull personnel away from a particular task or completely away from work. The City is not responsible for providing or maintaining the equipment required to complete the scope of work. Not only are there costs associated with procuring equipment, it takes time and monetary resources to maintain the equipment in good working order.

INTERNALIZING THE WORK

Keeping the work in-house often allows for a higher level of quality control. The City has had recent experience with such a transition and saw a fairly substantial improvement in service levels after bringing the Landscape Maintenance Zone (LMZ) Program in-house. Having employees working in median islands and other City facilities as part of the Parks team would

likely result in improved communication, accountability, and issues being addressed more quickly than can sometimes occur when work is contracted out. A larger number of employees in the Parks Division could also increase flexibility with scheduling and handling large special events or emergencies.

Employing Maderans and benefitting from keeping resources local is also a potential value of internalizing this work. It is difficult to quantify this as it is unknown how many of the new employees would reside in Madera and the impact their spending would have on overall tax revenues. Suffice it to say, however, that at a minimum, staff does see the potential for improved commitment to service and community pride.

Staff are confident of the reliability of the maintenance and operations costs estimates. The same level of confidence in the reliability of the staffing estimates over time does not exist, not because of inaccurate work product but because of costs that cannot be automatically defined/accounted for and are therefore based on estimates. While staffing costs in years two through three (or five) have been identified to the greatest degree possible with the information currently available, many factors on the horizon can and likely will further negatively impact the estimated annual costs for each year. Some of these unpredictable factors are increases to PERS, medical benefits, and the minimum wage. These are unpredictable and could fluctuate. One thing we do know is that they generally do not decrease.

Other important considerations regarding bringing services in-house:

1. The Adopted Budget for the current Fiscal Year represents a \$1,400,000 operating loss to the General Fund. While City staff believes they can lessen this operating loss, all information currently available demonstrates that the City will indeed experience an operating loss in the current fiscal year. Internalizing the median island work will further negatively impact this operating loss by adding additional expenses to the General Fund not currently captured in the adopted budget.
2. Once we hire full-time staff, we are obligated to bargain the effects of eliminating positions with employee groups should it be necessary to outsource this work at a later time. This means that if the City is put in a position where expenses to the General Fund must be reduced, returning to contracting out the work to save money is not necessarily an option without going through the labor negotiations process.

FINANCIAL IMPACT:

\$176,640 was allocated in the FY 16/17 Budget for landscape services in median islands and other City facilities. If Council elects to internalize these services into the Parks and Community Services Department rather than award the Agreement to Evergreen Lawn Care & Maintenance, Inc., there would be a need for an additional allocation of \$173,378 in FY 16/17. The cost increase over the potential life of the contact (5 years) is projected to be a minimum of \$623,092.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Strategy 126 - Clean, attractive streets: Expand or develop programs to create clean, safe and aesthetically pleasing streets.

EXHIBIT 1

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Salaries and Benefits	222,018.14	229,788.78	237,831.39	246,155.48	254,770.93
Salaries/Full-time	86,611.20	89,642.59	92,780.08	96,027.386	99,388.344
Salaries/Part-Time	42,806.40	44,304.62	45,855.286	47,460.221	49,121.329
Salaries/Overtime	-	-	-	-	-
Salaries - Leave Payout	-	-	-	-	-
Salaries -Auto and Expense Allowance	-	-	-	-	-
Salaries/Uniform Pay	499.20	516.67	534.756	553.472	572.843
Public Employees Reterement System	23,587.20	24,412.75	25,267.198	26,151.550	27,066.855
Long Term Disability Insurance	332.80	344.45	356.504	368.981	381.896
Life Insurance Premiums	83.20	86.11	89.126	92.245	95.474
Worker's Compensation Insurance	10,331.69	10,693.30	11,067.569	11,454.934	11,855.856
Medicare Tax - Employer's Share	1,925.73	1,993.13	2,062.889	2,135.090	2,209.818
Deferred Compensation Part-time	1,482.00	1,533.87	1,587.555	1,643.120	1,700.629
Deferred Compensation Full-time	3,660.80	3,788.93	3,921.540	4,058.794	4,200.852
Unemployment Insurance	2,275.52	2,355.16	2,437.594	2,522.910	2,611.212
Section 125 Benefit Allowance	48,422.40	50,117.18	51,871.285	53,686.780	55,565.818
Maintenance and Operations	31,500.00	40,330.00	38,972.60	41,628.05	40,296.61
Vehicle Fuel, Supplies & Maintenance	18,500.00	18,870.00	19,247.40	19,632.35	20,024.99
Irrigation Supplies	6,000.00	6,120.00	6,242.40	6,367.25	6,494.59
Other Maintanace Supplies					
Turf Supplies/Lawn Median Materials	7,000.00	7,140.00	7,282.80	7,428.46	7,577.03
Tool Replacement Costs		2000		2000	
Vehicle Replacement		6200	6200	6200	6200
Conference, Training, Education					
Capital Outlay	97,500.00				25,500.00
Vehicles	72,000.00				
Equipment	25,500.00				25,500.00
Total	351,018.14	270,118.78	276,803.99	287,783.54	320,567.54

Resolution No. 16- _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA 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

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 Downtown, Median Islands and 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; and

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 19th day of, October 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 November 15th, 2016 and ending on November 14th, 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)	Tozer 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

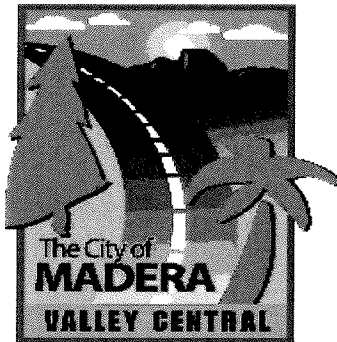
By Jill Jones
Title Account Manager

ATTEST:
Sonia Alvarez,
City Clerk

APPROVED AS TO FORM:
Brent Richardson
City Attorney

By: City Clerk

By: City Attorney



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

TABLE OF CONTENTS

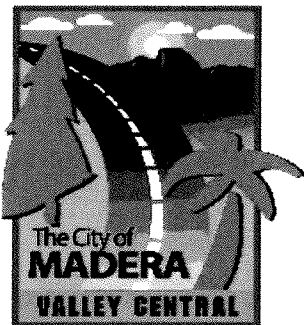
Subject	Page
I. INSTRUCTIONS AND CONDITIONS.....	3
ii. SCOPE OF WORK.....	7
A. General Information.....	7
B. General Requirements.....	8
C. Description of Work and Services.....	9
D. Description of Extra Work.....	12
E. Damage by Contractor.....	13
F. Inquiries and Complaints.....	13
G. Safety.....	14
H. Hours and Days of Maintenance Services.....	14
I. Maintenance Schedules.....	15
J. Contractor's Staff.....	15
K. Signs/Improvements.....	16
L. Utilities.....	16
M. Non-Interference.....	16
N. Use of Chemicals.....	17
O. Maintenance, Repairs and Replacements Due to Extraordinary Incidents.....	18
III. MAINTENANCE SPECIFICATIONS.....	18
A. Turf Care.....	18
B. Shrub, Ground Cover & Vine Care.....	21
C. Tree Care.....	23
D. Use of Chemicals (Pesticides) and Disease and pest Control.....	24
E. General Cleanup.....	25
F. Irrigation System Management.....	26
G. Maintenance & Repair of Drainage Systems and Miscellaneous Improvements.....	26
H. Maintenance Inspections.....	27
I. Graffiti Eradication & Control.....	27
J. Natural Areas Maintenance.....	28
K. Playgrounds.....	28
IV. PROPOSAL REQUIREMENTS AND CONDITIONS.....	29
A. Proposal Instructions.....	29
B. Notice to Proceed.....	29
C. Compensation.....	30
D. Prevailing Wage.....	30
V. SELECTION PROCEDURE.....	30
VI. FEE DETERMINATION.....	31
VII. LANDSCAPE MAINTENANCE CONTRACTOR'S INFORMATIONAL QUESTIONNAIRE.....	32
BID PROPOSAL AND AUTHORIZATION.....	34

- 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: _____

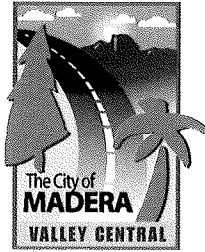
PRINTED NAME: _____

TITLE: _____

FIRM: _____ DATE: _____

PHONE# _____

REPORT TO THE CITY COUNCIL




COUNCIL MEETING OF:
October 19, 2016

AGENDA ITEM NUMBER:
E-3

Approved By:


COMMUNITY DEVELOPMENT DIRECTOR


CITY ADMINISTRATOR

SUBJECT: Consideration of a Request to Appoint Three Council Members to Serve on a City Council Ad Hoc Subcommittee to Negotiate the Terms of a Proposed Development Agreement for the Madera Travel Center Project.

RECOMMENDATION:

Staff recommends that three members of the City Council be appointed to an ad hoc subcommittee to represent the City Council in negotiating the terms of a proposed development agreement for the Madera Travel Center Project.

DISCUSSION:

The Madera Travel Center project was approved by the Planning Commission at its August 16, 2016 meeting. The developer subsequently requested that the City consider entering into a development agreement for the project as permitted by State law and City ordinance. The purpose of this development agreement would be to lock in development requirements for the project and to establish a reimbursement mechanism for a portion of the off-site infrastructure to be installed as the subject property develops.

A Council sub-committee is recommended to provide input and recommendations to the Council as a whole. Examples of potential terms under consideration might include the total amount of reimbursement due to the developer as well as funding sources and timeline for such reimbursement. The travel center site lies in close proximity to the proposed casino project on the west side of Freeway 99, and some of the improvements around the interchange overlap between these two projects. For this reason, there may be a benefit to utilizing the same subcommittee which is currently working on a proposed amendment to the casino memorandum of understanding. Staff recommends that the Council consider appointing this existing committee, comprised of council members Medellin, Holley and Rigby, to participate in the travel center development agreement negotiations.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The appointment of a subcommittee to negotiate a development agreement will facilitate development of the project, is consistent with City Vision Statements for a Well Planned City and Good Jobs and Economic Opportunities. Action 115.1, to encourage viable economic development, and Action 115.3, to develop a financial plan to provide appropriate infrastructure, are directly related.

FINANCIAL IMPACT:

There is no immediate financial impact associated with appointing a subcommittee. The outcome of negotiations will determine the actual financial impact, which could include significant long-term revenue generation as well as shorter term impacts related to infrastructure reimbursement costs.

RESOLUTION NO. _____

[Return to Agenda](#)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, COMMEMORATING THE NOVEMBER 1984 VIOLENCE IN INDIA
AS SIKH GENOCIDE**

WHEREAS, members of the Sikh community living and working in the City of Madera and surrounding areas make vital contributions to the well-being of our community; and

WHEREAS, the First Sikhs came to California from India's Punjab region in 1899 and the first Sikh Gurdwara (house of worship) in the United States was built and completed in Stockton as early as 1912 and is the oldest Sikh Worship & Culture Center in the United States; and

WHEREAS, Sikhism is the World's fifth largest religion with more than 26 million followers, founded by Guru Nanak (1469-1549) and based on the teachings of the 10 Sikh Gurus, the Guru Granth Sahib (Sikh Holy Scripture), and that all people have the right to follow their own path to God; and

WHEREAS, organized and systematic violence was carried out against the Sikh Population throughout India in the aftermath of the assassination of Indira Gandhi, India's prime minister, on October 31, 1984; and

WHEREAS, the violence against the Sikhs continued unabated for several days in more than 100 cities across India resulting in over 30,000 Sikhs killed, thousands of women raped, hundreds of Gurdwaras (Sikh Temples) burnt, and more than 300,000 Sikhs displaced; and

WHEREAS, in 2011, a mass grave of Sikhs was unearthed in the village of Hondh-Chillar, state of Haryana, which was followed by the discovery of other mass graves, ruined villages, burnt Gurdwaras and other traces of Sikh population annihilation during November 1984; and

WHEREAS, such heinous actions against the Sikh's were a clear violation of human rights and constituted genocide as defined under the laws of the United States and the 1948 United Nations Genocide Convention; and

WHEREAS, it is important that we acknowledge such history in order to declare such acts atrocious, voice our hope that those responsible are punished, and express appropriate sympathy so that history does not repeat itself.

**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 Madera City Council recognizes that the November 1984 violence against Sikh lives, properties, and places of worship throughout India was carried out with intent to destroy the Sikh community and constituted genocide.
3. The Madera City Council condemns any continuing human rights violations committed against the religious minorities in India.
4. The Madera City Council expresses its support for the local Sikh community as they remember the lives lost and those who came to the defense of Sikhs during the November 1984 violence.
5. This resolution is effective immediately upon adoption.

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