

# REGULAR MEETING OF THE MADERA CITY COUNCIL

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

## NOTICE AND AGENDA

Wednesday, December 16, 2015  
6:00 p.m.

Council Chambers  
City Hall

### CALL TO ORDER

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

INVOCATION: Pastor Javier Castro, Hosanna Worship Center

PLEDGE OF ALLEGIANCE:

PUBLIC COMMENT:

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

PRESENTATIONS Madera South High School Cross Country Team

### A. WORKSHOP

There are no items for this section.

### B. CONSENT CALENDAR

B-1 Minutes – 6/17/15

B-2 Information Only – Warrant Disbursement Report

- B-3 Consideration of a Resolution Approving the List of Projects for Federal Transportation Funding Under the Map-21 CMAQ Program – 2015 Cycle and Authorizing the City Engineer to Submit the Project Applications to the Madera County Transportation Commission

And

Consideration of a Resolution Supporting and Implementing AB 1012, Timely Use of Funding for CMAQ Projects (Report by Keith Helmuth)

- B-4 Consideration of a Resolution Amending the City of Madera Classification Plan and Setting the Rate of Compensation for Certain Classifications (Report by Wendy Silva)
- B-5 Consideration of a Resolution Approving Award of Agreement for Utility Billing Services to DataProse, LLC, and Authorizing the Mayor to Sign the Agreement on Behalf of the City (Report by Becky McCurdy)
- B-6 Consideration of a Resolution Approving Award of Agreement for Collection Services to CB Merchant Services, and Authorizing the Mayor to Sign the Agreement on Behalf of the City (Report by Becky McCurdy)
- B-7 Consideration of a Resolution to Update a Memorandum of Understanding (MOU) with the Madera County Transportation Commission (MCTC) to Ensure On-going Comprehensive and Coordinated Transit Planning and Programming of Federal Transit Funds (Report by Sonia Hall)
- B-8 Consideration of Minute Order Acceptance of the Construction of the Dual Left Turn Lanes, Schnoor Avenue and Cleveland Avenue Federal Project No CML 5157 (079) City Project No. St 11-04 (Report by Keith Helmuth)
- B-9 Consideration of a Resolution Approving Improvement Deferral Agreement and Authorization of Lien for Gill Valero Gas Station (Report by Keith Helmuth)
- B-10 Consideration of a Resolution Approving Improvement Deferral Agreement and Authorization of Lien for Future Investments, LTD (Report by Keith Helmuth)
- B-11 Consideration of Minute Order Approval of City Administrator Travel to SHOT Show, January 18 – January 22, 2016 (Report by David Tooley)
- B-12 Consideration of a Resolution Approving the Award of Contract for Fourth Street Medians Landscape & Irrigation Improvements Sunset Avenue to Lake Street City of Madera Project No. PK 15-02, in the Amount of \$279,169.45 to Clean Cut Landscape, Authorizing Construction Contingencies of Up to 10% and Construction Inspection and Management of Up to 10%, and Authorizing the Mayor to Execute the Contract on Behalf of the City

And

Consideration of a Resolution Approving Funding Amendments to the City of Madera Fiscal Year 2015/16 Capital Fund Budget for the Fourth Street Medians Landscape & Irrigation Improvements Sunset Avenue to Lake Street City of Madera Project No. PK 15-02, Appropriating Regional Surface Transportation Program and Water Conservation Program Funds for the Construction Contract, Contingencies and Construction Inspection/Management (Report by Keith Helmuth)

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

There are no items for this section.

**D. WRITTEN COMMUNICATIONS**

- D-1 Written Communication from the Community Action Response Team Network International, Inc. Requesting City Support for an Intake Facility for Homeless Veterans (Lynn Collins)
- D-2 Presentation by the Madera Youth Leaders on Environmental Projects (Mark Colley, Outreach Coordinator)
- D-3 Consideration of a Resolution Approving a Request from Madera County Clerk – Recorder and Registrar of Voters for Waiver of Rental Fees for City Facilities to be Used as Polling Places for the 2016 Presidential Primary and Presidential General Elections (Report by Mark Etheridge)

**E. ADMINISTRATIVE REPORTS**

- E-1 Weekly Water Conservation Reports (Report by Dave Randall)
- E-2 Update on the Status of the Formation of a Groundwater Sustainability Agency (GSA) for the Madera Groundwater Sub-basin and Direction to Staff Regarding the City's Preferred Structure for the Agency (Report by Dave Merchen)

**F. COUNCIL REPORTS**

**G. CLOSED SESSION**

- G-1 Closed Session Announcement – City Attorney
- G-2 Conference with Legal Counsel – EXISTING LITIGATION. Subdivision (d)(1) of Government Code §54956.9  
  
Bank of New York Mellon v. City of Madera, MCV069729
- G-3 CONFERENCE WITH LABOR NEGOTIATORS - Pursuant to California Government Code Section 54957.6  
  
Agency Designated Representatives: David Tooley and Wendy Silva  
Employee Organizations: General Bargaining Unit
- G-4 Closed Session Report – City Attorney

**ADJOURNMENT** – Next regular meeting January 6, 2016

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*Any writing related to an agenda item for the open session of this meeting distributed to the City Council less than 72 hours before this meeting is available for inspection at the City of Madera Office of the City Clerk, 205 W. 4<sup>th</sup> Street, Madera, California 93637 during normal business hours.*

*The meeting room is accessible to the physically disabled, and the services of a translator can be made available. Request for additional accommodations for the disabled, signers, assistive listening devices, or translators needed to assist participation in this public meeting should be made at least seventy two (72) hours prior to the meeting. Please call the Human Resources Office at (559) 661-5401. Those who are hearing impaired may call 711 or 1-800-735-2929 for TTY Relay Service.*

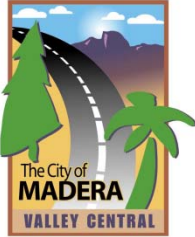
*Para asistencia en Español sobre este aviso, por favor llame al (559) 661-5405.*

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I, Sonia Alvarez, City Clerk for the City of Madera, declare under penalty of perjury that I posted the above agenda for the regular meeting of the Madera City Council for December 16, 2015, near the front entrances of City Hall at 3:00 p.m. on December 11, 2015.

  
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Sonia Alvarez, City Clerk





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

**June 17, 2015  
6:00 p.m.**

**Council Chambers  
City Hall**

**CALL TO ORDER**

The regular meeting for 6/17/15 was called to order by Mayor Pro Tem Oliver at 6:00 p.m.

**ROLL CALL:**

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

**Absent:** Mayor Robert L. Poythress

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

**INVOCATION:** Pastor Randy Brannon, Grace Community Church

**PLEDGE OF ALLEGIANCE:** Mayor Pro Tem Oliver 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.

Moses Ibarra, residing in Reedley, California, stated he is a retired vegetable farmer, math teacher and also a Vietnam veteran. He is here on behalf of the Dinuba Vietnam Memorial Wall. He advised that a lot of cities had the opportunity to have the wall in their particular city. When it came to them they had the chance and they took it and they are running with it. He commented that on April 19, 2015 they brought the wall to the Dinuba Memorial Hall. It is set up right now in a temporary position. He stated that in a year's time they will have it mounted on an elliptical or an oval shape configuration. Mr. Ibarra distributed some information to the Council. He stated this is an ongoing thing. He commented that the wall is costing them

\$177,000. So far they have reached \$45,000. They are continuing to ask for donations. They have a whole bunch of different ways of coming up with the money. Mr. Ibarra stated that the Vietnam Wall is a unique memorial in such that everybody that had perished or died in combat has their name inscribed on the wall. He advised that is over 58,300 individuals and it is the only memorial that does that. He stated that it is really sad when they take a look at the wall and they see so many names on there. A lot of times if there were something else that could have been done, it should have been done. He stated that politicians, to him, they are the ones that start the wars and if they have a chance to view the names or just to go ahead and see the wall and then see all the names on it they will probably think twice before starting another conflict. He wanted to make it short and brief. He introduced Frank Nunez who will speak on one of their donations.

Frank Nunez stated he is also a Vietnam Veteran. When he was a young buck he volunteered. He thought he was going to go out and fight and win the war but he forgot one thing, they shoot back tremendously. He stated that along with Moses here, on Flag Day they had the opportunity of adding 70 more members of the remains that were found. They were able to put them back on the wall. He commented that there are still people out there. He added that in going around and talking to people, some people may think it is a Dinuba thing, it is a Tulare kind of thing; it is a Veteran thing. He stated that it is not just the Dinuba group of people that died. There are people here from Madera and in fact, Moses has statistics of how many members were killed in Vietnam during that timeframe. He stated that one of the functions they just had, Flag Day, they had a number of people coming in and they accepted donations. He advised that one of the fundraisers that they are working on right now is they are making a walkway from the building to the wall itself and it is a brick. He referred to one particular brick which states in loving memory. He advised that they can put whatever they want to do for \$125. Mr. Nunez stated if anyone is interested, he has a worksheet and he can leave it with the City Council. He added that if they have any questions his number is on there. They would like to come back and give the Council a status report on how they are doing.

Mayor Pro Tem Oliver thanked Mr. Ibarra and Mr. Nunez for their service and for traveling all this way to share that information.

Mike Fuller, residing in Madera, California, stated he is here to give them a brief update on an issue that he spoke about at their last meeting in regards to his efforts to do what he can to improve the security and other conditions in his neighborhood. He advised that he lives right across the street from the new courthouse. When he spoke at their last meeting, Steve Montes who is here tonight was here then, and he got right on it and he set up a meeting between himself, Mr. Fuller, Jim Taubert and Andrew Martinez from Code Enforcement. Mr. Fuller stated he was really happy to find out that they have already been working in his neighborhood particularly targeting some vacant apartment buildings which any vacant building really creates big problems for them. He added that they are doing some other work in the neighborhood as well. He noted that Mr. Taubert also suggested that he do what has been done in other neighborhoods to organize a community meeting particularly based on finding out what his neighbor's issues are, if they are the same as his or others, and then get people from the City and the County Departments that are responsible for those issue areas and then try to focus some effort in that neighborhood for a period of time and hopefully improve the situation a little bit and then they move on to the next neighborhood. He thinks it is a good start. He stated, to be honest, crime, poverty, homelessness and world peace, they are pretty tough nuts to crack but he thinks this is a really good first step. He advised that he spoke to the County the other day and Eric Fleming, their CAO, and Darin McCandless his deputy, they have been very helpful also which is really important because he is surrounded by County property and they own several vacant buildings in his neighborhood. He noted that they have been really great to work with as well and they are eager to participate. When he updated the Board of Supervisors the other day, Supervisor Farinelli suggested that neighborhood watch is really a great approach. He thinks there is some potential for that but he thinks there are going to be some other things that they can do to further things along but he doesn't know what they are. What he is going to do is draft a questionnaire or a survey, noting that he is just getting ready to leave for six weeks so he probably won't begin this effort until the middle of August, but before he goes he will get a draft to Jim Taubert and get some feedback from him and then he will circulate the survey amongst his neighbors and get a better sense of what their concerns are and hopefully through this initial effort they will build at least the beginnings of a map of how they can begin to work on what probably is

going to be a long term problem. He stated that is where they are right now. He just wanted to give them an update and hopefully he will come back to City staff with a written report probably sometime in early September, set up a meeting date, and then go from there. He offered to answer any questions. He stated his appreciation of how responsive both the City and County have been so far.

Mayor Pro Tem Oliver thanked Mr. Fuller for the update.

Thomas Greci stated he is the General Manager for Madera Irrigation District (District) and he is here for a couple of reasons. One is just to introduce himself to the Council and also introduce the District to the Council. He has been with the District for about four years; three years now, working on his fourth water season. Every year he keeps saying it can't get any worse and it has but they are doing a lot at the District and he wants to start sharing that with the City. He stated there are a number of reasons for that. He advised that the District's mission is to obtain and manage affordable surface water and groundwater supplies in a manner which will ensure long term viability of irrigated agriculture in the District. He commented that they cover about 130,000 acres. He noted it is a pretty large district. He stated that 9,400 of those acres are actually in the City of Madera so the majority of the City of Madera is actually within Madera Irrigation District and that is important to consider. They have about 300 miles of pipelines, 300 miles of canals and 150 miles of large diameter pipelines with a lot of those pipelines running right through the City of Madera as they are very well aware and they are constantly working with the City Engineering Department on managing that system including the conveyance of some of the City's stormwater system. He advised that their water supplies include pre-1914 water rights off of Merced River, the San Joaquin River and the Fresno River and these are dated back to the mid-1800's actually originating with the development of the flume to float lumber to the City of Madera which is where their City originated. They still realize those rights today. They also have contracts with the Bureau of Reclamation off of the San Joaquin River, Friant Dam, and Millerton Lake for a Class I supply of 85,000 acre feet and Class II supply of 186,000 acre feet along with a contract on Hensley Lake or Hidden Dam. He added that for the full yield of that project they pay for about 24,000 acre feet but that is a 90,000 acre foot storage facility. He stated they have very good water rights and those are directly to the City's water supply. He advised that every acre foot of water that they deliver to their growers shuts off a well and that water stays in the ground in the aquifer which is then utilized by the City for their supply. He commented that their success and the amount of water they deliver directly impacts the City's supplies and the City is the heart of their District. He noted that by shutting off those wells in the peak irrigation demand of the summer months when they typically run, they preserve that water for future years and for the City's supply. He stated it is important that they work together and they do. They are involved in a number of groups including the Regional Water Management group, which also includes the City, Groundwater Management Planning which they recently completed and also included the City of Madera, the CASGEM group. He added that recently they formed the JPA which is the organization kind of ahead of the groundwater legislation. They formed that to work together to get around the table and start cooperating which the City is also a member of. Now they are working along with the City to form a GSA to manage groundwater in their area and they will be hearing a lot of that in the near future. As they can see they already have great working relationships and they have strengthened those over the last couple of years with the City. He thinks there are a lot of good programs that will be coming, ways that they can cooperate to make sure that they secure their water supplies. Mr. Greci stated he is here tonight because they are going to talk about water conservation. Because of the serious drought conditions that they are dealing with over the last two years, the first years ever in the history of the Central Valley Project, they received zero water supply allocations. That has never occurred before and that is due to environmental regulations and pumping restrictions in the Delta. They never had to deal with Delta issues before and now they are in that game just like the west side. He stated it is a whole new world. They have the groundwater legislation coming to play so they will be seeing a lot of him in the near future and he thinks the relationship they are building with the City and the District is an important one and he looks forward to continuing to grow that. Mr. Greci state he will stick around for the conservation item and if the Council has any questions he will be happy to answer those. He looks forward to coming back any time staff or Council feels they want a full presentation on the District and what they are doing or updates on any specific program, he is happy to do that and he looks forward to it. He encourages them to invite him back to do that.

Mayor Pro Tem Oliver stated they definitely will and thanked Mr. Greci for their partnership.

Mayor Pro Tem Oliver asked if anyone else wishes to address Council at this time.

Bill Jones, residing in Madera, California, stated he has a question of public concern and it really bothers him and that is the septic tank south of Lowe's on Dutra and Schnoor. He stated that entire collecting pond has a thick coating of green on it. He doesn't know how many mosquitos are there and what kind of a health problem this adds to the City of Madera. He would like to have somebody look into it and if necessary drain the thing. He added that he too is a former Vietnam Veteran, 29 months, 1,000 combat missions, shot down five times but God said you are not dying today, you've got to come to the City Council.

Mayor Pro Tem Oliver thanked Mr. Jones for his service. He asked Mr. Jones to leave his contact information with staff and they will have the Public Works Director reach out to him to set up a one on one meeting.

Mayor Pro Tem Oliver asked if any other members of the public wish to speak during public comment. No other requests were made.

## **PRESENTATIONS**

### **1. Recognition of Rotary for the Pavilion Rehab**

Mayor Pro Tem Oliver invited Mary Anne Seay from Parks and Community Services to join him at the podium to provide an update and overview of a recent Rotary Pavilion Park Project. He stated that afterwards he would like to invite some representatives of Rotary to join them at the podium as well.

Mary Anne Seay, Director of Parks and Community Services, stated that in 2011 and 2012, the City wrote successful CDBG grants for pavilion replacements in Pan Am Park and Rotary Park. They were successful for a portion of that. What they did not get was about \$180,000 for tearing down and replacing of the pavilion at Rotary Park on Gateway, the southerly most pavilion. They reached out to their brothers and sisters in the Rotary Club and as always they came to save the day. She stated that the Madera Noon and Sunrise Rotary Clubs put down their clubs and expressed a desire to work together jointly with the City to rehabilitate that picnic pavilion. Ms. Seay advised that a couple of months ago staff came to the Council and talked about the success that they had with the Madera Sunrise Rotary Club constructing the new restroom out there. She commented that in much the same way much of this work was done with resources either sweat equity or actual dollars from Madera Rotary Clubs. Each of them wrote some grants and then also dipped into their own coffers for a little bit more than \$6,100 toward the materials for the project. She added that there were several volunteer days where they came out. She noted that the most recent was Saturday. She thinks it was 195 degrees on that day but they still had a nice turnout. She stated that she doesn't see what the big deal was, what the problem was, it looks fine to her as she displayed a before picture of the structure before any rehabilitation took place. They can see why their partners would agree to help them. She displayed another slide showing another angle where they can see how the wood is rotting on the fascia and the trim. They can see that it is not just the fascia but it is actually in the roof under the tile. That gives them an idea of where they are headed. Ms. Seay displayed a photo of the roof. She noted that they actually had a picture with somebody working on top of the roof. The view was on the roof and they could see through the roof down to the picnic tables so it was quite a lot of damage up there. Ms. Seay displayed another photo noting that it is after all the construction but before the last slick layer of paint and a final photo of the completed project.

Ms. Seay stated that normally during presentations like this they don't take the time to show photos but they thought because of how far they came it is something to celebrate. She commented that the partnership the City has with service clubs and specifically both Rotary Clubs is so important to their everyday operations. They help so much with volunteer hours when needed whether it is on the program side or infrastructure side and they just really appreciate their partnership. She noted that Mayor Pro Tem Oliver is going to speak a little bit more about that. Ms. Seay displayed a photo of the finished project with

the Rotary Seal. She noted that gives them a little bit of an idea of the size and scope of that pavilion. She is sure most of them have been there. She added that one of the things they liked about not tearing this down and replacing it with one of the steel structures as they did on the other side of the park is that in addition to not having to spend \$180,000 plus, there is a little bit of lure in this facility; a lot of baptisms, quinceañeras, parties, and birthday parties. They get a lot of stories from Maderans about events that have happened there. They are really pleased and encourage them to go by and take a look at the fine work that has been done.

Ms. Seay stated they want to give a very specific thank you to the Madera Rotary Clubs, both Sunrise and Noon, for their donations of time and money; Madera Roofing for roofing; S & J Lumber for reduced rates for lumber and construction materials; and they really want to thank the City Building Department and Public Works for their support; and her colleague John Scarborough, present this evening, who really worked hard with Mr. Velasquez and Mr. Palacios from the Parks Department. They are really, really pleased to bring this project to the Council today. Ms. Seay displayed more photos. She noted that the facility is available for rentals. She offered to answer any questions.

Mayor Pro Tem Oliver invited Rotary representatives to join him at the podium. He noted, for full disclosure, that he is a proud Sunrise Rotarian so as pleased as they are to see this project come to fruition, they are also impressed to see that both clubs are able to set aside their Rotarian rivalry and come together at a service of the greater good. He stated, in all honesty, that if it wasn't for organizations like Rotary, especially in their community, projects like this just would not get off the ground. Mayor Pro Tem Oliver added that he also has to credit staff in the Parks and Community Services Department and among other departments. They often have to look and be proactive and identify partners in their community who they know they can rely on, who will step up with them to leverage their time, energy and resource to meet their communities growing needs. He noted that they cannot say thank you enough. He stated that obviously the Rotarian Motto Service Above Self is an understatement for these two clubs. Their positive input is felt in their community and many, many corners throughout their world. He thanked them for their service, for their continued partnership. He added that the Parks and Community Services organization would be a shell organization if it wasn't for clubs like theirs that really help serve as another arm to their great City.

Mayor Pro Tem Oliver invited Gordon Kennedy and Diana Barden to the podium.

Gordon Kennedy stated he is a Past President of the Madera Sunrise Rotary Club and also a Past District Governor for the District of about 53 or 54 clubs now. He advised that they are in the southern end of the district and it goes clear up to Galt on the north from the I-5 corridor, on the west of Los Banos to Tracy and up into the foothills Oakhurst, Yosemite, Mariposa, and Sonora. They have been fortunate enough to be able to get grant monies to help in their communities. He advised that this is a fairly new project that they have been able to do just in the last four or five years now and it will be continuing. They donate to the Rotary Foundation and each club gets back a certain amount of money according to the amount of money they donate and that can be used for match money in the communities where they live and work and that is how they did with this project. He noted that the two clubs put their match money together from the Rotary Foundation through their Rotary District and then they matched that so that is how they came up with the money to do the roofing. As has been said, a lot of the work was done by Rotarians, friends of Rotarians, and spouses of Rotarians. They have been very fortunate to be able to give back to the community some of the things that the community has given to them. He added that they will be doing more of those projects. He advised that they have one in the works right now for this year. For the year 2015/16 which starts first of July there will be another joint project for the two clubs to work with their library here to provide much needed books. He stated that if there are other projects in the community that the City knows of, they would be more than happy to talk to the City about those for the future. He stated that their projects will probably be in the \$6,000 to \$8,000 grant type projects but working with other people in the community and Madera Roofing was very good to work with them on this project and save a lot of money both for the City and for the Rotary Clubs to be able to reroof the pavilion. Mr. Kennedy stated that the two clubs have been working together on a number of other things in the community. They both raise funds in the community and a lot of them have been to functions that they both put on and they appreciate that because a lot of that money is put right back into the community. He added that is how they get their



grant money too. Mr. Kennedy thanked the City Council for doing some things for them such as for permits and so on that they are able to do short form on them to be able to do projects like this. They have done others in the sports complex and will continue to do other projects there too.

Diana Barden stated she is Past President of the Madera Rotary Club that meets at noon. She wants to say that they have a vested interest particularly in this large pavilion because in the early 1980's it was members of their club that built it. They hated to see it come down. They are anxious to get out there and do the repairs to make it last another 15-20 years for their City. She added that she particularly wants to thank John Scarborough and the crew that works for him because they were with the club from the very beginning working with them side by side on all the work that they did, all the planning that they did, and it really has been a wonderful relationship that they have with the Parks Department. Ms. Barden thanked them all very much.

Mayor Pro Tem Oliver stated he was informed he would get a fine for not wearing his Rotary t-shirt.

## **2. CMAQ Check Presentation for New Street Sweeper**

Mayor Pro Tem Oliver invited Jason Rogers from the Public Works Department to give a presentation on CMAQ.

Jason Rogers, Administrative Analyst for Public Works, stated they are presenting a check tonight for \$204,000 for reimbursement of a street sweeper that they recently purchased. They were able to get funding through the federal CMAQ (Congestion Mitigation Air Quality) program that they give to the states to fund air quality improvement projects. He stated that they were able to submit an application several years ago for reimbursement for a street sweeper. Once they were able to jump through several hoops with Caltrans and DOT (Department of Transportation), they were able to recently purchase this vehicle and it is sitting over in the Public Works yard getting ready to go out. He noted that it will be going out five days a week, eight hours a day and should reduce fine particulate matter by about 127 lbs. a year making the area around here a little bit cleaner to breathe. Mr. Rogers presented the ceremonial check to Mayor Pro Tem Oliver.

## **3. Air District Grant Awards**

Mayor Pro Tem Oliver invited Tim Przybyla from the Finance Department to give the presentation on the San Joaquin Air District Remove Grant Award.

Tim Przybyla, Director of Financial Services, stated he is aware of the CNG Vehicle Training that was paid for out of part of this amount. He asked Mr. Abdella to share what the remaining portion was for.

Daniel Abdella, Grants Administrator, stated the grant covers the Signal Light Project on 4<sup>th</sup> Street and the other \$100,000 is for the purchase of five new CNG vehicles.

Mr. Przybyla stated he was assuming it was the other grant for the training. He commented that they have \$100,000 where they will be able to apply \$20,000 per CNG vehicle which is very nice. They have been waiting over a year to receive that funding and the street signal lights also courtesy of the Air Pollution Control District. Mr. Przybyla stated he is happy to receive those funds. He added that the Fleet Services Manager Randy Collin is on vacation so he is not here to receive for the Fleet Department but they are looking at purchasing five brand new compressed natural gas vehicles here shortly. Mr. Przybyla presented the ceremonial check to Mayor Pro Tem Oliver.

Mayor Pro Tem Oliver stated that in order to make these opportunities possible staff puts in a lot of time, a lot of hard work to see that gets done. He added that they have a great representative on the Air Control District Board with Council Member Bompreszi so her service is always appreciated and thanked her.

**A. WORKSHOP**

There are no items for this section.

**B. CONSENT CALENDAR**

- B-1 Minutes – There are no minutes for consideration.
- B-2 Information Only – Warrant Disbursement Report 5/22/15-6/4/15
- B-3 Consideration of a Resolution Approving an Agreement with Madera County to Provide Dial-A-Ride Transit Services to County Residents for Fiscal Year 2015-16 and Authorizing the Mayor to Execute the Agreement on Behalf of the City (Report by Daniel Abdella)
- B-4 Consideration of a Resolution of the City Council of the City of Madera, Authorizing City Designee(s) to Make Application for and to Sign Appropriate Documentation for Federal Transit Administration (FTA) Programs, Projects, and Grants (Report by Daniel Abdella)
- B-5 Consideration of a Resolution Recognizing the San Joaquin River Valley as a Travel and Tourism Destination to Promote Economic Development Opportunities for the City of Madera and the San Joaquin River Valley Region (Report by Sonia Alvarez)
- B-6 Consideration of a Resolution Approving an Agreement with Bedrock Engineering for Professional Surveying and Engineering Services to the City of Madera for the Olive Avenue Widening, Gateway Drive to Knox Street Project (Report by Keith Helmuth)
- B-7 Consideration of a Resolution Consenting to the Inclusion of Properties within the City's Jurisdiction in the California HERO Program to Finance Distributed Generation Renewable Energy Sources, Energy and Water Efficiency Improvements and Electric Vehicle Charging Infrastructure and Approving an Amendment to a Certain Joint Powers Agreement Related Thereto (Report by Daniel Abdella)
- B-8 Consideration of a Resolution Approving an Agreement with Central Cal Communications for Products and Services to re-cable Madera City Hall and Engineering Building Data Infrastructure and Authorizing the Mayor to Execute the Agreement (Report by Ted Uyesaka)
- B-9 Consideration of a Resolution Approving an Agreement with Info-Tech Research Group Inc. for Research and/or Consulting Services to Assist the City of Madera Information Services Department with Project and Product Research, Creation of Policies and Procedures, and other Various Technology Consulting Services and Authorizing the Mayor to Execute the Agreement (Report by Ted Uyesaka)
- B-10 Consideration of a Resolution Setting the Monthly Health Benefit Allowance for the City Council of the City of Madera (Report by Wendy Silva)
- B-11 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-12 Consideration of a Resolution Approving the Award of Contract for the Gateway Drive-Cleveland Avenue Section 130 Intersection Improvements Federal Project No. STPLR-7500 (208) City Project No. ST 14-09 in the Amount of \$143,900.50 to A-C Electric Company, Authorizing Construction Contingencies of Up to 20% and Construction Inspection and Management of Up to 15%, and Authorizing the Mayor to Execute the Contract (Report by Keith Helmuth)
- B-13 Consideration of a Resolution Approving Amendment No. 1 to Service Contract No. 75LX232 between the State of California Department of Transportation and The City of Madera Under the Section 130 Grade Crossing Improvement Program for Improvements to the Cleveland Avenue Crossing and Authorizing the Mayor to Execute the Agreement on Behalf of the City (Report by Keith Helmuth)
- B-14 Consideration of a Resolution Approving an Agreement with Krazan & Associates, Inc. for Professional On-Demand Services for Quality Assurance and Materials Testing Services for Highway Safety Improvement Program (HSIP) at Various Locations Federal Project No. HISPL 5157 (084) / City Project No. TS-18 (Report by Keith Helmuth)
- B-15 Consideration of a Resolution Approving an Agreement with Kleinfelder West, Inc. for Professional On-Demand Services for Quality Assurance and Materials Testing Services for Gateway Drive – Cleveland Avenue Section 130 Intersection Improvements Federal Project No. STPLR-7500 (208) City Project No. ST 14-09 (Report by Keith Helmuth)
- B-16 Consideration of a Resolution Approving an Agreement with Moore Twining Associates, Inc. for Professional On-Demand Services for Quality Assurance and Materials Testing Services for Laurel Street Bike Path Sunset Avenue to Fresno River Trail Federal Project No. CML 5157 (097) SJVAPCD Project No. C-28159-A City Project No. PK-12 (Report by Keith Helmuth)
- B-17 Consideration of a Resolution Approving Request for Outside of City Water Service for Property Located at 27337 Ellis Street (Report by Keith Helmuth)
- B-18 Consideration of a Resolution Authorizing the City Administrator or Other Authorized Representative to: Execute all Implicated Documentation for Pre-Application and Application to the Federal Aviation Administration (FAA) for Airport Improvement Program (AIP) Grants for Federal Fiscal Years 2016 and 2017 for the Madera Municipal Airport (MAE) as Shown in the City's Capital Improvement Plan; Accept FAA AIP Grant(s) for FY 2016 and FY 2017 Projects at the Airport Including All Subsequent Amendments Thereto Offered by the FAA; and Apply for and Accept Grants and All Subsequent Amendments Thereto Offered by the California Department of Transportation Aeronautics Division for Matching Funds for FY 2016 and 2017 FAA-Approved Projects at the Madera Municipal Airport (Report by Dave Randall)
- B-19 Consideration of a Resolution of the City Council of the City of Madera, California, Ratifying and Approving a New Schedule "A" Agreement with the California Department of Forestry and Fire Protection (CAL FIRE) from July 1, 2014 to June 30, 2016 for Fire Service Operations, and Authorizes the Mayor to Sign the Agreement on behalf of the City of Madera (Report by Jim Forga)
- B-20 Consideration of a Minute Order Acceptance of the Installation of Water Meter in Private Residential Subdivisions City Project No. W 14-01 (Report by Keith Helmuth)

- B-21 Consideration of a Resolution Approving a Special Services Agreement with Sonia Hall of Granted Solutions for Consulting Services Related to Grant Administration for the City of Madera (Report by Tim Przybyla)
- B-22 Consideration of a Resolution Approving an Administrative Policy Regarding Compliance with Continuing Disclosure Requirements (Report by Brent Richardson)
- B-23 Consideration of a Resolution Approving a Special Services Agreement with Urban Futures Inc. for Continuing Disclosure Services Related to City of Madera Bonds (Report by Tim Przybyla)
- B-24 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-25 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-26 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-27 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-28 Consideration of a Resolution Accepting a Grant Award from the San Joaquin Valley Air Pollution Control District Public Benefit Program Alt-Fuel Component and Authorizing the City Administrator, or designee, to Execute All Required Grant Documents (Report by Daniel Abdella)

Mayor Pro Tem Oliver announced that staff has requested item B-27 pulled from the consent calendar and no action will be taken at this time.

Mayor Pro Tem Oliver asked if members of the Council would like to pull any items from the consent calendar for further discussion.

Council Member Rigby requested item B-7 pulled for further discussion, the HERO program, as well as B-17 noting that he has a couple of questions.

Mayor Pro Tem Oliver asked if there are any other items. No others were pulled and Mayor Pro Tem Oliver announced that he would entertain a motion for the approval of the consent items except for item B-7 and B-17 and B-27.

**ON MOTION BY COUNCIL MEMBER HOLLEY, AND SECONDED BY COUNCIL MEMBER ROBINSON, THE CONSENT CALENDAR, WITH THE EXCEPTION OF ITEMS B-7, B-17, AND B-27 WAS ADOPTED UNANIMOUSLY BY A VOTE OF 6-0. ABSENT: MAYOR POYTHRESS.**

**RES. NO. 15-108      A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING THE ONE YEAR FY 2015-16 AGREEMENT WITH THE COUNTY OF MADERA FOR DIAL-A-RIDE SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY**

- RES. NO. 15-109** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AUTHORIZING CITY DESIGNEE(S) TO MAKE APPLICATION FOR AND TO SIGN APPROPRIATE DOCUMENTATION FOR FEDERAL TRANSIT ADMINISTRATION (FTA) PROGRAMS, PROJECTS OR GRANTS
- RES. NO. 15-110** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA RECOGNIZING THE SAN JOAQUIN RIVER VALLEY AS A TRAVEL AND TOURISM DESTINATION TO PROMOTE ECONOMIC DEVELOPMENT OPPORTUNITIES FOR THE CITY OF MADERA AND THE SAN JOAQUIN RIVER VALLEY REGION
- RES. NO. 15-111** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING AN AGREEMENT WITH BEDROCK ENGINEERING FOR PROFESSIONAL SURVEYING AND ENGINEERING SERVICES TO THE CITY OF MADERA FOR THE OLIVE AVENUE WIDENING, GATEWAY DRIVE TO KNOX STREET PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT
- RES. NO. 15-112** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING AN AGREEMENT WITH CENTRAL CAL COMMUNICATIONS FOR PRODUCTS AND SERVICES TO RE-CABLE MADERA CITY HALL AND ENGINEERING BUILDING DATA INFRASTRUCTURE, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT
- RES. NO. 15-113** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING AN AGREEMENT WITH INFO-TECH RESEARCH GROUP INC. FOR RESEARCH AND/OR CONSULTING SERVICES TO ASSIST THE CITY OF MADERA INFORMATION SERVICES DEPARTMENT WITH PROJECT AND PRODUCT RESEARCH, CREATION OF POLICIES AND PROCEDURES, AND OTHER VARIOUS TECHNOLOGY CONSULTING SERVICES, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT
- RES. NO. 15-114** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA SETTING THE MONTHLY HEALTH BENEFIT ALLOWANCE FOR THE CITY COUNCIL
- RES. NO. 15-115** 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. 15-116** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING THE AWARD OF CONTRACT FOR THE GATEWAY DRIVE-CLEVELAND AVENUE SECTION 130 INTERSECTION IMPROVEMENTS FEDERAL PROJECT NO. STPLR-7500 (208) CITY PROJECT NO. ST 14-09 IN THE AMOUNT OF \$143,900.50 TO A-C ELECTRIC COMPANY, AUTHORIZING CONSTRUCTION CONTINGENCIES OF UP TO 20% AND CONSTRUCTION INSPECTION AND MANAGEMENT OF UP TO 15%, AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT



- RES. NO. 15-117** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING SERVICE CONTRACT NO. 75LX232 AMENDMENT NO. 1 BETWEEN THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION AND THE CITY OF MADERA UNDER THE SECTION 130 GRADE CROSSING IMPROVEMENT PROGRAM FOR IMPROVEMENTS TO THE CLEVELAND AVENUE CROSSING AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY
- RES. NO. 15-118** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING AN AGREEMENT WITH KRAZAN & ASSOCIATES, INC., FOR PROFESSIONAL ON-DEMAND SERVICES FOR QUALITY ASSURANCE AND MATERIALS TESTING SERVICES FOR HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP) AT VARIOUS LOCATIONS FEDERAL PROJECT NO. HSIPL 5157 (084)/CITY PROJECT NO. TS-18
- RES. NO. 15-119** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING AN AGREEMENT WITH KLEINFELDER WEST, INC., FOR PROFESSIONAL ON-DEMAND SERVICES FOR QUALITY ASSURANCE AND MATERIALS TESTING SERVICES FOR GATEWAY DRIVE – CLEVELAND AVENUE SECTION 130 INTERSECTION IMPROVEMENTS FEDERAL PROJECT NO. STPLR-7500 (208) CITY PROJECT NO. ST 14-09
- RES. NO. 15-120** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING AN AGREEMENT WITH MOORE TWINING ASSOCIATES, INC., FOR PROFESSIONAL ON-DEMAND SERVICES FOR LAUREL STREET BIKE PATH SUNSET AVENUE TO FRESNO RIVER TRAIL FEDERAL PROJECT NO. CML 5157 (097) SJVAPCD PROJECT NO. C-28159-A CITY PROJECT NO. PK-12
- RES. NO. 15-121** RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AUTHORIZING THE CITY ADMINISTRATOR OR OTHER AUTHORIZED REPRESENTATIVE TO: EXECUTE ALL IMPLICATED DOCUMENTATION FOR PRE-APPLICATION AND APPLICATION TO THE FEDERAL AVIATION ADMINISTRATION (FAA) FOR AIRPORT IMPROVEMENT PROGRAM (AIP) GRANTS FOR FEDERAL FISCAL YEARS 2016 AND 2017 FOR THE MADERA MUNICIPAL AIRPORT (MAE) AS SHOWN IN THE CITY'S CAPITAL IMPROVEMENT PLAN; ACCEPT FAA AIP GRANT(S) FOR FY 2016 AND FY 2017 PROJECTS AT THE AIRPORT INCLUDING ALL SUBSEQUENT AMENDMENTS THERETO OFFERED BY THE FAA; AND APPLY FOR AND ACCEPT GRANTS AND ALL SUBSEQUENT AMENDMENTS THERETO OFFERED BY THE CALIFORNIA DEPARTMENT OF TRANSPORTATION AERONAUTICS DIVISION FOR MATCHING FUNDS FOR FY 2016 AND 2017 FAA-APPROVED PROJECTS AT THE MADERA MUNICIPAL AIRPORT
- RES. NO. 15-122** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA RATIFYING AND APPROVING A NEW SCHEDULE "A" AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION (CALFIRE) FROM JULY 1, 2014 TO JUNE 30, 2016 FOR FIRE SERVICE OPERATIONS, AND AUTHORIZES THE MAYOR TO SIGN THE AGREEMENT ON BEHALF OF THE CITY OF MADERA
- RES. NO. 15-123** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING A SPECIAL SERVICES AGREEMENT WITH SONIA HALL OF GRANTED SOLUTIONS FOR CONSULTING SERVICES RELATED TO GRANT

**ADMINISTRATION FOR THE CITY OF MADERA, AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE THE AGREEMENT**

- RES. NO. 15-124**      **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING AN ADMINISTRATIVE POLICY REGARDING COMPLIANCE WITH CONTINUING DISCLOSURE REQUIREMENTS**
- RES. NO. 15-125**      **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING AN AGREEMENT WITH URBAN FUTURES, INC. FOR CONTINUING DISCLOSURE SERVICES, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT**
- RES. NO. 15-126**      **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. 15-127**      **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. 15-128**      **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. 15-129**      **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA AUTHORIZING THE ACCEPTANCE OF A GRANT AWARD FROM THE SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT PUBLIC BENEFIT PROGRAM ALT-FUEL COMPONENT AND AUTHORIZING THE CITY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE ALL REQUIRED GRANT DOCUMENTS**

Mayor Pro Tem Oliver called item B-7 for discussion.

*B-7      Consideration of a Resolution Consenting to the Inclusion of Properties within the City's Jurisdiction in the California HERO Program to Finance Distributed Generation Renewable Energy Sources, Energy and Water Efficiency Improvements and Electric Vehicle Charging Infrastructure and Approving an Amendment to a Certain Joint Powers Agreement Related Thereto*

Council Member Rigby stated he would like a little more information as to what exactly the HERO program is; number one as to how their City will use it to help benefit its private citizens understanding that it is an energy renovation opportunity program. He noted that the nuts and bolts of it is pretty easy to understand but he is just sort of curious where the City fits in to the equation of it all.

Mayor Pro Tem Oliver responded that he is vaguely familiar with the program. He believes it has been in action for the last several years now and it provides average homeowners the opportunity to leverage their home equity rather than their personal credit to fund projects that save water and save energy. As they know, especially in light of recent discussions over the last several months, folks are looking for creative ways to look at home energy improvements and greater efficiencies. He added that this is something that many valley communities including Lemoore, Fresno, their friends at Madera County, City of Merced and

larger metropolitan cities like San Francisco and LA have adopted to afford that resource to its homeowners. Outside of that he doesn't know if Mr. Tooley or anyone else would like to chime in.

City Administrator David Tooley commented that it simply provides an additional financial tool for homeowners who want to make those kinds of improvements. He added that the more choices a homeowner has the better off they are generally going to be. If they are looking for a mechanics discussion that is going to be Mr. Abdella. Mr. Tooley stated he doesn't dabble in that part of the program.

Grant Administrator Daniel Abdella stated the mechanics are actually very simple. He commented that the City has little to no involvement. He noted that the item before the Council tonight would allow the City to join the joint powers authority that actually provides the funding, does the administration. What they do is they advance the funds to perform these enhancements and they recover their funding through the property tax payments. He restated that the City, like he said, has no real involvement. They do not administer or collect payments, nor do they extend the financing themselves.

Mr. Tooley stated, in summary fashion, it creates very little work for the City, it provides a tool for the homeowner, and it creates very little in terms of exposure for the City so it comes back to for goodness sakes, why not.

Mayor Pro Tem Oliver asked if there are any other questions regarding item B-7. No other questions were asked and Mayor Pro Tem Oliver announced he would entertain a motion for action.

**ON MOTION BY COUNCIL MEMBER BOMPREZZI, AND SECONDED BY COUNCIL MEMBER ROBINSON, ITEM B-7, RES. NO. 15-130, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 6-0. ABSENT: MAYOR POYTHRESS.**

**RES. NO. 15-130      A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA CONSENTING TO THE INCLUSION OF PROPERTIES WITHIN THE CITY'S JURISDICTION IN THE CALIFORNIA HERO PROGRAM TO FINANCE DISTRIBUTED GENERATION RENEWABLE ENERGY SOURCES, ENERGY AND WATER EFFICIENCY IMPROVEMENTS AND ELECTRIC VEHICLE CHARGING INFRASTRUCTURE AND APPROVING THE AMENDMENT TO A CERTAIN JOINT POWERS AGREEMENT RELATED THERETO**

Mayor Pro Tem Oliver called item B-17 for discussion.

*B-17    Consideration of a Resolution Approving Request for Outside of City Water Service for Property Located at 27337 Ellis Street*

Council Member Rigby asked if this was a county address.

City Engineer Keith Helmuth responded yes.

Council Member Rigby asked what exactly is the service the City is going to be providing. He asked if they are requesting to come on to the City's line.

Mr. Helmuth responded that they are allowing them to connect on to the line with approval of this. He explained that what happens when they request out of City service is they typically say they have trouble with their well whether it is difficulty with delivery or the well just plain failed. It is approved by the City and LAFCO also gives a head nod approval to it. He added that when they connect they pay for half of the cost of a portion of the water line adjacent to it and they pay impact fees. Then they sign on for service with the City through the Finance Department.

Council Member Rigby asked if this is a temporary request or is this something that is going to be permanent.

Mr. Helmuth responded that it will be permanent. He added that typically the City requires that they let go of their well; the well needs to be abandoned. He noted there are exceptions where they want to keep the well. If it is still producing in a minor fashion, they might want it for major landscaping. What they do is they look for an air gap in the system to completely separate the well out from the rest of the system and they put a back flow prevention device on it as well.

Council Member Rigby thanked Mr. Helmuth and added that he had never seen this before.

Mayor Pro Tem Oliver asked if there are any other questions. No other questions were asked and Mayor Pro Tem Oliver announced he would entertain a motion for action.

**ON MOTION BY COUNCIL MEMBER HOLLEY, AND SECONDED BY COUNCIL MEMBER RIGBY, ITEM B-17, RES. NO. 15-131, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 6-0. ABSENT: MAYOR POYTHRESS.**

**RES. NO. 15-131      A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING THE AGREEMENT WITH CHRISTINE BALBAS FOR OUTSIDE CITY WATER SERVICE FOR 27337 ELLIS STREET, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND COVENANT TO ANNEX TO THE CITY OF MADERA ON BEHALF OF THE CITY**

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

**C-1      Update on the Status of Water Conservation Efforts, Review of Current Drought Restriction Levels, Consideration of a Resolution Amending the Drought Restriction Level, and Direction to Staff Regarding Education and Enforcement Activities**

Mayor Pro Tem Oliver announced that Mr. Randall will give a report, then they will open it up for Council questions, and then they will open it up for the public to offer comment as well.

Public Works Operations Director Dave Randall stated he feels like he is preaching to the choir. He thinks they all are very astute and aware of this issue but they also know it is not a simple issue. He knows the Council is quite familiar with most of these provisions but they will run through them fairly quickly for the public.

Mr. Randall stated that as they all know, the Governor mandated reductions statewide, 25% of the residential consumption. He advised that gets spread to everybody differently. He noted that the state originally pointed to Madera and said 32%. He advised that is measured against the 2013 usage. Based on what they did in 2014, they had only conserved 8% and that would have left them another 24% to achieve. Mr. Randall stated they looked at the state's figures and figured that they missed a little bit. There was a little difference in population numbers and they had included the water that they were giving to Parkwood, about 50 million gallons. After they made those adjustments, the rate went down to 28% and it reflects a 9% achievement in reductions. He advised that still leaves them with 19% that they need to be able to achieve.

Mr. Randall commented that they might ask what other people have been tasked with. He displayed a quick map showing some of the surrounding areas. They range everywhere from 28%, Fresno, Sanger and Hanford in that range. They have Tulare are 32%, Kingsburg, Clovis, Merced all at 36%. They can see that everyone is sharing but they are doing a little more than 25%.

Mr. Randall walked them through a little bit of the time issues relative to this. He stated they are measuring everything from the year 2013. He noted that was about the year they started installing meters. At that

time they were also restricting watering to 3 days a week and then in January 2014 the Governor declared a state of emergency relative to the drought. At that time, in response to it, they went down to 2 days a week watering and they have been on that for quite a while until last May 20<sup>th</sup>, two Council meetings ago, and they adopted the 1 day per week standard. He stated that is in anticipation of the 28% mandate that they have to achieve. He noted that period of enforcement begins in June and runs through February 2016 so that last little block they see on the display is when they have to make the goals according to the state.

Mr. Randall restated that during 2014 they did 9%. In 2015, before they went to 1 day a week, they were doing 8.5% so a little bit different than the year before but as they said before, often a lot of these issues aren't just conservation issues, a lot of it has to do with weather. They most certainly saw that this last month of May. They did 26% but they weren't alone in that. He noted that valley cities all over the place were seeing great numbers. They were feeling like the drought is over but no, the difference between 2013 is that they had a half inch of rain they didn't have in 2013. They had much cooler temperatures and higher humidity so it was a natural consequence that these numbers would be artificially inflated.

Mr. Randall stated what they need to understand about how the state looks at this mandate, and they are very serious about it, and that is that they report those numbers monthly to them. For example, if in the month of June they make a 24% reduction so they miss their target by 4%. That doesn't mean that they are just going to say well you did real good, you are done, do better next time. He noted that they carry that balance forward so in the month of July now they are trying to do 32%. When they look at this, based upon the fact that they have different quantities that they use in different months, it doesn't make a lot of sense. The state hasn't really clarified a lot of their enforcement and implementation processes but generally this is what they are telling them is that it isn't a month to month issue, it is a cumulative issue over the entire 9 month period.

Mr. Randall commented on what they have done today in terms of moving this forward. They have put out an insert in the water billing newsletter telling people about the 1 day per week provision. They have sent out a frequently asked question (FAQ) publication to both their customers and every parcel in the City. The newspaper has had some articles with only one small misquote. They have put things on Facebook, the webpage has RFQ's and links to a lot of different resources and tips for water conservation and of course, their water conservation patrol is actively engaged. They may know that they have four individuals currently staffed for that effort. He stated it is a little difficult sometimes to keep it staffed. When they don't they backfill with people from other divisions. Mr. Randall addressed how it's working and stated it is not as well as they would like. Recently they took a look at 14 different customers, two from each of the districts. He stated that it most certainly isn't a statistically significant study but it did give them a good sense of what they saw. He noted that for an awful lot of the population there was a very erratic pattern of water use. In one case they saw a very regular water use but what is of note is of the 14 people they looked at, 10 of the people that were studied were watering more than 3 days per week already so compliance isn't really occurring even at the two days a week, nevertheless the 1 day a week but they are still a little bit early in terms of people understanding it but they do know that there is a lot of opportunity there to improve. He stated that overall, when they look at it, the opportunity really is for outdoor watering. He commented that in the two person household which had a very compliant pattern, 75% of the water still went towards outdoor watering. In a more common pattern, with a 5 person household, 53% of the water was still going to outdoor watering or landscaping.

Mr. Randall advised that their plan to continue public outreach includes a number of things. Obviously they are going to continue with their water billing inserts, another mailing with frequently asked questions both to all customers and parcels. They intend to do a door to door, door hangar on every address, every door in the City because sometimes it just doesn't get there via the mail. They will continue to ask for coverage in the newspaper both in the Tribune and in Spanish paper. They intend to put some ads on Spanish radio. Even in their local theatre, they hope to have them view a commercial before their next big summer blockbuster. Mr. Randall stated he won't be in it. They have some ads on Facebook noting they have to time those carefully. He has learned more about Facebook than he ever thought he would learn and Ms. Seay has been very helpful in teaching them a few things. They will be purchasing some pushes to try to get that circulation up. He added that the City webpage has a lot of information and they will try to make



that more functional. He noted that probably one of the more important tools they are excited about is the direct portal project which is a webpage where customers can go and look at their usage. They can look at how much water they have used this month. He stated it is very similar to their phone, how many minutes or how many megabytes of data they are using. The other really helpful portion of that program is because they get data reads every 15 minutes from the water meters, it tells them an awful lot of information. He advised that the system can analyze where there is a leak going on which is pretty easy to see when they look at the usage pattern; it is just a constant usage. It will tell them when they are watering on the wrong days. What it will do is that it has the ability to go ahead and then send a message to those individuals so staff isn't taking all the time trying to dial up 13,000 residents. He advised it can do that through a text, it can do it through email, it can do it through a phone, and it will do it in Spanish and in English. They have a pretty good communication tool. They are hoping to make some good use out of it.

Mr. Randall noted that everyone's question is what is the state going to do. What is the worry? What are they concerned about that the state might do to them? He stated again, this has been done in a very rapid fashion. He hates to say this but the state is usually slower than the City, but in this case they are really moving fast and it is hard to really get a clear read. What they are hearing from the state's webinar and their representatives, some of the things that they are clearly saying is that they are not going to spend very much time on warnings. There are going to be very few warnings to agencies that aren't compliant. They are saying that they can make specific mandates to specify particular conservation measures for those jurisdictions that aren't in compliance with their goals. They talk about issuing cease and desist orders. He isn't sure exactly how that works but it sounds scary. He commented that the last or probably ominous or popular issue that people concern themselves with is their ability to fine them up to \$10,000 a day. Mr. Randall noted that is sort of the stick they are worried about.

Mr. Randall stated the big question is how they get there. How do they conserve an additional 19%? He thinks everyone realizes there is no silver bullet. There is not one answer. There are not even two or three answers; it is a multifaceted approach. He stated they have to use a lot of education. They have to use enforcement. They have to use enticements; anything they can do to try to get there. He advised that there are really two types of timeframes which they also look at. He noted that this is different than most programs that they look at where they try to change public behavior overtime. He stated that it usually takes a lot of time to change public behavior but because they are in this crunch of time, it is right now, they have to look at programs sometimes that have more immediate results even though they may not be the most effective but they do still want to make sure that they have a sustainable community and practices that aren't going to be short-lived. They also have to look at the long term, what is convenient for them in the future. They would all love to see the rains this winter and think they are headed towards the end of the drought but they don't know. He just hopes they aren't going to be Australia.

Mr. Randall stated the thought tonight really was that there are two main provisions that were being considered. One is the current provision which is a 1 day a week watering restriction. He noted that it was sort of chosen because that was the next level in their drought process. It was a continuation. He added that in as much as they have been on 2 days for over a year and not being able to achieve significant numbers relative to what the state wants, it seemed that would be a quick way to make a hopefully significant change. He noted they have already started this so they have a little bit of four weeks of a beginning, and time is an issue when they are already in the first month of their compliance, it does do what most people want when they are in a really severe situation, and that is to keep the trees and bushes. They may remember when Parkwood was placed on no watering and the residents figured that they could come here and get the City to relieve the County's rules. They had to educate them a little bit, but their main concern was they wanted to not lose that investment in their trees and bushes. He noted that is the hope that they can do that. What they know from talking to experts in the field is that it depends. He commented that obviously those trees and vegetation that take a lot of water such as redwoods are more likely to be lost in this type of situation. He noted that the more hearty trees and more semi-drought resistant vegetation is more likely to survive but with 1 day a week, if people will take the time to water, use a drip system, get a good soak, they should be able to keep their trees. They may not be as vibrant as they would like but they should be able to survive the hot summer spell. Mr. Randall stated the other thing is, noting that this is a very apparent issue, it is one that they believe the state would feel that they are sincere and may

appease to see their action. He stated that obviously there are some downsides. It is likely that they are going to lose most of their lawns; very few lawns can survive on watering one day a week and there is a real consideration, he thinks most people recognize, that a lot of people will just overcompensate that they will put on maybe three times as much water to make up for only having 1 day as they would have if they had 2 days. He stated there is always going to be a percentage of that. If they have no numbers there is no way.

Mr. Randall commented on the 2 day a week scenario. He stated that basically it has some obvious options. Hopefully some people can keep their lawns at least in some state so they can come back a little more readily when water becomes more available. He noted that there is obviously less public outcry; a little more acceptance of that level of restriction. He added that depending, unless they change it, that also would put the carwashes back into play. He advised that the Council most certainly has the option to take that out of the mix but currently, as their ordinance is construed, is it is only at level C which is the 1 day a week scenario where carwashes for non-commercial uses, organizations, charity carwashes are restricted. He advised that this type of effort, if they aren't doing something regulatory is going to require a lot more change in public behavior and that only comes through education and enforcement. He noted it is the only tools they will have and that needs to be significant. Their concern about that is that typically takes time. He noted that even the most well-mannered people, it takes time to change habits and time is the thing that they are having the problem with the state mandates. He commented that the other potential is sort of what they described earlier is if that time takes them a while to get up to their goals well then they can build up a number of months where they are not meeting the goals and they have to play catch up to pay for those past failures to meet them. He advised that there is a lot of uncertain risk and it becomes a very difficult decision for the community and more specifically for the Council to look at.

Mr. Randall advised they have two options for the Council's decision. If they were to take the first option they really would keep the existing ordinance as it currently is and the resolution that enacted the level C. It doesn't require any action on the Council's part; everything is in place as is. Staff would continue with the planned education and public outreach which they described and they would continue with the current level of enforcement.

Mr. Randall advised that the second option that they would suggest if the Council is going to consider that is staff has provided the Council with a resolution that could change it to level B which is the 2 days a week provision. As mentioned, there are some provisions in there that the Council may want to consider changing such as the carwashes or potentially maybe some other assets as maybe the length of time they water on a day. If they do that then they need to bring back an urgency ordinance that makes that amendment. They can't do that with a resolution this evening.

Mr. Randall advised that the third thing that they would be asking to do is direct that the enforcement be escalated. He noted that they worked very heavily with education with a lot of encouragement and hand holding and very small amount of citations. They would really need to change that around. He stated that it is sort of the nature of the beast if they are going to do enforcement but they would want that direction from Council. They would not want to take that on their own behalf.

Mr. Randall stated that lastly they would ask that they fund some additional costs for some additional mailers, door hangars, radio ads, etc. and that they fund two additional enforcement officers. Currently they are staffed at four and they cannot provide 24/7 coverage so everybody knows if they want to cheat just do it at night and that might be part of the reason why they don't get very good compliance.

Mr. Randall advised those are the two options that they sort of have put before them and offered to answer any questions.

Mayor Pro Tem Oliver asked Mr. Randall to go over their enforcement program. In reading the paper he was a little alarmed as well. He asked for a little more detail and answer why they are not doing night patrols.

Mr. Randall responded that was a misstatement; it is not four months. He noted that anytime they begin a new enforcement level it takes a little educational time. During the first four weeks they were not going to enforce that provision solely. They still have those issues. If they are still wasting water they are still going to receive a citation but if they just didn't realize they were down to one day; they are there to inform them not to beat on them. He added that the fact that they only have four people obviously just the number doesn't give them enough coverage to do seven days a week. He noted that in the past they did have some night coverage but there were some difficulties and they curtailed that. They talked to risk management on some of those other issues and they believe that they can resume that problem if they have enough staff to cover it. That is the thought is that they will do that. He commented that they are not unique in having the problem of trying to cover other jurisdictions. He noted that in terms of staffing per capita, they are doing fairly well if they look at other cities. What he found in surveying and talking with a lot of other cities is they had a lot of programs that they said they did for example maybe they do drought audits etc., but they didn't have the staff to do it. He advised that Fresno has a program but they are at least three months out to get an appointment so it is very difficult. They have 500,000/600,000 people and how much staff does it take to serve that. He noted the City has 63,000 and it still takes a lot of people; 13,000 customers is a lot.

City Administrator David Tooley stated what they also see is an opportunity to change the way that they do enforcement. He commented that with the portal program that was discussed with them, it is going to spit out offenders and identify the timeframes in which those events are taking place so it is like we will be making an appointment to catch them in the act. He noted that nobody likes the idea of big brother watching them, himself included, but nonetheless it gives them a very powerful enforcement tool where they can use their manpower more effectively and go to the greatest offenders to start and then work their way down the food chain.

Mayor Pro Tem Oliver asked that they quantify their production and the measures that are before them. He asked what is the number in 2013 that the state is using as their baseline as far as gallons that were consumed and what are they looking at, 2015 numbers, at a 28% reduction, the number of gallons that equates to.

Mr. Randall replied that he doesn't have his cheat sheet with him. He advised that they do 12,000 acre feet a year so at 28% they are going to be over 4,000 acre feet. He would like to say that in gallons but he just doesn't have that off the top of his head. He is sorry. He knows they prefer it that way.

Mayor Pro Tem Oliver commented that maybe they can circle back. At the end of the day agree additional education and outreach is key. Council Member Rigby provided Mayor Pro Tem Oliver with the number of 904 million gallons of water. Mayor Pro Tem Oliver added, as a side note, he thinks it is important especially with their outreach and their messaging whether it be their water bill notices that they put these things in a language not only they can understand but the public can understand. He doesn't think folks should have to have a calculator by their side to understand what the type of consumption is in terms of gallons.

Council Member Bompreszi stated they had mentioned that there are going to be some additional ways that residents can be notified via email text messages. She asked how the residents are going to sign up for that.

Mr. Randall replied there are two ways. Part of it is already in their customer database and they hope to try to expand that because a lot of their database doesn't have email and other things but they do have phones numbers etc. Mr. Randall added that particularly electronic stuff, it still is only going to get a portion. He noted that some of the firms they have been looking at estimate like 20% of their population is going to be able to be reached through that and that is why the direct dialing, to him, is quite helpful and just about everybody does have a phone. To be able to receive a call even though it may be annoying as heck and they feel like a telemarketer but at least they will have heard a message, and in Spanish if that is their given language, so that they hopefully get people the information they need to try to do what they can.

Council Member Medellin referred to the state noting that they have to report monthly on their consumption savings. Regarding enforcement, obviously the state will be very concerned if they show that they are conserving or not. He asked Mr. Randall to explain that they have until February of next year and asked if at that time, is that when they will start to incur fines if the City did not; he knows it will carry over if they don't meet those demands. He asked how soon could they or would they start to.

Mr. Randall responded that the state will start taking measures next month after they get the June numbers. Whether they are going to jump right in with a \$10,000 fine day one, he thinks most of them don't think it will be day one but they don't think they are going to have much patience. He noted that is what they have sort of said that they are not going to give them very many warnings. They are not interested in warnings. They hold them accountable to know these facts. They have the data. They know the rules. They want to see them. They have explained in the webinars the fact that you write a lot of citations and collect a lot of fees won't be adequate. They want to see the numbers. They want to see the results. He added that often a lot of times they will do programs and they know that if they just simply put the programs in place, the agency is pretty happy with them regardless of whether the program is as effective and maybe they would hope it would be but in this case they are looking for results. They are measuring on a monthly basis but it is brand new and he doesn't want to play chicken little and tell them that the sky is falling and they are going to come and give them the \$10,000 fine every day. He doesn't think anybody believes that but there is potential that they could significantly cause them to do things that they didn't choose to do. He noted that one of the things that they have to remember is if they are really willing to start mandating what programs they have, they may take some of these decisions out of the City's hands. They may tell them you have to go to 1 day a week or you have to go to no watering. He stated those seem like pretty draconian measures but so far the state has been pretty hard hit. The issues with senior water rights and the various things that the state has been doing is pretty unprecedented so they know that it seems to be more than just lip service.

Council Member Medellin stated that obviously time is of the essence. Before them tonight, if they accept it as is, it is for 1 day. If for some reason they deviate from that they have to come back with a whole new resolution which they can't do until their next scheduled Council meeting in July and asked if that is correct.

City Attorney Brent Richardson stated he is not sure he understands the question.

Council Member Medellin clarified that if they deviate from what they have before them tonight on the resolution, are they prepared for any kind of change tonight that would take effect immediately or do they have to come back to another meeting.

Mr. Richardson responded that they would have to. He advised that the resolution basically only designates a restriction level. If they are looking for language changes within the restriction those are actually set out in the ordinance. They would have to bring back an ordinance because there is not one amended tonight. It would have to come back at the next meeting.

Council Member Medellin restated that it would have to come back which would be in July.

Mr. Tooley stated if the Council makes a change in direction tonight, if their vote is to act in a certain manner then he thinks that what they as a staff would want to do is consider suspending action on those provisions that they find most objectionable until they have a chance to come back and vote on the item as a whole.

Mr. Richardson added that if it is just that they are not in there then that is a whole different issue. If they aren't in there, they aren't in there.

Mayor Pro Tem Oliver stated if the state were to enforce ultimate measures and fine the City is that going to be a water fund hit, is that going to be something that the general fund might take on. He asked how that might be absorbed.

Mr. Randall responded that would be a hit to the water fund and ultimately the ratepayers are the people that pay that.

Council Member Rigby asked Mr. Randall to repeat that.

Mr. Randall stated the fines would be a cost against the water fund so it would affect the ratepayers. He added that there are different ways that it could affect it. It might be simply that they have to postpone needed capital improvements. Later on, as they know, they are looking at rates. It could affect future rate adjustments. Those are all decisions, a lot of variable there again, but it most certainly is that there is nobody else that is going to pay it. It would not come out of the general fund while the general fund always could pay it but he will let the City Administrator answer that a little more fully.

Mr. Tooley commented that the Council will recall that their prospective water rates have a \$1 million conservation element. Should they lose money to the state then that just begins to minimize the money that they might otherwise use for conservation incentives for people washers, faucets, sprinkler heads, all of those kinds of things which are probably the most important elements in terms of moving the community from where they are to something different. Mr. Tooley noted that the general fund is always their safety net for every activity of the City but at the very beginning it is reasonable to anticipate that all their fines would be paid from their water fund.

Council Member Holley referred to the watering time schedule. If they went to 1 day a week. They start at 7:00 o'clock in the evening to 10:00 o'clock the next morning and asked for confirmation.

Mr. Randall responded correct but then corrected himself. He noted sometimes they state it that way and it is a little bit of a misnomer. He explained that on the day of your watering it starts at midnight. You can water from midnight until 10:00 but then that evening you can water from 7:00 to midnight. He noted they can't start and leave it on for the whole time. That is two different days.

Council Member Holley stated they need to rewrite that then. That is what brought him to this point. The way they wrote it from 7:00 p.m. to 10:00 a.m. that is 15 hours. He commented that if they tell them they can water until midnight, the water is going to run all night so they are really wasting water. If they decide to put it on a time schedule because in a week's time they are going to lose a lot of lawns by 1 day a week. He thinks if they look at this as two eight hour days, they can water from 7:00 in the evening until 7:00 o'clock at night and come back the next day water from 7:00 to 10:00 o'clock in the morning. If they break it up that way people that have more conscience about keeping their lawns alive because they are still going to use the same amount of water or more if they tell them come to 1 day a week. He stated a lot of people aren't home on Saturday or Sunday. Their best times are in the evening when they get off work or early in the morning before they go to work. He would like to see something happen in that than just tell someone they should just water 1 day a week because they are still using the same amount of hours if they just break it down in two day increments.

Council Member Bompreszi stated she knows the rest of the Council has had a lot of calls and a lot of concerns. She agreed with Council Member Holley because she thinks what is going to happen is, is it better to water one time a week where they are going to water for 45 minutes or two times a week for 15 minutes. Unless they are going to really be good at the enforcement of it, she thinks it is going to be abused. What she would recommend is that she would like to see them go back to the 2 days a week but only during a certain period. She has called landscapers and it is better to water, during this heat, in the evening time so she suggested to do it two times a week between the hours of 6:00 p.m. and midnight instead of allowing them that eight hour period to do it. She has had many, many comments from many residents is you're holding us to 1 day a week yet we still see water going over the medians; we still see water leaks that aren't being fixed in the various areas; what are we doing to address that.

Mr. Randall replied that in terms of water leaks they have moved some of their personnel into their water leaks. He noted that water leaks run in sort of seasons. He added that often temperature change or earthquakes or whatever but they tend to run in batches. He stated most people just don't understand the USA underground issues and there is really not too many ways they are going to get around that; that is just part of it. They did have for a while a little bit of a backlog so they were having to triage which ones got



done first and then get to the lower ones. They pretty much eliminated that recently and they have just sort of made it job one and they are going to make sure that everything gets addressed as soon as they hit that 72 hour timeframe for their USA's to clear. He advised that often people ask them well can't you just suspend that USA rule; isn't there some way around it; can't we get PG&E to agree or whatever. He noted that believe him everybody has tried and everybody would like to but there really isn't. They could just choose to dig but then they assume a huge liability. He noted they will always do whatever the Council asks them to but no one really does that because of the potential of the loss they could incur. They have increased, in terms of leaks some shift of resources to try to make that happen. He would have to defer to Ms. Seay in terms of the medians. He knows they are hiring a lot of people and they are working very diligently but the details, he will have to give to Ms. Seay.

Mary Anne Seay, Director of Parks and Community Services, stated they take calls and emails daily from the public when they see issues and problems. They encourage people to contact them as soon as possible. They address them and try to get back to the residents as soon as they possibly can. She added that each of their Parks and Community Services employees, and she is sure the same holds true for her colleagues sitting at this table, that everybody is on high alert so nobody is going to witness a water leak problem and not address it immediately. They encourage the public to contact them. They have their information on the website. They try to communicate with their users regularly. It is don't just see a problem and get frustrated with us; call us and let us know. She noted that each of them who has a residence, they have water problems in their own yards that they need to address, and if you extrapolate that out throughout the City they are going to have problems and it is priority one to get those addressed as soon as they know about them.

Council Member Bompreszi stated if they do decide to go back to the 2 days a week, if by July 31<sup>st</sup> they don't achieve a certain percentage whatever that percentage is 10%, than they put the residents on warning. If we don't achieve a 10% reduction, the 1 day a week will go back into effect. She asked if there is a way to do that if they brought back a resolution or would they have to...

Mr. Richardson responded that the way the ordinance is structured they would just need to bring back another resolution and adopt it setting the different restriction level. He added that there is nothing in the ordinance as it is configured now that says if you don't achieve something it will go to a certain level.

Council Member Bompreszi stated she is real concerned with the Fourth of July coming up and everything is just brown everywhere. She thinks they have a real risk there as far as fire goes especially with fireworks being allowed in the City. She would like to see them get through that period at least. She commented that she is relying on the residents to find ways to conserve noting that this is their chance. If they want the 2 days a week then they are going to have to step up to the plate and they are going to have to do some conservation in other ways in order for the City to achieve what their goal is. She goes around Madera. It doesn't matter where she goes in Madera, it is brown everywhere brown, brown, brown. She added that hopefully the building boom comes back and they start building again and wondered who is going to want to come to Madera with everything brown. She noted that every other City that she has checked has gone to 2 days. She commented that there was an article in the paper tonight where Visalia enacted the 2 day a week. It is during the evening times that they have restrictions. She asked why we are the one city that is going to 1 day a week when every city around them is still at 2. She noted that they have higher percentages to reach than we do.

Council Member Rigby stated he is curious about that too and commented that maybe Mr. Randall can help him understand. He noted that some of these cities have surface water and we do not. He asked Mr. Randall to elaborate on that a little bit.

Mr. Randall responded that in terms of the surface water, Council Member Rigby is correct that the City does not use surface water. They don't have a means to achieve that currently. They are constantly looking for ways to diversify their water supply but they don't have that in the foreseeable future. He commented that cities such as Fresno and Clovis that do have surface water do have a little more flexibility in that they have more reservoir capacity but that doesn't mean that they don't have the same demands to try to

conserve. He noted that Clovis is at 36%; they have surface water. He added that water comes at a much more expensive price; it is not as cheap but there are obviously some advantages to doing that. For the City to get into that business he thinks, Mr. Tooley has expressed before, it is a very capital intensive process in the neighborhood of \$50 million for a beginning plant and that is assuming that they could get the water rights. He advised that it is not something in their immediate future. How it plays into the water restrictions, and it is a very reasonable question to ask, how come we have it worse than somebody else. He noted that there are a lot of inequities in the legislation that was enacted by the Governor real quick. He stated it is not the same for everybody and for some people it is harder. He commented that the fact that the City was already at 2 when other people weren't makes it harder for them. He added that other people make different choices about how they do them noting that Clovis is a good example. They know that Clovis fines people based upon their meter usage. They simply send them the fine if they go over and they don't make their 36% reduction. He advised that is another mechanism noting that there will be a whole bunch of people that don't like that one too. He noted that it is a hard set of choices. There are some problems for them using that type of mechanism currently. They addressed that in the staff report and talked about it recently. He stated there are different ways to accomplish this. It is not one size fits all. It sometimes feels punitive that they already had water meters; they already were at 1 day a week and yet they still have to do this reduction which is hard to do because people feel they already got there. He added that other places it is more of a cultural thing. There are so many variables it is hard to point to one thing.

Mayor Pro Tem Oliver stated he wanted to add to Council Member Bompreszi's point and Mr. Randall mentioned obviously that the state's order is not equitable. He noted that the fact is that Maderans are already stewards of their water supply. They were ahead of the game showing leadership on this issue as a voluntary order last year and going to 2 days a week looking at the data that the state has provided as far as their residential per capita use. He noted that as far as the Central Valley they are leaders in that regard. He knows if they look at Clovis, although they have recycling of water and surface water treatment, from the months of July through September of 2014, they averaged over 100 gallons more water per person, per day. At 36% that puts them right where Maderans already are and it is incredibly frustrating because it is absolutely not equitable. He knows that a lot of folks have sacrificed for 2 days a week for a long period of time. He wished they could provide better balance there but he thinks it is important that Maderans aren't water wasters and they certainly have been leaders in the valley in that regard.

Council Member Bompreszi stated she couldn't find a whole lot of information on the different tiers. She noted that the City is at Tier 7. Number one, she even pulled Governor Brown's emergency regulation and it said that they were going to be broken into 1 to 8 tiers yet Clovis is a Tier 9, Kingsburg is a Tier 9, Merced is a Tier 9. She asked how they determine the different tiers.

Mr. Randall replied that they went back to 2014. They took the months of August through October and they measured their consumption. They took a point in time. Then they compared everybody and said on a per capita basis, who uses more. So they have people like San Francisco that is way down there. They obviously don't have too much landscaping. Then they have people that maybe have a little more ornate landscaping, a little more disposable income so maybe that community, Clovis, is going to be using a little more water. He stated that is how they broke it up; it is segmented into tiers. They went down a tier. That is why they went from 32% to 28%.

Council Member Bompreszi asked if there indeed are only 8 tiers. If they are a Tier 9 they are just really, really bad.

Mr. Randall replied that he does not know the details.

Council Member Bompreszi stated she just noticed that after she pulled the story.

Mr. Randall commented that they often do things differently than they say they are going to do; it is the state.

Council Member Bompreszi asked how they get a Tier 9 if there are only 8 tiers.

Mayor Pro Tem Oliver thanked Mr. Randall and announced that he would like to open it for the public. He knows there are a lot of folks that would like to speak about their water challenges and he is sure it is going to pivot into a discussion about conservation elements, xeriscape, you name it.

Mayor Pro Tem Oliver opened the discussion to the public for item C-1. He asked that they try to keep it to three minutes so they can get as many folks up there as possible.

Bill Jones, residing in Madera, California, stated he has two questions. Number one, he has been listening to the discussion and he is of the opinion that this is only residents in Madera, not agriculture. He added, point number two is that Sacramento is sitting on \$320 million out of a \$100 million drought fund that the federal government gave the State of California. He commented that if it is going to cost them \$6 million to tap into surface water, why can't they use part of that \$320 million that the state is sitting on. He commented that it seems to him that they always go the easy route and that is to increase taxes on the common citizen instead of looking at other alternatives. He pays taxes. He is not happy with it but he understands them and he pays them but they always look at that revenue first rather than other alternatives. His two questions are: number one, is this resident only and not agriculture; and number two, why can't they tap into that \$320 million that the state is sitting on for drought fund.

Chris Simonian, residing in Madera, California, stated that Mr. Jones asked her first question. Her second question is, in the executive order it says that there are funds set aside for underserved communities. She commented aren't they the poster child for the underserved community. Are they getting any of these funds? Can someone help them? She doesn't like xeriscape it all. She will do her front yard but can she have some help.

Robin Alcalá, residing in Madera, California, stated she has to agree that there are people in the City who are not going by the 1 day noting that she just found out by the way that it was supposed to be only 1 day. Her mother told her because she read the Tribune. She is sorry, noting no offense against the Tribune, but she takes the Bee and she thinks that they should do some outreach using the Bee as well because not everybody takes the Tribune. She stated that is just a suggestion. She commented that the other thing is that she thought the watering hours were between midnight and say 7:00 in the morning and then 7:00 in the evening until midnight on her day whether it is 1 or 2 days so she set her timers to be in the morning and in the evening. She stated that maybe if they adopt a resolution that says that, there should be something and some really good outreach for people to know, choose one or the other. She added that they don't necessarily say only in the evening because then everybody is watering; there will be no water pressure or whatever depending upon their neighborhood. She suggested that they at least put some really good outreach out there so people know. She is not a social media person. She goes on Facebook to see what her family is doing. She would like to see some other kinds of outreach. She added that also, in some of the discussion from their staff, she thinks they mentioned that there were going to be some incentives and some money for incentives later after they possibly do this increase in their rates in July. She guesses she is kind of wondering why wouldn't that incentive money be available now instead of having to wait until they increase her water rates. She stated that somebody else here who was talking, she doesn't know their name, but they mentioned something about getting washers and faucets and sprinkler heads. She asked if that is something like their staff would come out and give them new sprinkler heads or is it that they would ask them. They would come out and inspect and kind of go through and say here is how you can save go out now and make these improvements in your landscaping, and make these improvements in your house all on your own. She stated she just forked out \$500 to get some of her landscaping things done so that they weren't leaking and things like that but if that is available to low income people or whatever, that really needs to be publicized and put out there. She like the idea of going door to door and saying that is available but a lot of people take those things, just like the stuff they put on windshields and it is in the trash right away so there needs to be other ways. She stated that the dial up thing doesn't always work because not everybody has a phone or they will click it; they screen their calls. She noted she is one of those people that screens calls. She commented those are the kinds of things to think about.

Mike Fuller, residing in Madera, California, stated, as he said a couple of weeks ago, he thinks there is a lot more they can do not only to meet the reductions but to adapt to what could be very much a new normal. He commented that a few months ago he suggested to the Parks and Community Services Director, Ms. Seay, that they go to stage 4 sooner rather than later just to jump start a transition that they are going to have to make anyway, a pretty comprehensive transition. He stated he knows that is radical suggesting. He won't say it is not a serious one but he thinks there are some other alternatives. He commented that as far as enforcement, he thinks the only way they are going to be able to really adequately do it is electronically through the meters, through the internet. He added that people who don't have access to the internet, well a fine in the mail would catch their attention. He stated that he is a very data driven person. Just to give them a really quick example, they can use PG&E as an example. As he said a couple of weeks ago, he had \$4,000 worth of work done to his house at no cost to him. He stated it was hugely beneficial. He monitors his energy use online every day. His cutoff is tomorrow and his utility bill last month was \$24.99. He cools his house in the morning. He closes his windows because they are open all night so he is using energy not during the peak of the day but in the morning. He noted that is just one example both for enforcement but also how conservation will be facilitated, he thinks greatly by electronically. Regarding incentives, there really is no incentive for him to, referring to what he did a couple of weeks ago, installing a gray water system. He stated that one, there is no funding available to do that and currently, the rules as they are now, they don't affect him at all. He doesn't have any grass so he waters far less frequently but deeper though he must admit he does water for longer periods of time. He noticed in the City's rules that vegetables for personal consumption they can water whenever they want. He thinks that would apply to fruit trees as well because it is basically the same. He stated he doesn't have any restrictions really on how he can water. His yard is green. He just offered, as one example, of some alternatives. He really believes the City is going to have to, as much as possible, move away from grass for residents. He noted there are quite a few alternatives. He offered quick examples. He stated he was in yoga this morning and a resident was speaking that her husband is going to water three times as long for his grass. He noted they agreed that it is not going to work. He commented that the grass is going to die from being overwatered; it is just going to be a waste of water. He advised that his neighbor the Elks Lodge, they are already not complying. You can see their standing water on the street. He doesn't mean to rat on them. He sent Mayor Pro Tem Oliver an app the other day that people can take a picture with a smart phone. It is automatically loaded up; shaming things like that. He thinks there is a lot they are going to have to do. There are groundwater regulations coming down the pike but it is going to take quite a long time and there is none for farmers currently. He doesn't mean to put the blame on them at all but there are initiatives in place. He stated that the gentleman from Madera Irrigation District referred to it earlier, the Groundwater Sustainability Plan. His concern is all these efforts are not going to happen in time to facilitate the changes they are going to have to make anyways. He advised that he is going to end his time there but he can talk for a lot longer because he thinks there are some very focused, very specific, far more effective, far more efficient solutions.

Mayor Pro Tem Oliver asked if any other members of the public wish to address the Council. No other requests were made and Mayor Pro Tem Oliver closed the public comment portion.

Mayor Pro Tem Oliver stated if the water rates are approved there is a conservation element and asked Mr. Tooley if there is a way that that program will be launched earlier. Do they have to wait for that new fund of money to generate some funds? Is there a way they can roll that sooner rather than later especially during the summer months?

Mr. Tooley stated, as a quick reminder, fund balances serve two purposes. One is for cash flow purposes and second is for catastrophic events. He would be comfortable accelerating the use of some money from their fund balance position contingent upon the successful passage of the new rates. He added that if the rates do not pass then they are going to have a much larger problem with regard to coverage of their debt coverage requirements and meeting their ongoing expenses. He commented, to answer directly, hypothetically if the rates were to pass on July 15<sup>th</sup>, they could probably be in a position immediately thereafter to front, let's say, half a million dollars to accelerate that incentive program.

Mayor Pro Tem Oliver referred to the existing structure and new structure and asked that staff talk a little bit about the nexus that is needed to justify those new tiers and those particular funds that will become available.

Mr. Tooley responded that he is always a little hesitant to talk about the legal requirements but he will start and the City Attorney will clean up his mess. He commented that there is a recent court case that came out of San Juan Bautista where they used a tiered rate structure but what they did was that they tried to achieve a certain set of budget outcomes from the tiered structure. He noted that the nexus requirement is that there has to be a direct relationship between the cost of service and the fees charged. In the City's case they did their rate analysis based on the actual usage of water and they believe that meets the legal standard. With regard to the City's rate structure, and again there is going to be a great deal of public information made available, there is a base rate, there is a middle rate, and then for very high users there is a much higher rate. He advised that the third tier structure is what is going to be largely funding the conservation element. Mr. Tooley asked Mayor Pro Tem Oliver if that answers his question.

Mayor Pro Tem Oliver responded yes. Mayor Pro Tem Oliver commented that he knows they touched on available money at the state. He knows with Prop 1A bond funding that there is some money designated to go towards a turf replacement initiative. He knows that there is language that places priority on central valley communities. He asked if there is any incentive for those that are taking extraordinary conservation measures to get in line. Is there anything like that where they could position themselves to go after those funds?

Mr. Randall responded that there were some funds and it was fairly limited. He advised that the state has already burned those. They were sort of earmarked unfortunately. He noted that they say there is going to be another round of funding. They are watching that, waiting for that. He added that a lot of the funding, when they are releasing it currently, they are focusing on those communities that don't have essential water. If you can't pump water, if you have to truck water in, those are the people that are getting financial assistance; the worst case. He noted that is not to say there is not going to be anything left for the rest. They are looking for that as well as other funding sources through IRWMP, 1B; all the rest of the various sources.

Mayor Pro Tem Oliver stated that in any event, they are at the epicenter of this crisis. He knows their Grant staff is going to look at every opportunity out there but to also look at their partners like MID and the County, and other water districts to see if there are any areas of opportunity to leverage their time and energy to go after those funds.

Council Member Medellin stated they have been dealing with this issue on water for quite some time; not just at their City Council level but for years. He thinks everybody realizes that they are in a drought. One question they don't ask themselves is are they in a crisis. They are in a crisis. He noted that is not a question. They are in a very serious crisis. To him it boils down to risk. He stated that some of the risk is are they responsible and they are going to say brown is the new green and I am going to do my part or I want my neighborhood to look good and I want to water so it looks good. They are asking 13,000 metered residents to behave in a similar manner which can't happen. He noted there are some people in this room that have conserved. There are people that he knows that take their warm up shower water and that is all they are using to water precious trees and shrubs and there are others obviously by the report they heard earlier, 10 of 14 homes are watering 3 plus days a week. He noted that it comes down to risk. What are they going to risk? Are they going to risk the state and challenge them and dare them to not fine them \$10,000 a day? Are they going to decide 2 days a week and after a 45-day period find out that they didn't even come close or that they actually exceeded and went over by a few percentage points? He is not saying that he completely has the answer because he is a little on the fence and he is trying to do what they were elected up here to do and that is do what is best for the City of Madera. If they go back to crisis, in the crisis they are in, they all have to do their part. If that means to call the City when they see water flowing down the street, which he has done when somebody emptied their pool or just basically took advantage and thought let the next guy conserve or if they have to show Fresno and Clovis that they are steps ahead of them which he truly feels that come September / October they are going to be down to zero

allocation. They are going to have green lawns in the summer and they will pay their fines and then they will have no choices come the fall. Council Member Medellin stated he will propose to Council, they have before them 1 day a week which is written. If they consider 2 days a week it has to be with strict enforcement which again goes back to risk. Do they want to collect \$1,000 in fines to pay the state \$10,000? He noted that does not make sense to him. He doesn't want to be in the fine business. He has no problem hiring two people and they could theoretically look, very difficult right now, they will not have that portal in place for about another eight weeks. He asked if that is right.

Mr. Randall responded correct, give or take.

Council Member Medellin stated they would have to basically handpick those people who are abusing the system which takes more staff time and more resources. If they did do the 2 days a week, he does like the idea that Council is proposing, a limited window. He thinks 6 hours and 4 hours were proposed, or 12 hours which he thinks may be too much, but a very limited window with high education that shows that anything more than 10 minutes basically is waste. If they had a 4 hour or 6 hour window 2 days a week, and he is not saying they will get there on those numbers because it is kind of a wait and see but they have to be prudent and they have to be strict because again they go back to human behavior which he can't sit up there and tell anybody he knows this is how they are going to react. But he will say this, they are in a crisis. MID gave their report and staff gives the same report. He has heard it. Should they have done this years ago, absolutely? Should they have been doing this months ago? Yes. He presents to his colleagues that the decision they make tonight has to be something that they could at best manage that risk and completely understand that this is not an east side or west side thing. This is a California thing which boils down to a central valley, heart of California, and agriculture, then to Madera County, and then of course their City. That is what they have to keep in mind. Council Member Medellin stated those are his thoughts for now.

Council Member Bompreszi stated she really would like to have them consider amending the resolution to go back to 2 days a week with restrictions and strict enforcement at least for a 45-day period until the end of July and that is her recommendation.

Council Member Robinson stated he went to the San Joaquin River Conservancy meeting this morning. They are working on their trails and they put in drought resistant plants, California natives. Also the day before he went to Lost Lake and he saw all the water flowing down. His kid had a good time there. Like he said he went through Clovis and he saw a lot of lawns brown and at Lost Lake he looked up the hills and they are golden brown. He added that like Council Member Medellin said, brown is the new green. They have to think outside the box. They have to look at new alternatives for landscaping. They can't afford to have a big lawn when they are in a drought of biblical proportion. They might go two more years in this same situation. They are not Texas where they are having massive storms. They need to think above and beyond. They can't just satisfy a few people to maintain a green lawn. They have to be responsible. Regarding Parkwood, they were complaining a lot but they made it through. He proposed 1 day. He has a large lawn and he is turning it into like a patio. He sits out there and he watches the neighborhood. The year before he went to the California League of Cities and he proposed during their think tank meeting that Madera has been having a problem with the drought and they have subsidence but they were thinking oh put that on the backburner, it doesn't mean anything. Now it is the number one problem. He thinks they should be considerate. Forget about the green lawns and just try to maintain your trees and shrubs. Cut the lawn down short as opposed to try to get the City to spend a lot of money on fines which they can't afford.

Council Member Rigby stated this has not been an easy issue. There is no easy answer. He thinks there are so many variables on all sides whether they choose to restrict their watering to days, hours, pockets, what have you. In order to get something you've never had before, a result you've never had before, you have to do something that you didn't do before. He stated that when they were at 2 days of watering, the numbers didn't lie. The best they conserved was 9% of their water. When they went down to 1 day, the best they conserved was 26% of their water. He noted that is recent. He commented that the compounding of percentages over the time period scares him. They could quickly escalate their percentage of restriction to somewhere near 60% by September if they are not careful enough. They could be at 70% by November

if they are not careful enough. He commented that is 70% of their water having to be conserved. Going from 1 day, back to 2 days, back to 1 day, is very confusing even for him. He stated that nobody on his block has a larger lawn or probably more trees or plants. He commented that there is a responsibility that they have as a Council, he thinks, to know that 70% of constituents are watering more than 3 days a week is astounding to him. It scares him quite frankly. He agrees with Councilman Medellin. He is not one to play Russian roulette especially with the state. He is sure there are a lot of legal things and maybe Mr. Richardson can fill him in on this sooner rather than later on how they can regulate water rights to a city or how they are playing God with the water but it is what it is. They have to be responsible and more importantly, he wants to be honorable to the State of California as the City of Madera. He is proposing that they remain at 1 day of watering in the City of Madera.

Mayor Pro Tem Oliver stated that at the end of the day, he thinks, most Maderans have heeded the call to save water and most understand they are in one of the worst droughts that they all know in their lifetimes. He added that although he is not a homeowner, he also recognizes that for a lot of folks, their homes, their landscapes, that is their sanctuary. His grandmother is no longer with them but her home is, her trees are, same with her flowers that she personally planted, some before his mother was even born and although she might not be with them, that is, it also rests on his mind that these decisions before them could change that a little bit. He commented that at the end of the day he believes they are in an unprecedented era. As they hear with the state, not only the Governor's mandates to their respective agencies and water purveyors, the curtailment for senior water rights holders, this is an unprecedented era and it obviously places them in a difficult position but he too doesn't want to call the Governor's bluff. Personally, at the same time, they have to recognize, they are representing 62,000 people at the epicenter of this crisis. He doesn't think 1 day versus 2 day absolutes is necessarily the answer. He thinks there should be a little bit more flexibility. What he wanted to propose is potentially staying with the 1 day especially until the July 15<sup>th</sup> date until they could see where they really are and maybe look at bringing in a clean up ordinance to allow drip irrigation for at least 2 days a week so they could protect some of their trees and shrubs and flowerbeds. He noted that is a thought that he wanted to present to his colleagues. At the end of the day he does appreciate everyone's input even if they agree or disagree. That is what he thinks he would suggest.

Council Member Bompreszi stated she wasn't going to go there tonight but she is going to go there. For the first time in her seven years on the Council, she was embarrassed the outreach that they didn't do to communicate the 1 day a week. They sent out a pink flyer with new water restrictions with no explanation. She commented that a lot of people don't get the Madera Tribune. They live in a community that is 60% plus Hispanic and they did not communicate why they were doing what they were doing until after the fact. She asked why they are at a Tier 7 and a lot of the other cities that are still at 2 days a week watering are at 8 and 9. She is totally against the 1 day a week because she thinks that they did not do the outreach that they should have done. She is lonely up here but it is not the first time.

Council Member Holley stated when he was a Planning Commissioner, he was down there in Livingston. To show them what their government thought, a lady out of the Governor's office was giving a presentation about Livingston building all these big high rising homes and he asked her a question about building homes. He said, where are they going to get the water. She said, build the homes and the water will come. That never left his mind. It came from her in that sense. Council Member Holley stated, as they know, they are going to live in a seven year drought. He noted that is automatic; that is scripture so they can live with that. He believes that if they are going to be good stewards, he doesn't like citations just like nobody else does, but he thinks they owe it to their City to give them the opportunity to try to do something better than what they are talking about here tonight. All he can see is the City giving them 2 days a week at a minimum with so many hours a day to water their yard. They need to try something before they just throw something down their throat. He feels with their concerns that they have here, and he understands the Governor makes all these decisions and they jump into hoops but yet everybody is not going to comply with that so they are still going to be jumping through hoops. He would rather see them try a timeframe of hourly watering per day instead of telling them they can water from 7:00 in the evening to 10:00 in the morning. He commented that is going to be a waste of water. He noted that nobody is going to stay up all night and what really he didn't like to see was sticking it on Saturday and Sunday. He noted that most people go out

of town on Saturday and Sunday and they are not going to sit at home watering their yard. He stated that maybe that is how they want to look at conserving their water but that is not going to help them because they are going to water every other day they come back. They are putting them at a minimum to not try something. He believes they can do this. He believes they can be restrictive. They are going to hire two people. They need to be more strict on what they are talking about. If you are going to water, these are the hours that you can water on these 2 days. Council Member Holley stated they need to give these people a chance. He commented that his neighbor has one of the prettiest lawns he has ever seen and to watch his lawn die like it is doing, he is very unhappy, and he asked Council Member Holley the other day, what are you people doing up there. He just looked at him and said right now I don't know the answer. Council Member Holley noted that they do have an answer. They can go to 2 days. He commented, say you only water 15-20 minutes in the morning, 15-20 minutes in the evening. He stated that is a whole lot better than telling them they are going to water from 7:00 to 10:00 in the morning because it will run all night. He feels that they need to try the 2 days a week with a minimum time of watering and that is all he has to say.

Council Member Medellin stated he is a little more fact and number driven. He will agree with Councilperson Bomprezzi. He thinks outreach was poor at best and it could work both ways whether I'm involved in City government or not, or the outreach that they did. To Councilman Holley, they have been at 2 days so where the numbers come in, he thinks they have shown that at 2 days a week they were at 9%. He thinks in that sense they have given the community a chance but he wants to weigh both options again and make sure that they have it out there. Council Member Medellin stated that right now before them is to continue with what the resolution says and it is 1 day a week and that would be effective immediately.

Council Member Rigby stated it is still in effect.

Council Member Medellin stated he is right, it is in effect right now. If they show in a 30 or 45-day period it becomes a wishy, washy point but because they are not real fact driven they kind of don't know until they see that. He commented that those numbers may show that they are still, even at 1 day, or they may hit their mark. As he asked before, if they decide to change the resolution to 2 days, which is a complete change, it is not language change, it is a complete change, they will stay at 1 day a week until that new resolution is approved which will be the first meeting in July. He asked the City Attorney if that is right or they can actually change language to make it say today and that would be in effect immediately.

City Attorney Brent Richardson responded that tonight what they are considering is a resolution that changes the restriction to where it is 2 days and that would be immediate.

Council Member Medellin restated so it would be immediate.

Mr. Richardson responded yes. He added that basically, the way the ordinance is structured, this is a reminder, the ordinance has identified, he believes it is 5 different restriction levels, and those are implemented by resolution of the City Council. He noted that within those restriction levels, if they wanted to change any wording within those, they would have to bring it back for an ordinance. He stated that what is before them is the consideration of a resolution changing the restriction level to that which only allows 2 days a week.

Council Member Medellin referred to Council Member Bomprezzi's suggestion, if they did do that to 2 days a week, to see what the 30-day numbers would be, they can't make a decision tonight but what Council Member Bomprezzi is suggesting is that point, if these numbers do not show their conservation efforts then it is pretty much an automatic deal. He then referred to what Council Member Holley is saying is give the people a chance to show that we can conserve as a community even at 2 days a week, I'll follow strict guidelines, we will have strict enforcement, and we can prove to the City that at 2 days a week we could conserve and meet our numbers and if not then they are both proposing, at that point, it is automatic to go to 1 day a week. He said that is what is before them. That is what they are proposing.

Council Members Bomprezzi and Holley agreed.



Council Member Medellin stated just so they are clear.

Council Member Rigby added to that conversation just so they are clear, and in that timeframe if their City does not meet those needs they are willing as a Council to pay up to possibly \$10,000 a day which could equate to somewhere near...depending on how long it takes them, to make that decision. He asked Mr. Randall if that is correct, per day.

Mr. Richardson responded it is what their capability is.

Council Member Rigby stated he knows and added that unfortunately this is all hypothetical.

Mr. Richardson stated that there is a dearth of information as to what they actually will do or how they are going to do it.

Council Member Bompreszi stated they can; it doesn't say they will.

Mr. Richardson stated they have no idea.

Council Member Medellin stated they know they can do anything they want.

Council Member Rigby stated he remembers when his dad said what he could and would do. He just wants to make sure adding not to be comedic; this is serious.

Council Member Bompreszi stated the Mayor is not even here. She really would like to hear his take on this. She noted that this is a very important issue that the whole Council should be here including the Mayor. That is another one of her issues. She doesn't even know how he feels on the subject.

Council Member Robinson stated he went to an Administrative Services Policy Committee meeting for the League in Sacramento on June 12<sup>th</sup>. They were talking about AB 400, Department of Transportation Changeable Message Sign which will allow changeable message sign on the state highway system to be used to remind people to vote and register to vote and that is because the record low voter turnout in 2014 Statewide Primary Election is evidence that California is facing a democracy crisis. They hope to increase civic engagement by displaying election related reminders on changeable message signs for motorists to read. If they can't get people to vote, how are they going to get people to follow not watering.

Mayor Pro Tem Oliver stated obviously, as Council Member Rigby said, he thinks everyone has kind of touched on it, this is difficult and they are in a period of the unknown, so to speak, as to how the state is going to level the hammer if they do. He thinks 2 days versus 1 day, black and white approach, is not satisfactory. It takes a level of, he thinks, flexibility to really address their concerns. He thinks that whether they stick at 1 day or 2 days, the funds to look at enforcement and outreach is absolutely imperative. He noted that at the end of the day, if they get 12 or 15 inches of rain, it is going to take years for that water to percolate and recharge their aquifer. They are going to be in a state of conservation mode whether it be 1 day a week or 2 days a week, he thinks, for some time. He thinks that outreach is important. He thinks, not only leaving deals at the door but knocking on the door and having a discussion about what their current requirements are and where they are going as a City. What he might suggest, with the July 15<sup>th</sup> date, that is a critical date for the state and for their City to measure where they are, he might suggest going back to 2 days temporarily with restrictions as to the amount of time to water. He like's Council Member Bompreszi's idea as far as limiting to 15 minutes or 30 minutes. His question is how soon would they have to bring something like that back. He thinks they can't go back to a simple 2 days and let people go through the times that they have stated before them now.

Mr. Richardson responded they could bring it back as an urgency ordinance. He advised that the next meeting would be on the first so the urgency ordinance is effective upon adoption.

Council Member Bompreszi asked if the Mayor will be here then.

City Clerk Sonia Alvarez responded that he expected to be there.

Mayor Pro Tem Oliver stated at that time he wants to see where they are hitting their mark to see if they are on pace but as part of the discussion, after July 15<sup>th</sup>, he thinks they have to look at their winter season and look at the possibility of zero watering during that time as other cities have done.

Council Member Medellin stated that is what he was going to suggest. They will seriously have to look at their consumption immediately but they are going to have to start having those talks on what they are going to do in the what if situation. He thinks the people of Madera are smart and they get it; that they understand where they are. It is up to the City to drive home that point and it starts here at the dais. He thinks Council Member Bompreszi is absolutely right. They have Facebook efforts and they have door hangar efforts and Madera Tribune and Fresno Bee efforts and that is what they need to do. If it is neighborhood watch meetings and if it is everybody in this room that goes home tonight that tells their ten neighbors and they tell their ten neighbors then so be it. He commented that it shouldn't have to be. He thinks they turn the news on and they are going to see that they are in that same crisis. He commented on 2 days a week and for enforcement questions...he doesn't want to have such a small window that they are allowed to water that the entire neighborhood has low pressure like someone else had brought up. He advised that the smaller their window, the easier it is to enforce, the easier it is for the City to educate versus mornings and nights and odd days and even days. He stated how simple can they put this in a 2 day form that shows there is just a four hour window to water on these 2 days, from the departments perspective and hiring two additional people, that would be attainable.

Mr. Randall responded that they can do that most certainly. They would gladly implement that but in terms of what result that will have, he is hoping that will do it but it is uncertainty.

Council Member Medellin stated there is uncertainty in everything; he gets that.

Mr. Randall agreed and stated he thinks, as seen here, it is probably their next best solution but there is no one actually better solution.

Council Member Medellin stated he understands that.

Mr. Tooley stated he doesn't want to fashion a motion that the Council is working on. He thinks part of what would be important is that if they are going to proceed forward with a 2 day a week program, that the expectation would be that they proceed with all of the public engagement items that the Council has discussed this evening. They are obviously going to add to that. He think they would want to instruct staff to add the additional expenses and positions to the prospective budget that Council will act on at their next meeting. He added that there is going to be some lead time involved in hiring additional people and getting up to speed. If they are going to do this they need to get started right now.

Council Member Medellin stated that is where he was going with that. He commented that since the very beginning his question has always been time on implementing something. Council Member Medellin directed his next question to Mr. Richardson. He commented that in a legal standpoint, to be able to monitor any one of the 13,000 meters that they have, how do they use that to their advantage. In order words, the City has right to go into a particular residence, look at the meter, and find out that the usage is over.

Mr. Richardson responded, noting that Mr. Randall can correct him if he is wrong, he believes the City already gets that data.

Council Member Medellin stated his question is to use it for enforcement.

Mr. Richardson responded if they are getting the data, they can use it. It is not like they got it in some sort of invasion of privacy. He added there is already an expectation that data is being transmitted to the City.

He doesn't see that as an issue. If they were to have a meter that was somewhere other than public right of way and they are trying to read it on private property there would be an issue.

Council Member Medellin stated he understands. He commented that he would be inclined to agree with 2 days a week.

Mr. Randall stated, just to make sure, that it sounds like the Council is getting to a consensus but there is one important point. As they have all said, education is paramount and one of the things that is hampering them is uncertainty of their actions. He doesn't want to go out and start telling their public one thing and maybe coming with something else. He noted that the message he is hearing tonight that they would start telling people tomorrow is you are going to get a chance but it may change. He commented that also has a bad connotation because it makes them look wishy washy but he doesn't want to not meet the Council's expectations in terms of getting the word out.

Council Member Medellin stated he thinks they are already at the wishy washy point. He thinks they have been there for the last few meetings.

Mr. Randall commented that the Council would want them to immediately begin.

Council Member Medellin responded that they have not taken the vote. He is now giving his decision on that. If they can do enforcement, have that smaller window, hire two new people, he would be willing to go to 2 days a week and have the numbers come back in the 30-45 days.

Mayor Pro Tem Oliver commented that he knows they are about a month away from July 15<sup>th</sup>. He asked how quickly can people get notice as far as direct mail and their water notice. He asked if it is once a week.

Mr. Randall responded that the utility billing is once a month. They can still hold for tonight's decision before they get their note in this cycle. They will get it around the 3<sup>rd</sup> to the 5<sup>th</sup> of the month of July.

Mayor Pro Tem Oliver commented that realistically he doesn't think it makes sense to bring back the item for discussion July 15<sup>th</sup>. He would set a benchmark maybe for the first meeting in August. That way they will have had 15 days to look at where they were in June and take a look at what their true numbers are and be prepared to make a decision at that time. He knows they are going to work real hard to bring on additional enforcement staff but they all have to be in this together. He doesn't think they should go to a point of water shaming folks and post it on Facebook and what not. He added that at the end of the day if they can direct or advise staff whether they be in Parks and Community Services, whether they be patrol units and police to be the eyes and ears to inform their respective departments of water waste or water abuse to make that call. He doesn't know if they are already advised to do so. He thinks they have a lot of eyes and ears out in the community with their respective departments so he would certainly encourage that as well.

Council Member Robinson commented that on a lot of the newer developments, the lawns are at a slope. So when you water it, the water is just going to drip down to the sidewalk and down the gutter. He commented that 2 days is not going to get it in like 3 months of 100 degree weather. He added that people need to learn to have their lawn restructured where it is smaller and get landscape design, get books and educate yourself on how to do your yard to fit the new condition they are in.

Council Member Medellin commented that he thinks developers and builders are doing that right now. They are going to xeriscape, to drought tolerant, and things of that nature.

Council Member Robinson stated he doesn't know why they are playing around going to 2 days when they are in this situation right now. It should be 1 day and just maintain your trees and your bushes.

Mayor Pro Tem Oliver stated they absolutely need to look at long term water supply. They have a lot of folks that are engaged on this issue; rightly so. They also have to tap that as an opportunity to channel

people to look at what they want their City to look at 5, 10, 15 years from now. He doesn't think it is too far away to look at building and development standards with xeriscape landscapes or great water systems. He stated there are a number of different things without deviating from the subject tonight but he thinks that is something that they also have to challenge the community to take part in and they shouldn't let the state's mandates blind their ability to innovate. He thinks they can be leaders on this and they already have but he thinks it is very, very important to note moving forward.

Council Member Robinson suggested that they look at what Jerry Brown did to redevelopment. He doesn't think he is playing around.

Mayor Pro Tem Oliver agreed.

Mayor Pro Tem Oliver stated they have a resolution that has been prepared and they have direction from Council on next steps moving forward and enforcement if that is the case. He added that otherwise he would be open to entertaining to vote.

Council Member Robinson asked if it is to the 2 days.

Mayor Pro Tem Oliver stated there is one resolution presented to the Council to go to 2 days, Level B.

Mr. Richardson stated it is yay or nay on that.

Mayor Pro Tem Oliver stated they can't alter that. They can't modify it. They have provided staff their direction moving forward especially with enforcement and outreach and that is what is before them. He restated that he would entertain a motion to vote if someone feels compelled to do so.

Council Member Holley made a motion that they adopt the 2 days a week with the restrictions.

Mr. Tooley stated he wants to ask for some clarification. He recommends that they act on this motion first and then they will seek the clarification.

Mayor Pro Tem Oliver returned to the motion to vote.

**THE MOTION WAS SECONDED BY COUNCIL MEMBER BOMPRESZI. MAYOR PRO TEM OLIVER REPEATED THAT THE MOTION IS TO RETURN TO LEVEL B AND ITEM C-1, RESOLUTION NO. 15-132 WAS ADOPTED BY A ROLL CALL VOTE OF 4-2. AYES: COUNCIL MEMBERS OLIVER, BOMPRESZI, MEDELLIN, HOLLEY. NOES: COUNCIL MEMBERS RIGBY, ROBINSON. ABSENT: MAYOR POYTHRESS.**

**RES. NO. 15-132      A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA, CALIFORNIA ENACTING LEVEL B DROUGHT WATER RESTRICTIONS**

Mr. Tooley stated they would look for some clarification with regards to Council's direction on what they want staff to bring back at the first meeting in July. His understanding is that they would like to see 2 days a week. They would like to see it for a fixed period. He added that Council Member Bompreszi recommended 6:00 p.m. to midnight. He believes there was some discussion about a limitation on watering time. He asked that they define those elements for him so they can bring back a work product for Council's consideration.

Council Member Bompreszi stated a maximum of 15 minutes.

Council Member Rigby asked if 6:00 is peak time.

Council Member Medellin stated those hours may be wrong.

Council Member Rigby restated that those hours sound like peak times and called on Mr. Randall.

Mr. Randall responded that they do somewhat correlate with their peak demand times.

Council Member Medellin stated they will need to adjust that if that is peak demand time. He thinks no more than 10 minutes. He has been told by landscapers that anything after 10 minutes is pretty much runoff anyway.

Council Member Robinson asked if that is twice a day.

Council Member Medellin stated that as he suggested, a much smaller window, where it is basically once a day and a certain amount of time. He thinks they threw out 4 hours and 6 hours. He thinks 12 hours is too big a window but once a day in a 6 hour / 8 hour period.

Council Member Holley responded yes and that is what he had proposed.

Council Member Medellin restated so once a day only, twice a week, no more than 10 minutes.

Council Member Bompreszi responded yes.

Mr. Tooley stated he thinks the hours are important because there are a lot of people who don't have watering systems; they drag a hose. They need to select some times where they are at home and are able to do that so they don't lock people out of watering their yards.

Council Member Medellin commented on the evening time that Council Member Bompreszi suggested earlier, the 6:00 p.m. to midnight, 6 hour window. That is generally after work and at night time. Council Member Medellin asked Mr. Martin if he wants to chime in.

Danny Martin, Water and Sewer Operations Manager, stated he wouldn't want to be up there for all the money in China tonight. Second, regarding the time periods that they are predicting are historically the peak times for the City of Madera. He stated that the peak time for the City of Madera is between 7:00 o'clock at night and 11:30 at night. He added that 11:30 at night is usually about when the water tower is the lowest that it can go without it being in danger of dropping pressure for the City of Madera. He noted that they do have a major pressure problem out in the northeast and every summer that becomes an issue. He stated that becomes an issue during peak hours when everybody is taking showers, getting ready for school, getting ready for work. Everybody is watering their yards so if anything can be done to adjust the times to maybe later in the evening or early in the morning it would help with the peak time for the City of Madera's water demand. He restated that the peak time for the City of Madera water demand is between 7:00 and 11:30 in the evening.

Mr. Tooley stated to Mr. Martin that the two considerations are going to be people have to be home and they want to avoid peak times. He asked Mr. Martin if he has a specific recommendation for the Council.

Mr. Martin responded that if he had to be in the Council's shoes tonight and had his information that he sees on the computer, he would prefer early morning watering like before somebody went to work or something like that. He explained that they don't have the industrial businesses that time of morning. They don't have people, especially summer time right now when they are trying to conserve, they don't have all the kids getting ready to go to school. They have talked to the school district and they are trying to cooperate in every way that they can to help the City meet its demands. They have met numerous times with Parks staff, Mary Anne Seay and John Scarborough, and they are working very close with them. If they do decide to go back to the 2 days which it sounds like they just did, they need to work together on a correct time frame. He restated preferably a.m. If they are going to go to a timeframe, he prefers, even if they did it like it is currently, no watering after 10:00 in the morning and no watering before 8:00 at night; go from 7:00 to 8:00, move it up an hour. He commented that if they are saying just water one time on the 1 day a week, to him it does no more than the person that is going to water 2 times on the 1 day a week that they are

allowing. If they allow the double on Tuesday and the double on Saturday, that gives the homeowner four opportunities to water for 15 minutes and that is only one hour of water. He commented that he along with Parks have talked to professionals this week, that is still barely going to make their grass survive.

Council Member Medellin stated that is assuming that they follow those guidelines. That is what he is trying to kind of have the best of both worlds as to 2 days a week but only one particular period of time to water not like some people do once in the morning, once in the evening.

Mr. Martin stated that what he was hoping with the one day a week is to take the people watering 2 days a week and the 2 days a week people are watering 3 and 4 times a week. He was hoping that 1 day a week would bring the 3 and 4 timers down to 1 or 2 days a week. They are here to enforce whatever the Council tells them to enforce to the best of their ability.

Council Member Bompreszi asked Mr. Martin if he is saying after 8:00 p.m. at night.

Mr. Martin replied after 8:00 p.m. at night until midnight on their water day and in the morning before 10:00. He noted that currently they have from 10:00 to 7:00; he would like it to go 10:00 to 8:00 on the two water days that they currently have. He stated it will be easier to tell the public you are back to exactly where you were other than two hours. They took an hour in the morning and an hour in the evening instead of them going back and forth to changing what the public perception is of the City. He stated it is a lot easier to tell them your water days are exactly the same; one less hour in the evening, one less hour in the morning if they are trying to explain that to the public.

Mayor Pro Tem Oliver stated he would be comfortable with that arrangement.

Mr. Martin stated it is 8:00 to 12:00 on your water day in the p.m. and it is 12:00 to 10:00 a.m. on your water day. He stated that basically the people that are on automatic timers are going to water in the middle of the night like they usually do when there is more pressure and the people who have to pull hoses have until 10:00 o'clock in the morning and they have from 8:00 o'clock in the evening on.

Council Member Bompreszi stated she also talked to a landscaper today and with this heat it is better to water in the evening.

Mr. Martin agreed later in the evening. He stated the trouble is watering in the evening you have the water just sit in your grass at night and according to the landscape people they talked to they have more chance for disease than you do with watering in the morning because when the sun comes out...

Mr. Tooley stated they want to see if they can help the Council reach a decision point.

Mr. Martin responded the 10:00 and the 8:00.

Mayor Pro Tem Oliver stated what if they suggested in the evening 8:00 to 11:00 o'clock at night and the morning, 7:00 to 10:00 a.m.

Council Member Holley agreed.

Council Member Bompreszi restated 7:00 to 10:00 a.m. and asked what time at night.

Council Member Medellin stated those are their peak times.

Council Member Bompreszi asked Mr. Martin if he said after 10:00 at night.

Mr. Martin responded it is up to 10:00 in the morning and then after 8:00 in the evening. He added that if they cut it down to just two or three hours it is harder for them to patrol.

Council Member Bompreszi stated 8:00 p.m. to 7:00 a.m. and asked if that is what she is hearing.

Mr. Martin responded no.

Council Member Bompreszi stated she is confused.

Mr. Martin responded 8:00 to 12:00; that is four hours in the evening, two different times.

Council Member Bompreszi stated 8:00 to 12:00 and 7:00 to 10:00 and asked if that is right.

Mr. Randall commented that maybe it might be of value if staff does a little consultation amongst themselves and staff will bring them some opportunities and they will circulate some comments, and maybe Council can give them some input.

Council agreed.

**C-2 Public Hearing to Consider a Resolution Adopting the Article XIII B Appropriations Limit for Fiscal Year 2015-2016**

Director of Financial Services Tim Przybyla stated every year they are required to set this appropriation limit. He advised that this year they have done the calculations and it shows that their approved proposed expenditures for the 2015/2016 budget are well within the appropriation limits and they are asking Council to hold this public hearing and approve the appropriations limit as presented.

Mayor Pro Tem Oliver opened the public hearing and there being no speakers, he closed the public hearing.

**ON MOTION BY COUNCIL MEMBER HOLLEY, AND SECONDED BY COUNCIL MEMBER BOMPRESZI, ITEM C-2, RES. NO. 15-133 WAS ADOPTED UNANIMOUSLY BY A VOTE OF 6-0. ABSENT: MAYOR POYTHRESS.**

**RES. NO. 15-133 A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA, CALIFORNIA ADOPTING THE APPROPRIATION LIMITATION FOR THE 2015-16 FISCAL YEAR**

**D. WRITTEN COMMUNICATIONS**

**D-1 Request from Madera County Transportation Commission for Member Assessment Fee**

Troy McNeil stated he is the Fiscal Supervisor for the Madera County Transportation Commission. He advised that the Commission is again requesting the member assessment fee this year to help pay for the Valley Voice Program and other advocacy efforts. He explained that the Valley Voice Program is to advocate for transportation issues on the state and federal level. He added that Mayor Poythress has been directly involved with these efforts as Chair of the Regional Policy Council and is again planning to attend the Washington, D.C. trip in September. He commented that he believes that Mayor Poythress, even though he is not here, can attest to the importance of this program. Mr. McNeil advised that MCTC requests that the Council approve the assessment fee and offered to answer any questions.

Mayor Pro Tem Oliver asked if anyone has any questions for Mr. McNeil. No questions were asked and Mayor Pro Tem Oliver asked the City Attorney if this is something the Council will have to take action on to approve the member fee.

City Attorney Brent Richardson responded yes and added that they would have to do it by motion.

**ON MOTION BY COUNCIL MEMBER BOMPRESZI, AND SECONDED BY COUNCIL MEMBER ROBINSON, THE MOTION TO APPROVE THE REQUEST FROM MADERA COUNTY TRANSPORTATION COMMISSION FOR MEMBER ASSESSMENT FEE WAS ADOPTED UNANIMOUSLY BY A VOTE OF 6-0. ABSENT: MAYOR POYTHRESS.**

**D-2 Presentation by Dr. John Fitzer on the State Center Community College**

Dr. John Fitzer stated he is the Vice President of the Madera and Oakhurst Centers and with him is Dr. Sandra Caldwell, President of Reedley College, and Madera and Oakhurst. He advised that what they want to do tonight is just kind of give a real quick update on what has been happening at the Madera Community College Center recently. They have taken some very concrete steps in the past year / year and one-half to better serve their students here in Madera. He advised that he wants to talk to them about these things and share with the Council what their plans are coming up.

Dr. Sandra Caldwell thanked the Council for having them here tonight. She came to this Council about a year and one-half ago and some of them may remember. She noted it was a great experience. The Council asked them at that time to come back at a later date and they really wanted to get some things done in order to really bring something back. She commented that one of those things is hiring a vice president for their Madera Community College Center and that is why Dr. Fitzer is presenting tonight. She added that he hit the ground running and has done a lot of work that he is going to be sharing with the Council tonight. She added that she would be remiss if she did not also introduce Mr. Bobby Kahn who is their Trustee for the State Center Community College over their Madera County area so she wanted to make sure and acknowledge him tonight. She noted that he has been a great champion for the Madera community as their board member and she wanted to recognize him as well.

Dr. Fitzer stated he wants to talk a little bit about what they have done beginning with some introductory material. He advised that there has been an organizational change at the Madera Center. He commented that three years ago the Madera and Oakhurst Centers were tied to Willow International or what is now the Clovis Community College Center because of accreditation issues and Clovis' advancement to college status they have moved under securely under Reedley College so they are part of Reedley College.

Dr. Fitzer stated that their student count this semester was over 2,800. They have achieved a very, very healthy growth rate, in fact, second only to the Clovis Center so they are well above what the growth rate has been at City College or at the Reedley campus. He noted that what they have as part of their strategic plan is their Vision 2025 statement and that is that the Madera Community College Center will be an independently accredited comprehensive college by 2025 or at least will be well on the way to being that. Their goal is to really give their students here at Madera the same kinds of opportunities that they have at Fresno, at Clovis, and at Reedley; give them access to a comprehensive community college. To do so they need to do build programs and grow. They have made quite a bit of progress over the last year and really it is a different campus now. They have remodeled their student center, their cafeteria. They have remodeled their multi-purpose room and the classroom sits about 100 students. They hold various types of events. They have done a lot of things to improve their outdoor campus atmosphere such as adding benches and shade structure. They have built a career transfer center and they have also built a STEM (Science, Technology, Engineering, and Math) Tutorial Center. Dr. Fitzer displayed a before and after photo of their cafeteria. They can see it is much more inviting now. It is a much better facility. He added it is the same for their multi-use room, TM-11. Regarding their Career Transfer Center, before they had a beat up old bulletin board and a file cabinet. Now they have a fully functional Career Transfer Center where students can get career assessment, career education, transfer information, and employment services. He stated it is really upping the services for their students. Dr. Fitzer referred to the STEM Tutorial Center and advised that it helps serve students that are in the mathematics, science and engineering courses.

Dr. Fitzer commented that they have also dramatically increased their degrees and certificates offerings, their programs, and their courses. He noted that they were pretty devastated by the cuts that they suffered during the recession and those cuts left huge holes in their curriculum and in their schedule. Over the last year, year and one-half they have taken very determined steps to increase possibilities for their students.



They have added courses, programs, including science and math courses. They have hired chemistry instructors, biology instructors, and they are adding more math classes so they are really building out their programs and courses for their students. They have also looked at scheduling and arranged their schedule so that their students can complete in a shorter period of time. They have increased their efficiencies. Now they are pushing students through much more efficiently and much better. They have increased their degrees offerings at both the Madera and Oakhurst campus. He referred to the display which shows that Madera has increased their degree offerings by 44% and their certificate offerings by 33% in this past year and one-half. Dr. Fitzer referred to the next slide which shows a list of some of the degrees and certificates they now offer. He noted that the items with an asterisk are also available at their Oakhurst campus.

Dr. Fitzer commented that one thing that has been a real game changer for them is that last year they got a grant for \$280,000 and that grant enabled them to buy major equipment such as mills, lathes, and CNC machines so that they can offer a full range of advanced manufacturing courses. He noted that before students could come and take a couple of welding classes or some very basic CTE (Career Technical Education) type courses but not really get anything in terms of a certificate or a degree; now they can.

Dr. Fitzer stated moving forward what they need to do is that they need to increase their participation rate and increase their enrollment. They are looking to work with the high schools so that they provide pathways, dual enrollment opportunities so that students at their high schools can take college courses on their campus for credit. They are also looking at new education programs. They are expanding their STEM offerings, looking at offering a hospitality certificate in Oakhurst and other things. They are also trying to engage with the community more, having the community out to their campus more and having their faculty do different activities in the community.

Dr. Fitzer stated that in order to achieve their growth and their goal of becoming a fully accredited comprehensive college they need desperately regular transportation from the City out to their campus. They are kind of out there a ways and currently their students are depending on Dial-A-Ride which may not be the most efficient for them and a regular service at some point in the future would really advance their cause of becoming a comprehensive college.

Dr. Fitzer extended an invitation to Council to come out to the campus any time. He would be happy to show them around a little bit so they can see firsthand the changes and the positive improvements they have been making on campus.

Mayor Pro Tem Oliver thanked Dr. Fitzer for the presentation.

Council Member Medellin also thanked Dr. Fitzer for being here. He commented that he had a few questions but he thinks Dr. Fitzer answered them all in this presentation especially the transportation aspect. He thinks that is one of the areas where their students are having to have their schedule around transportation versus class schedules. Council Member Medellin stated he would like to talk about the proposed bond that may be on next year's ballot, \$475 million or so, and where Madera County schools such as Oakhurst and the Madera Center fall into that. He knows the 2025 Vision is to have it fully accredited but he was kind of hoping maybe a little sooner on the radar. He asked how this bond can help pursue that with the growth that they have at the Madera Center.

Dr. Caldwell responded that she can tell them that this will be critical for their growth. They absolutely need these facilities in order to build out their Madera Community College Center campus so that they can move into college status. She advised that they do need that capacity looking very much at both the current technical education programs. They want to move toward more ag based programs as well as engineering based programs that is more focusing on the sciences. She noted that they need the actual structures to make that happen. She advised that is really critical. Her recommendation, she can tell them that has come actually from the entire college base and also the charrettes that they had a couple of years ago have brought those recommendations forward. She stated those are the ones administratively that they are recommending to the board. She added that the board is now to the point where they are looking at those priority projects. She asked Trustee Kahn to address that from trustee perspective.

Bobby Kahn, Trustee for the State Center Community College District, stated as Dr. Caldwell said, the bond is critical. If they are going to grow, they have to have these structures. To kind of take them out of the fray of the politics that they are in the middle of as far as the board, he thinks that Council Members should be aware that there is a lot of politics being played right now. As a Council he would like them to stay very closely in tune with that. He thinks, if some of them saw the article in the Fresno Bee last Friday, he would ask that this Council take a strong stance in response to that article. He thinks that he needs to make it clear that Madera as well as Madera County needs to be represented in the bond, that they need to be accounted for, that they need the facilities here in Madera. Their campuses are some of the fastest growing in the district and that they need to have this bond passed but they also need to make sure that Madera is fully involved with that. He added that as a Council, he would encourage them to respond to that letter that was in it through letters to the editor or whatever other means they may take. He doesn't want to get the staff involved with some of the politics so that is why he would choose to speak to that part of it. He thanked Dr. Caldwell and Dr. Fitzer. They have done a tremendous job of taking the Madera campus and really moving it forward. He added that the work that they have done just in the last year has been absolutely incredible. They've got vision, they've got energy and they are lucky they have them on their team. He thanked the Council for their time.

Council Member Medellin added that especially working with their high schools, the CTE and the Pathways Program is absolutely phenomenal. Working together with their high schools and getting these kids certified in 9 months versus two years is going to be great for their job production and getting these kids to work. He thanked them for their efforts.

**E. ADMINISTRATIVE REPORTS**

There are no items for this section.

**F. COUNCIL REPORTS**

Council Member Robinson reported that today he attended the San Joaquin River meeting and they discussed building the trail from the Fish Hatchery all the way down to 99 freeway. He stated it was pretty interesting because he took a tour of the Fish Hatchery and it is amazing. They had all the fish in there and you get to feed them. They are also developing for kids a little trail and they have different stops, what the habitation is all about and how the fish evolve. He noted that it was pretty interesting.

Council Member Robinson reported that on June 12<sup>th</sup> he attended the Administrative Service Policy Committee meeting. Like he said before they discussed how to get people to vote and register to vote for the election.

**G. CLOSED SESSION**

**G-1 Closed Session Announcement – City Attorney**

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

The Council adjourned to closed session at 8:49 p.m. ABSENT: Mayor Poythress.

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

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

Agency Designated Representatives: David Tooley and Wendy Silva

Employee Organizations: General Bargaining Unit  
Mid Management Group  
Madera Police Officers' Association  
Law Enforcement Mid Management Group  
Management Employees

**G-4 Closed Session Report – City Attorney**

The Council returned from closed session at 9:37 p.m. with all members present. ABSENT: Mayor Poythress.

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

**ADJOURNMENT**

The meeting was adjourned by Mayor Pro Tem Oliver at 9:38 p.m.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN**

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

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SONIA ALVAREZ, City Clerk

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ROBERT L. POYTHRESS, Mayor

City of Madera

Council Meeting Of December 16th, 2015  
Agenda Item No. B-2

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

From: Office of the Director of Finance

Subject: Listing of Warrants Issued

Date: 12/16/15

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

November 24th, 2015 to December 4th, 2015

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

General Warrant:	202089-202218	\$	942,998.62
Wire Transfer	Union Bank Payroll and Taxes	\$	556,088.09
Wire Transfer	SDI	\$	1,587.70
Wire Transfer	Cal Pers	\$	146,451.58

Respectfully submitted,



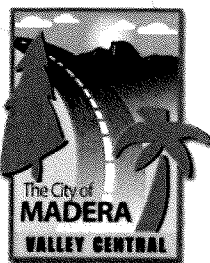
Tim Przybyla  
Financial Services Director

CITY OF MADERA  
REGISTER OF AUDITED DEMANDS FOR BANK #1-UNION BANK GENERAL ACCOUNT  
November 4th, 2015

CHECK	PAY DATE	ISSUED TO	DESCRIPTION	AMOUNT
202089	12/4/2015	GUTIERREZ, MIGUEL	TURF REPLACEMENT REBATE	560.25
202090	12/4/2015	AT&T	10/15 CALNET 3 SVS 9391026394	2,218.44
202091	12/4/2015	ALERT-O-LITE	EQUIPMENT/SUPPLIES	249.41
202092	12/4/2015	ALL VALLEY ADMINISTRATORS	MEDICAL & CHILD CARE EXP 12/2/2015 PR	688.30
202093	12/4/2015	BSK ASSOCIATES	WATER SAMPLES	939.00
202094	12/4/2015	BEDROCK ENGINEERING, INC.	PROF SURVEYING/ENGINEERING SVS	30,400.00
202095	12/4/2015	BLUE SHIELD OF CALIFORNIA	CITY PAID BLUE SHIELD NOVEMBER 2015	247,408.79
202096	12/4/2015	BUGGY SHOWER CAR WASH	PD CAR WASHES	682.50
202097	12/4/2015	CALIFORNIA DEPARTMENT OF JUSTICE	FINGERPRINTING	224.00
202098	12/4/2015	CALIFORNIA DEPARTMENT OF TRANSPORTATION	SHARED MAINTENANCE OF TURN SIGNAL	86.82
202099	12/4/2015	ROLFE CONSTRUCTION	PROJECT ST 10-01 PROGRESS PMT #1	203,688.07
202100	12/4/2015	CALIFORNIA SURVEYING AND DRAFTING SUPPLY	SURVEYING EQUIPMENT	923.41
202101	12/4/2015	MADERA TROPHY	SPECIAL NEEDS SOCCER MEDALS	246.24
202102	12/4/2015	CBCINNOVIS, INC	ACCESS FEE	16.00
202103	12/4/2015	CENTRAL VALLEY TOWING	TOWING FEES-2001 LINC LS 45YV957	200.00
202104	12/4/2015	COLONIAL LIFE & ACCIDENT INSURANCE CO	E700482-3 FOR 12/04/2015 PAYROLL	1,042.48
202105	12/4/2015	COMCAST	11/14- 12/13 SVS 8155500320092096	126.89
202106	12/4/2015	COMCAST	CITY INTERNET CONNECTION 11/15- 12/14/15	1,520.00
202107	12/4/2015	CONCENTRA MEDICAL CENTERS	PRE-EMPLOYMENT PHYSICAL	174.50
202108	12/4/2015	CORELOGIC INFORMATION SOLUTIONS INC	REALQUEST 10/15	201.25
202109	12/4/2015	CROXEN, MARIANNE	CITIZEN ACADEMY DINNER PREP	150.00
202110	12/4/2015	CYRUN	ALLIANCE MAINT & SUPPORT CONTRACT	50,000.00
202111	12/4/2015	DAHL-BECK ELECTRIC	IMPELLER CRACK REPAIR	19,240.02
202112	12/4/2015	DIAMOND COMMUNICATIONS	ALARM MONITORING DECEMBER	727.50
202113	12/4/2015	ADMINISTRATIVE SOLUTIONS INC.	FUNDS ON DEPOSIT FOR MEDICAL CLAIMS	43,060.00
202114	12/4/2015	MANZANAREZ FRANK	Utility Billing Deposit Refund	58.50
202115	12/4/2015	RODRIGUEZ ESTHER	Utility Billing Credit Refund	235.36
202116	12/4/2015	DOSHIER LONNIE	Utility Billing Deposit Refund	112.84
202117	12/4/2015	MEHRTEN TIFFANY	Utility Billing Credit Refund	124.49
202118	12/4/2015	OCHOA MARIA	Utility Billing Credit Refund	142.08
202119	12/4/2015	PEMBROOK MICHELLE R STEWART	Utility Billing Credit Refund	94.35
202120	12/4/2015	LARIOS ANTONIO	Utility Billing Credit Refund	216.53
202121	12/4/2015	PEREZ NOE	Utility Billing Deposit Refund	27.73
202122	12/4/2015	ROSEL NICOLE	Utility Billing Credit Refund	237.25
202123	12/4/2015	MARTINEZ PLACIDO OR CITY OF MADERA	Utility Billing Credit Refund	223.33
202124	12/4/2015	CARLSON DONALD	Utility Billing Credit Refund	188.73
202125	12/4/2015	BETANCOURT LYDIA OR CITY OF MADERA	Utility Billing Deposit Refund	90.00
202126	12/4/2015	BORJAS ROBERT	Utility Billing Credit Refund	1.27
202127	12/4/2015	CARELLA ROBERT	Utility Billing Deposit Refund	70.84
202128	12/4/2015	DASILVA ANDREA	Utility Billing Credit Refund	134.31
202129	12/4/2015	MCLAURY STEPHANIE L	Utility Billing Credit Refund	111.61
202130	12/4/2015	SAUCEDA ROBERTO OR CITY OF MADERA	Utility Billing Credit Refund	55.10
202131	12/4/2015	VELASCO DOROTHY MA D	Utility Billing Credit Refund	118.05
202132	12/4/2015	DEMETRIO RAFAEL	Utility Billing Credit Refund	181.75
202133	12/4/2015	BRISENO BELIA	Utility Billing Credit Refund	107.11
202134	12/4/2015	NUNGARAY JAIME AND MARTINEZ LAGINA	Utility Billing Credit Refund	150.51
202135	12/4/2015	CERVANTES RICARDO	Utility Billing Credit Refund	36.89
202136	12/4/2015	MACIEL PATRICIA OR CITY OF MADERA	Utility Billing Credit Refund	150.40
202137	12/4/2015	VACA ALEJANDRA	Utility Billing Credit Refund	112.04
202138	12/4/2015	MOSS NICOLE	Utility Billing Credit Refund	165.06
202139	12/4/2015	ROSE JESSICA	Utility Billing Credit Refund	73.65
202140	12/4/2015	REDUS EL, LLC	Utility Billing Credit Refund	161.69
202141	12/4/2015	PAYAN ADRIANA	Utility Billing Credit Refund	50.06
202142	12/4/2015	HERNANDEZ AVIGAIL	Utility Billing Credit Refund	133.06
202143	12/4/2015	MCMILLEN WAYNE	Utility Billing Credit Refund	105.50
202144	12/4/2015	SANCHEZ OMAR AND GARCIA DEISY	Utility Billing Credit Refund	90.80
202145	12/4/2015	FONTANILLA NICOLE OR CITY OF MADERA AND AGUILAR NATH	Utility Billing Credit Refund	129.80
202146	12/4/2015	JAKUSZ PROPERTY MAINTENANCE	NOVEMBER 2015 MONTHLY MAINTENANCE	12,284.00
202147	12/4/2015	ENTENMANN-ROVIN CO	BADGE	104.18
202148	12/4/2015	ENVIRO CLEAN	REPAIRED FLOOR MACHINE	707.25

202149	12/4/2015	ESPINOZA SEWER SERVICE	TOILET RENTAL/SVS	160.00
202150	12/4/2015	EVERBRIDGE, INC.	NIXLE ENGAGE SUBSCRIPTION	3,641.05
202151	12/4/2015	EWING IRRIGATION PRODUCTS	IRRITROL REPAIR PANELS	776.47
202152	12/4/2015	4IMPRINT	WATER CONSERVATION COLORING BOOKS	2,229.40
202153	12/4/2015	FIRE SAFETY SOLUTIONS, LLC	FIRE PROTECTION ENG SVS 11/16- 11/30/15	4,200.00
202154	12/4/2015	FLUID COMPONENTS INTERNATIONAL LLC	DIGESTER METHANE GAS FLOW METER	3,872.85
202155	12/4/2015	FUENTES CONCRETE	CONCRETE REPAIR-FRANK BERGON CENTER	2,350.00
202156	12/4/2015	GEIL ENTERPRISES, INC.	STRIP/REFINISH VCT FLRS	3,639.75
202157	12/4/2015	GOLDEN STATE OVERNIGHT	OVERNIGHT SHIPPING	64.73
202158	12/4/2015	HALL, SONIA	GRANT ADMINISTRATOR SVS 11/1- 11/30/15	5,500.00
202159	12/4/2015	HERTZ EQUIPMENT RENTAL	WATER TRUCK RENTAL	1,583.28
202160	12/4/2015	KERTEL COMMUNICATIONS, INC.	REPLACED CABLE/CAMERA @ INTERMODEL FACIL	1,950.00
202161	12/4/2015	KRAZAN & ASSOCIATES INC	PROF CONST SVS TS-18 & HSIPL 5157 (084)	2,565.00
202162	12/4/2015	FIRST TRANSIT INC.	FIRST TRANSIT OCTOBER 2015	73,052.07
202163	12/4/2015	LANE GUIDE	RENEWAL 2016 SUBSCRIPTION	149.00
202164	12/4/2015	LARS ANDERSEN & ASSOCIATES, INC.	PROFESSIONAL SVS CIP PROJ #PK-08	3,144.40
202165	12/4/2015	LEAGUE OF CALIF CITIES	DIVISION MEETING 6/18/15 D. ROBINSON	75.00
202166	12/4/2015	LINCOLN AQUATICS INC.	CHLORINE FOR POOL	2,000.83
202167	12/4/2015	CITY OF MADERA	MISAPPLIED PAYMENT GOES TO BL#30388	22.26
202168	12/4/2015	CITY OF MADERA	TOILET REBATE	100.00
202169	12/4/2015	CITY OF MADERA	CLOTHES WASHER REBATE	50.00
202170	12/4/2015	CITY OF MADERA	MULCH REBATE	50.00
202171	12/4/2015	CITY OF MADERA	MULCH/DRIP IRRIGATION REBATE	80.00
202172	12/4/2015	MADERA COUNTY TREASURER	SEPTEMBER 2015 PARKING PENALTIES	54.00
202173	12/4/2015	MADERA HONDA SUZUKI	BIKE SERVICE CHECK	790.53
202174	12/4/2015	MADERA PRIVATE SECURITY PATROL	SECURITY SVS	1,276.66
202175	12/4/2015	AL VASQUEZ CONSTRUCTION	CLEANUP/REPAIR (BCK YRD)-621 JAMES WAY	2,300.00
202176	12/4/2015	MADERA TRIBUNE	PC NOTICE 12/08/2015	613.96
202177	12/4/2015	MADERA TRIBUNE	ANNUAL SSMP REQUIREMENTS	120.00
202178	12/4/2015	MADERA UNIFORM & ACCESSORIES	UNIFORM ACCESSORIES	155.79
202179	12/4/2015	NATIONAL DATA & SURVERYING SERVICES	TRAFFIC STUDY- LAKE/ADELL, ASHLAN/SHERWD	2,175.00
202180	12/4/2015	N.P.C.-ORCHARD TRUST COMPANY	PLAN #340227-01 FOR 12/04/2015 PAYROLL	5,571.05
202181	12/4/2015	N.P.C.-ORCHARD TRUST COMPANY	PLAN #340227-02 FOR 12/04/2015 PAYROLL	2,655.86
202182	12/4/2015	PACIFIC GAS & ELECTRIC	10/15 SVS 9920095153-3	31,266.32
202183	12/4/2015	P G AND E	11/15 SVS 3819620697-3	1,293.00
202184	12/4/2015	PAY PLUS SOLUTIONS, INC.	CALPERS MONTHLY SUBSCRIPTION DEC 2015	247.00
202185	12/4/2015	ANK QUALITY EXTERIORS INC	BP 20141842-713 CHATEAU PL-PARTIAL REF	777.98
202186	12/4/2015	PECK'S PRINTERY	FINGERPRINT CARDS	150.66
202187	12/4/2015	ASSURANCE FIRE PROTECTION	36 PERMITS OVRCHRGD/PLAN CHECK FEE REF	10,368.00
202188	12/4/2015	MOLINA, JOHN	BP 20151855-401 S I ST/PARTIAL REFUND	87.64
202189	12/4/2015	ART'S CONSTRUCTION CO	BP 20151301-1001 E YOSEMITE PARTIAL REF	207.77
202190	12/4/2015	TAPIA, ALBERT	TURF REPLACEMENT REBATE/2241 RIVERVIEW D	750.00
202191	12/4/2015	HELTON, MARY	TURF REPLACEMENT REBATE	750.00
202192	12/4/2015	ALL STAGE CONSTRUCTION	DEPOSIT REFUND ON TERMED ACCT	1,669.17
202193	12/4/2015	OLIVER, WILL	TRAVEL REIMB WHITE HOUSE LEADERS BRIEFNG	1,016.90
202194	12/4/2015	SOLAR CITY CORP	BUILDING PERMIT 20151648 CANCELLED	122.82
202195	12/4/2015	PETTY CASH - POLICE DEPT.	PETTY CASH REIMBURSEMENT	1,140.54
202196	12/4/2015	PHOENIX GROUP INFO SYS	CITATIONS SEPTEMBER 2015	179.10
202197	12/4/2015	POLICE SCIENCE INSTITUTE, INC.	RANGE USE	175.00
202198	12/4/2015	POSTER COMPLIANCE CENTER	1 YR SUBSCRIPTION RENEWAL	85.32
202199	12/4/2015	Principal Life Insurance Company	DECEMBER 2015 DENTAL BILL	16,580.12
202200	12/4/2015	PROFORCE	KIMBER ULTRA CARRY 3" BARREL	4,118.15
202201	12/4/2015	PUBLIC SAFETY CENTER, INC.	SAFETY EQUIPMENT	366.56
202202	12/4/2015	REGENCE BLUECROSS BLUESHIELD OF UTAH	CITY PD RETIREE MED BILL 12/15 CHUMLEY	296.70
202203	12/4/2015	ROSENBALM ROCKERY	1X4 RIVER ROCKS	76.68
202204	12/4/2015	SCROGGINS, COLE	REIMBURSEMENT FOR PURCHASE OF SUPPLIES	55.80
202205	12/4/2015	Superior Vision Inc	DECEMBER 2015 VISION PLAN	2,270.28
202206	12/4/2015	SYNAGRO WEST, INC.	BIOSOLIDS DISPOSAL	23,287.89
202207	12/4/2015	TESEI PETROLEUM, INC.	FUEL	215.72
202208	12/4/2015	TESEI PETROLEUM INC.	FUEL CHARGES 11/01/15- 11/10/15	15,526.69
202209	12/4/2015	TOTER INC.	RECYCLING CONTAINERS	16,228.35
202210	12/4/2015	TRI COUNTIES LEGAL SUPPORT	ABATEMENT WRRNT-JAY NOEL KEEL-1709 W 4TH	55.00
202211	12/4/2015	UNITED RENTALS, INC	ARTICULATING BOOM LIFT RENTAL	1,303.93
202212	12/4/2015	VANTAGEPOINT TRANSFER AGENTS-457	PLAN #302351 CONTRIBS FOR 12/04/25 PR	18,564.90
202213	12/4/2015	VERIZON WIRELESS	CITY CELL PHONE CHARGES OCT 11- NOV 10	3,115.05

202214	12/4/2015 WATCHGUARD VIDEO	TRANSMITTER/MICROPHONE	2,698.92
202215	12/4/2015 WEST COAST ARBORISTS, INC.	OCTOBER PARK TREE MAINTENANCE	13,942.50
202216	12/4/2015 WILDLIFE CONTROL TECHNOLOGY, INC.	OCTOBER 2015 RODENT CONTROL SVS	1,035.00
202217	12/4/2015 WONDRIES FLEET GROUP	2015 FORD F250 CREW CAB PICKUP	24,148.63
202218	12/4/2015 ZEE MEDICAL SERVICE CO.	SUPPLIES	95.60
		Bank # 1 - Union Bank General Account Total	942,998.62



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## REPORT TO CITY COUNCIL

Approved By:

Department Director

Council Meeting of December 16, 2015

Agenda Item Number B-3

City Administrator

**SUBJECT: CONSIDERATION OF A RESOLUTION APPROVING THE LIST OF PROJECTS FOR FEDERAL TRANSPORTATION FUNDING UNDER THE MAP-21 CMAQ PROGRAM – 2015 CYCLE AND AUTHORIZING THE CITY ENGINEER TO SUBMIT THE PROJECT APPLICATIONS TO THE MADERA COUNTY TRANSPORTATION COMMISSION;**

**AND**

**CONSIDERATION OF A RESOLUTION SUPPORTING AND IMPLEMENTING AB 1012, TIMELY USE OF FUNDING FOR CMAQ PROJECTS**

### **RECOMMENDATION:**

That the City Council adopt Resolutions:

1. Approving the List of Projects for Federal Transportation Funding under the Moving Ahead for Progress in the 21st Century Act (MAP-21), Congestion Mitigation and Air Quality (CMAQ) Competitive Grant Program.
2. Authorizing the City Engineer to submit the project applications to the Madera County Transportation Commission (MCTC) for priority ranking.
3. Supporting and Implementing AB 1012, “Timely Use of Funding” for Federal Funding of Projects in this 2015 Cycle of the Federal CMAQ Program.

### **Engineering**

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

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



## **SUMMARY:**

The City of Madera may submit applications on eligible air quality enhancing projects for federal funding under the October 2015 Call for Projects of the 2015 Cycle of the CMAQ Competitive Grant Program. A maximum of \$600,000 may be awarded for an individual project and a maximum of \$2,300,000 may be awarded to an individual agency. The CMAQ Program requires a local match of 11.47%. Exhibit "A" lists the projects proposed for the Regional Competitive Grant. The priority order of the listed projects may be adjusted at the discretion of the Council.

## **DISCUSSION:**

### **The CMAQ Program**

The most recent federal transportation funding bill, Moving Ahead for Progress in the 21<sup>st</sup> Century Act (MAP-21), maintained the Congestion Mitigation and Air Quality Improvement Program (CMAQ) that was originally created through federal legislation in 1991. CMAQ funds are funneled through Caltrans and programmed by the Madera County Transportation Commission (MCTC), the designated Metropolitan Planning Organization (MPO) for Madera County.

The purpose of the CMAQ program is to fund transportation projects or programs that will contribute to attainment or maintenance of the National Ambient Air Quality Standards (NAAQS) for ozone, carbon monoxide (CO), and particulate matter (both PM<sub>10</sub> and PM<sub>2.5</sub>). The CMAQ program supports two important goals of the U.S. Department of Transportation (Department): *improving air quality and relieving congestion*.

CMAQ funds have already been apportioned and programmed for Madera County through Fiscal Year 2015/16. A complete listing of funded projects and programs is available in the City Engineering Department. Caltrans released the estimated apportionment for new allocation and programming through federal fiscal years FY 2019/20. MCTC developed an expenditure plan for these funds which allocates 60% of the 2015 funds to be apportioned through regional competitive grant program (Cycle 2015). The remaining 40% is apportioned to be set aside as a Lifeline amount.

- **Grant Program**

The amount apportioned for regional competitive grant is called the "Grant Program". The total CMAQ funding to be apportioned is \$4,626,792. These funds are available to local government agencies/districts/jurisdictions and public/private partnerships in the Madera County Region based on project ranking up to the amount available. The projects will be scored on congestion relief, trip reduction, air quality emission reduction, cost benefit ratio and subjective evaluation. Within the Competitive Grant Program, a maximum of \$600,000 in CMAQ funds may be awarded for an individual project and a maximum of \$2,300,000 in CMAQ funds may be awarded to an individual agency for this 2015 Cycle.

- Lifeline

40% of the County's apportionment is set aside for each local agency with Madera County as a guaranteed level of CMAQ funding that can be used for any eligible CMAQ project. This program is not competitive and generally used for projects that meet eligibility requirements but would not score particularly well under the Grant program. The City has the opportunity to program these funds in February 2016. Often projects that are not successful in the Grant program are submitted for lifeline in addition to other new projects as funding allows.

Assembly Bill (AB) 1012, enacted on October 10, 1999, requires that federal funds be used in a timely manner. Given AB 1012 requirements, MCTC requires that each application for CMAQ funds must be accompanied by a formal resolution stating that each project will meet established project delivery schedules and that staff will be directed to ensure timely delivery of the projects.

The last day that project applications will be accepted by MCTC for the Grant program is December 17, 2015.

### **CMAQ – October 2015 Call for Projects of the 2015 Cycle City of Madera Project Listing**

Staff has prepared a list of projects for City Council approval and consideration by MCTC for participation in the CMAQ Program 2015 Cycle. The proposed project list is shown in Exhibit A. MCTC has asked participating agencies to prioritize the project nominations; the listing is presented in a priority order for consideration by Council based on cost-effectiveness. The priorities may be adjusted strategically as applications are finalized.

Eligible projects have been nominated from several departments within the City of Madera.

- ❖ Engineering

*The Engineering Division is nominating two shoulder paving projects that will improve air quality by reducing particulate matter that is generated by traffic in the travel lanes next to the shoulders. These projects help meet the Air District requirements for paving unpaved shoulders.*

- ❖ Public Works

*The Alley Paving Project will help the City meet Air District requirements for eliminating particulate matter from unpaved roadways. Approval of this project will greatly enhance the current maintenance program.*

*Public Works nominated Replacement of older, non-certified, Street Sweeper with a PM-10 certified Street Sweeper (certified to pick up the fine of particulate matter, PM-10). The current sweeper is nearing the end of its useful life and, if not successful in receiving CMAQ funding, will be replaced from the equipment fund subject to funding availability.*

❖ Transit

*Expanding transit service to Madera Community College is the focus for this cycle of CMAQ grant funding. The projects include 1)a rebranding, marketing and outreach campaign benefitting all aspects of transit within the City, 2) operational costs over three years for a trial service to the college; and (3)two additional buses that will be used for the MAX service to the college. These projects may also be eligible for certain Cap-n-Trade funds to help fund gaps in the program or capital expenditures. The Madera Community College has indicated a willingness to participate in the operational costs of the expanded service.*

An internal committee comprised of the department heads from each nominating department/division reviewed the projects and presents this initial priority list. The priorities as presented are based on:

- Cost-effectiveness (project dollar(s) per pound (\$/lb) of emissions reduced with the lower value being more effective in utilizing the funding source).
- Availability of other funding sources to complete these projects (are other sources out there to complete these projects?)

Again, the priority listing as presented is based on cost effectiveness. Council does have the discretion to change the order of the list.

**FINANCIAL IMPACT:**

The City is obligated to provide the local funding match as shown in Exhibit “A” for each project that is successful. When the successful projects are brought forward and included in the City’s Capital Improvement Program budgets, the match will be sought from LTF (Local Transportation Funds), STA (State Transit Assistance Funds), Measure T, or other available local grants and sources. It is not anticipated to obligate any General Fund monies for local matching.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN**

**Strategy 121** - Multi-modal transportation: Develop a city-wide multi-modal transportation plan to ensure safe, affordable and convenient transportation modes for residents and businesses within Madera.

**Strategy 431** – Alternative Energy Use: Develop a City plan to promote both governmental and citizen use of alternative sources of energy.

**Action 433.1** – Continue to adhere to, or improve upon, existing air quality policies.

**RESOLUTION NO. 15 - \_\_\_\_\_**

**RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING THE LIST OF PROJECTS FOR FEDERAL TRANSPORTATION FUNDING UNDER THE MAP-21 CMAQ PROGRAM – 2015 CYCLE, AND AUTHORIZING THE CITY ENGINEER TO SUBMIT THE PROJECT APPLICATIONS TO THE MADERA COUNTY TRANSPORTATION COMMISSION.**

**WHEREAS**, Congestion Mitigation and Air Quality (CMAQ) funds are allocated by the Madera County Transportation Commission (MCTC) pursuant to the Moving Ahead for Progress in the 21<sup>st</sup> Century Act (MAP-21) for Users to receive CMAQ funds; and

**WHEREAS**, local matching funds in the amount of 11.47% of the project cost will be provided by the City of Madera as required to receive CMAQ funds; and

**WHEREAS**, the MCTC has allocated a “Regional Competitive Grant Program” amount of \$4,626,792 of CMAQ funds for local agencies and private/public partnerships; and

**WHEREAS**, MCTC requested application packages for the proposed projects, outlining the intended uses for the CMAQ funds for submittal by December 17, 2015; and

**WHEREAS**, a list of projects to be nominated for the 2015 Cycle of the CMAQ Program funds has been prepared and is attached hereto as Exhibit “A”; and

**WHEREAS**, MCTC will review and prioritize the project applications for funding.

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

1. The above recitals are true and correct.
2. The project list for nomination for the 2015 Cycle of CMAQ funds allocated by the MCTC for the Regional Competitive Grant Program attached hereto and incorporated by reference as Exhibit “A” is approved.
3. The City Engineer is authorized to submit the project applications to the Madera County Transportation Commission for review, prioritizing and funding approval.
4. This resolution is effective immediately upon adoption.

\* \* \* \* \*

# EXHIBIT "A"

## CITY OF MADERA

### PROJECT PRIORITY LIST FOR THE CMAQ REGIONAL COMPETITIVE GRANT PROGRAM – 2015 Cycle

Project Description	Projected Cost Effectiveness (\$/lb reduced)*	CMAQ (max 88.53% up to \$600k)	Local Match (min 11.47%)	Total
1. Alley Paving	< \$2	\$600,000	\$80,000	\$680,000
2. Transit Marketing, Outreach and Rebranding Campaign	\$5 - \$10	\$53,000	\$7,000	\$60,000
3. Golden State Blvd Shoulder Paving	\$5 - \$10	\$110,000	\$15,000	\$125,000
4. Pecan Avenue Shoulder Paving	\$5 - \$10	\$590,000	\$75,000	\$665,000
5. Expanded MAX Service to Madera Community College	\$40 - \$50	\$182,700	\$27,300**	\$210,000
6. Purchase Replacement PM-10 Certified Street Sweeper	\$60 - \$70	\$220,000	\$30,000	\$250,000
7. Two (2) Buses for MAX Service to MCC	\$90 - \$100	\$265,000	\$35,000	\$300,000
	<b>TOTAL</b>	<b>\$2,020,700.00</b>	<b>\$269,300.00</b>	<b>\$2,290,000.00</b>

\* As calculated at time of report. May be revised higher or lower with updated technical information on the estimated emission reductions.

\*\* Madera Community College has pledged 13% match.

**RESOLUTION NO. 15 - \_\_\_\_\_**

**RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA,  
CALIFORNIA, SUPPORTING AND IMPLEMENTING AB 1012,  
TIMELY USE OF FUNDING FOR CMAQ PROJECTS**

**WHEREAS**, AB 1012 has been enacted into State law in part to provide for the “timely use” of Federal and State funding; and

**WHEREAS**, the City of Madera is able to apply for and receive Federal and State funding under the Moving Ahead for Progress in the 21<sup>st</sup> Century (MAP-21) federal transportation act; and

**WHEREAS**, the City of Madera desires to ensure that its projects are delivered in a timely manner to preclude the Madera Region from losing those funds for non-delivery; and

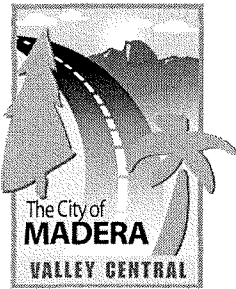
**WHEREAS**, it is understood by the City of Madera that failure for not meeting project delivery dates for any phase of a project may jeopardize Federal or State funding to the Region.

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

1. The above recitals are true and correct.
2. The City of Madera hereby agrees to ensure that all project delivery deadlines for all project phases will be met or exceeded.
3. The City of Madera understands that failure to meet project delivery deadlines may be deemed as sufficient cause for the Madera County Transportation Commission Policy Board to terminate an agency’s project and reprogram Federal/State funds as deemed necessary.
4. The City of Madera directs its management and engineering staffs to ensure all MAP-21 CMAQ projects are carried out in a timely manner as per the requirements of AB 1012 and the directive of the City Council of the City of Madera.
5. This resolution is effective immediately upon adoption.

\* \* \* \* \*


## Report to City Council



Council Meeting of December 16, 2015  
Agenda Item Number B-4

Approved by:

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

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

### **Consideration of a Resolution Amending the City of Madera Classification Plan and Setting the Rate of Compensation for Certain Classifications**

#### **RECOMMENDED ACTION**

It is recommended Council adopt the resolution amending the employee classification plan and setting the rate of compensation for the Police Corporal and Police Lieutenant classifications as well as amending the employee classification plan for the Police Officer I/II, Police Sergeant and Police Commander classifications.

#### **SITUATION**

In it's Fiscal Year 2015-16 budget proposal, the Police Department put forth a revised command structure. The proposed structure includes formalizing the Police Corporal classification and creating the classification of Police Lieutenant. These two new classifications modify the command structure and distribution of duties amongst ranks, necessitating the amendment of the existing classification specifications for Police Officer I/II, Police Sergeant and Police Commander.

#### **Police Corporal**

The Police Corporal classification has existed informally in the department for approximately two years. The department began using officers assigned to the Field Training Officer role as a Corporal who provides lead direction on shift. The Corporal functions as an Officer who is the designated go-to person and/or supervisor when the Sergeant is absent or unavailable. The proposed job description formalizes the position within the City's classification plan.

#### **Police Lieutenant**

The Police Lieutenant will be a division manager within the department and provide administrative type support to the Police Commander and Chief of Police in managing the department and carrying out the department's service delivery goals.

The Police Corporal classification will be placed in the Madera Police Officers' Association bargaining unit and the Police Lieutenant will be placed in the Law Enforcement Mid Management bargaining unit. Staff presented the proposed job specifications to the affected bargaining units for comment and did not receive any negative response.

Job specifications for Police Officer I/II, Police Corporal, Police Sergeant, Police Lieutenant and Police Commander are on file with the Office of the City Clerk.

**FISCAL IMPACT**

Adding classifications to the classification plan does not in and of itself create a fiscal impact. However, classifications are added with the intent to utilize them as part of the City's staffing plan. Appropriate salary ranges for the Police Corporal and Police Lieutenant positions were negotiated and agreed to in the recent negotiations with both the Madera Police Officers' Association and the Law Enforcement Mid Management Unit. There is no proposed compensation change for the Police Officer I/II, Police Sergeant or Police Commander positions, just an update of the job description.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN**

Amendments to the City of Madera classification and compensation plan are not addressed in the vision or action plan; the requested action is also not in conflict with any of the actions or goals contained in that plan.



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

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

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

**SECTION 1.** The Employee Classification Plan adopted by Resolution No. 00-13 is hereby amended by the addition of the Police Corporal and Police Lieutenant. Job descriptions for these positions are on file with the Office of the City Clerk and referred to for more particulars.

**SECTION 2.** The Employee Classification Plan adopted by Resolution No. 00-13 is hereby amended by the modification of the Police Officer I/II, Police Sergeant and Police Commander classifications. Revised job descriptions for these positions are on file with the Office of the City Clerk and referred to for more particulars.

**SECTION 2.** Effective December 16, 2015 the job classifications listed shall be assigned to the designated range in the City of Madera Monthly Salary Schedule "M":

<u>TITLE</u>	<u>RANGE</u>	<u>MIN</u>	<u>MAX</u>
Police Corporal	383	\$4,531	\$5,783
Police Lieutenant	487	\$7,612	\$9,715

\* \* \* \* \*

# CITY OF MADERA

## POLICE OFFICER I/II

*Class specifications are only intended to present a descriptive summary of the range of duties and responsibilities associated with specified positions. Therefore, specifications **may not include all** duties performed by individuals within a classification. In addition, specifications are intended to outline the **minimum** qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.*

### **DEFINITION:**

Under general supervision, performs tasks and duties related to the protection of public health, safety and welfare, and the enforcement of applicable federal, state and local laws; provides traffic enforcement and control; carries out special assignments in a particular phase of police work; performs other related duties as required.

### **DISTINGUISHING CHARACTERISTICS:**

The **Police Officer I** is the entry level class and the **Police Officer II** is the senior class in the Police Officer series. Both are responsible for performance of the full scope of assigned law enforcement duties and responsibilities, under general supervision. The Police Officer I is distinguished from the Police Officer II in that the Police Officer I is the entry-level description in the professional Police Officer series. The Police Officer I serves a twelve month probationary period and is expected to promote to the senior level Police Officer II classification after successful completion of probation.

### **SUPERVISION RECEIVED/EXERCISED:**

Receives general supervision from a higher-ranking position within the Police Department. May provide technical supervision and training if serving in the Field Training Program.

### **ESSENTIAL FUNCTIONS:** *(include but are not limited to the following)*

- Patrols assigned areas by car, foot, motorcycle or bicycle; performs crime suppression and prevention activities; answers special calls; conducts initial and follow-up investigations; interviews victims, complainants and witnesses; answers complaints including domestic disturbances, health code and local ordinance violations; performs surveillance activities; conducts chemical, drug and alcohol testing; investigates suspicious circumstances.
- Enforces traffic laws; conducts complete accident investigations; controls and directs traffic when necessary; performs crowd control, special event or riot duties; assists in crime prevention activities and the control of juvenile delinquency; serves search warrants and subpoenas; administers first aid in cases of emergency; transports, books and is responsible for the care and custody of detained persons.
- Trains and assists less experienced personnel as assigned; may serve as a Field Training Officer or in a variety of special program areas including gang surveillance, community resources, K-9 programs, schools liaison, motorcycle traffic patrol, task forces, crime prevention and administration.

- May serve as a detective; coordinates and conducts complete and detailed investigation of crimes against persons and property, and crimes involving vice, gaming and narcotics violations; performs undercover and surveillance activities; conducts registration and tracking of sex offenders; collects, preserves and maintains evidence and property.
- Obtains and processes evidence; takes written statements; prepares required reports and maintains investigative records; serves warrants and subpoenas; testifies in court in connection with prosecution of offenders; contacts and cooperates with other law enforcement agencies as warranted.
- Performs public outreach and supports and furthers the principles of community oriented policing.
- Responds to questions, concerns and requests for service from the general public; provides information as appropriate and resolves complaints.
- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff, and the public.

#### **WORKING CONDITIONS:**

Position requires prolonged sitting, standing, walking, running, jumping, reaching, twisting, turning, kneeling, bending, squatting and stooping in the performance of daily activities. The position also requires both near and far vision and acute hearing. The position also requires grasping, repetitive hand movement and fine coordination in preparing reports using a computer keyboard and utilizing tools such as handguns and rifles. Additionally, incumbents may work outdoors in all weather conditions including wet, hot and cold. The position entails working in hazardous situations, and may involve abusive persons, potential physical violence and the potential risk of exposure to bloodborne pathogens in the performance of law enforcement duties. The nature of the work also requires the incumbent to drive motorized vehicles, operate a variety of law enforcement equipment, work in heavy vehicle traffic conditions and often work with constant interruptions. Incumbents must have the ability to lift, heft, push, pull and drag up to 160 pounds of dead weight.

**QUALIFICATIONS:** *(The following are minimal qualifications necessary for entry into the classification)*

#### **Education and/or Experience:**

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for a **Police Officer I/II**. A typical way of obtaining the required qualifications is to possess

**Police Officer I** - a high school diploma or equivalent. Prior experience in law enforcement and successful completion of some college course work in criminology, police sciences or a related field is desirable.

**Police Officer II** - two (2) years prior experience in law enforcement in addition to the requirements of a Police Officer I

**License/Certificate:**

Possession of, or ability to obtain, a valid Class C California driver's license, and possession of a Basic Certificate from P.O.S.T. Specialized assignments may require additional P.O.S.T. certifications as necessary.

**KNOWLEDGE/ABILITIES/SKILLS:** *(The following are a representative sample of the KAS's necessary to perform essential duties of the position)*

**Knowledge of:**

Operations and standard operating procedures of a Police Department; applicable federal, state and local laws, codes and regulations; principles of crime prevention and suppression; modern law enforcement methods and procedures, including patrol, crime prevention, traffic control and investigation; methods and techniques of report preparation and writing; basic principles of law enforcement information systems, including a computer and applicable software; occupational hazards and standard safety practices.

**Ability to:**

Gather, analyze and evaluate facts and evidence and reach sound conclusions; act quickly and calmly in emergency situations; function with a significant degree of independence; learn and apply applicable laws, codes and regulations; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships; perform physical requirements satisfactorily in all identified working conditions.

**Skill to:**

Operate an office computer and a variety of word processing and software applications; safely and effectively operate a variety of law enforcement equipment, firearms and a police vehicle in emergency situations; identify and mitigate safety hazards.

**CITY OF MADERA**  
**POLICE CORPORAL**

*Class specifications are only intended to present a descriptive summary of the range of duties and responsibilities associated with specified positions. Therefore, specifications **may not include all** duties performed by individuals within a classification. In addition, specifications are intended to outline the **minimum** qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.*

**DEFINITION:**

Under direction, the Police Corporal serves in a lead capacity in the sworn police officer series performing tasks and duties related to the protection of public health, safety and welfare, and the enforcement of applicable federal, state and local laws; provides traffic enforcement and control; carries out special assignments in a particular phase of police work; performs other related duties as required. Provides supervision in the absence of a Police Sergeant; Police Corporals shall receive the same supervisory training as the Police Sergeant classification to insure consistency in supervision of personnel.

**DISTINGUISHING CHARACTERISTICS:**

The **Police Corporal** is a journey level class in the sworn police officer series. The Police Corporal is responsible for the performance of the full scope of law enforcement duties and responsibilities performed by the Police Officer I/II classification and additionally is assigned supervisory and Field Training responsibilities. Employees in this classification will be responsible during day to day operations until the arrival of a superior officer. This classification differs from that of Police Sergeant in that supervisory duties are generally limited to day to day operations and non-personnel issues.

**SUPERVISION RECEIVED/EXERCISED:**

Receives direction from the Chief of Police, Police Commander, Lieutenant or Sergeant depending upon assignment. Exercises direct supervision over sworn and non-sworn personnel.

**ESSENTIAL FUNCTIONS:** *(include but are not limited to the following)*

- Performs all duties and essential functions of the Police Officer I/II classification.
- As assigned, performs supervisory duties including but not limited to:
  - Provide direct supervision to sworn and non-sworn personnel to plan, organize and manage the activities and services of an assigned shift.
  - Carry out the orders of his/her superior officers; insure department Rules and Regulations are adhered to; report in writing to his/her commanding officer incidents of misconduct, insubordination and neglect of or unfitness for duty.
  - Take charge of critical incidents.
  - Conduct roll calls; inspect members of his/her assigned shift; communicate orders and other necessary information; give instruction and advice as necessary; insure all personnel assigned to him/her are properly equipped and are in proper uniform while on duty.

- Monitor and follow-up, as appropriate, the activities of personnel under his/her charge to determine if police duties, orders and instructions are promptly and efficiently performed.
- Receives and reviews reports from subordinate staff; participates in the preparation and maintenance of reports and records.
- Set a positive example for subordinates to follow, encouraging a relationship of trust and respect.
- May participate in the selection of staff; provide or coordinate staff training, either during shift briefing or designated training days.
- Supervise and conduct complex criminal investigations.
- As a Field Training Officer (FTO), oversee training of new personnel and report progress or deficiencies to superior officers. Assignment of Police Corporals to FTO duties will be at the discretion of the Police Chief to supplement the assigned FTO Police Officers as needed.
- Reviews and evaluates work methods and procedures for improving organizational performance. Gathers and analyzes data and makes recommendations on a variety of administrative, fiscal, personnel and operational issues. Provides information through oral or written reports, email, or memos.
- Participates in the development and implementation of policies and procedures.
- Identifies training opportunities and needs and makes recommendations to department management.
- Performs public outreach and supports and furthers the principles of community oriented policing.
- Responds to questions, concerns and requests for service from the general public; provides information as appropriate and resolves complaints.
- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff, and the public.

### **WORKING CONDITIONS:**

Position requires prolonged sitting, standing, walking, running, jumping, reaching, twisting, turning, kneeling, bending, squatting and stooping in the performance of daily activities. The position also requires both near and far vision and acute hearing. Additionally, incumbents may work outdoors in all weather conditions including wet, hot and cold. The position entails working in hazardous situations, and may involve abusive persons, potential physical violence and the potential risk of exposure to blood borne pathogens in the performance of law enforcement duties. The nature of the work also requires the incumbent to drive motorized vehicles, operate a variety of law enforcement equipment, work in heavy vehicle traffic conditions and often work with constant interruptions. Incumbents must have the ability to lift, heft, push, pull and drag up to 160 pounds of dead weight.

**QUALIFICATIONS:** *(The following are minimal qualifications necessary for entry into the classification)*

**Education and/or Experience:**

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for a **Police Corporal**. A typical way of obtaining the required qualifications is to possess three years of increasingly responsible law enforcement experience and a high school diploma or equivalent. Possession of an associate of arts degree in criminology, police sciences or a related field is desirable.

**License/Certificate:**

Possession of, or ability to obtain, a valid Class C California driver's license. Possession of a P.O.S.T. Intermediate Certificate is desirable.

**KNOWLEDGE/ABILITIES/SKILLS:** *(The following are a representative sample of the KAS's necessary to perform essential duties of the position)*

**Knowledge of:**

Modern principles, practices and techniques of police administration, organization and operation; methods and techniques of supervision, training and motivation; principles and practices of program development, administration and evaluation; administrative and technical aspects of crime prevention and law enforcement activities including investigation and identification, patrol, traffic control, juvenile programs, record keeping, automated records systems, search and seizure, code violations, and care and custody of persons and property; applicable federal, state and local laws, codes and regulations; principles of law enforcement information systems, including a computer and applicable software; occupational hazards and standard safety practices.

**Ability to:**

Plan, organize, direct and evaluate the work of subordinate staff; analyze complex law enforcement issues, evaluate alternatives and reach sound conclusions; make adjustments to standard operating procedures as necessary to improve organizational effectiveness; supervise, train and motivate assigned staff; act quickly and calmly in emergency situations; facilitate group participation and consensus building; function with a significant degree of independence; learn and apply applicable laws, codes and regulations; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships; perform physical requirements satisfactorily in all identified working conditions.

**Skill to:**

Operate an office computer and a variety of word processing and software applications; safely and effectively operate a variety of law enforcement equipment, firearms and police vehicles in emergency situations; identify and mitigate safety hazards.

## CITY OF MADERA

### POLICE SERGEANT

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#### **DEFINITION:**

Under direction, coordinates and supervises the activities and operations of a patrol watch or program unit of the Police Department including implementation of departmental policies and procedures; coordinates activities with other divisions, units, watches, City departments, outside agencies and organizations; performs more difficult and responsible law enforcement and crime prevention supervision and planning; supervises personnel; performs other related duties as required.

#### **DISTINGUISHING CHARACTERISTICS:**

The **Police Sergeant** is the first line supervisor in the sworn police officer series. Employees in this class command an assigned patrol watch or program unit, and provide leadership for ongoing crime prevention, investigative and administrative activities. This classification is distinguished from the next higher level of Police Lieutenant in that the latter is responsible for a major division.

#### **SUPERVISION RECEIVED/EXERCISED:**

Receives direction from a Police Lieutenant, Commander, or the Chief of Police depending upon assignment. Exercises direct supervision over sworn and non-sworn personnel.

#### **ESSENTIAL FUNCTIONS:** *(include but are not limited to the following)*

- Accepts management responsibility for activities, operations and services of an assigned program area including patrol shifts, traffic, detectives, task forces, narcotics and administration; works directly with sworn and non-sworn personnel in the interpretation of City and department policies; coordinates activities with other divisions, units, watches, City departments, outside agencies and organizations.
- Plans, coordinates and reviews the work plan for areas of assigned responsibility; supervises and participates in investigative work; receives, prioritizes and coordinates response to complaints, emergency situations and investigations; supervises and coordinates the allocation of assigned personnel and equipment in response to calls for service, case investigations and administrative issues; spot checks staff work in the field and interviews citizens to see how calls were handled; inspects departmental equipment and ensures that deficiencies are corrected.
- Reviews and evaluates work methods and procedures for improving organizational performance; assists in the training and evaluation of department personnel; conducts and



participates in investigations involving department personnel; receives and reviews reports from subordinate staff; participates in the preparation and maintenance of reports and records.

- Gathers and analyzes data and makes recommendations on a variety of administrative, fiscal, personnel and operational issues. Provides information through oral or written reports, email, or memos.
- Participates in the development and implementation of policies and procedures.
- Identifies training opportunities and needs and makes recommendations to department management.
- Performs public outreach and supports and furthers the principles of community oriented policing.
- Responds to difficult inquiries and complaints; represents the department with other law enforcement services and allied agencies, other City departments, civic groups and the public.
- May supervise special programs such as traffic enforcement, field training officers, K-9 units, gang enforcement, grant programs, and departmental recruitment; conducts staff briefings and gives special orders and instructions.
- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff, and the public.

#### **WORKING CONDITIONS:**

Position requires prolonged sitting, standing, walking, running, jumping, reaching, twisting, turning, kneeling, bending, squatting and stooping in the performance of daily activities. The position also requires both near and far vision and acute hearing. The position also requires grasping, repetitive hand movement and fine coordination in preparing reports using a computer keyboard and utilizing tools such as handguns and rifles. Additionally, incumbents may work outdoors in all weather conditions including wet, hot and cold. The position entails working in hazardous situations, and may involve abusive persons, potential physical violence and the potential risk of exposure to bloodborne pathogens in the performance of law enforcement duties. The nature of the work also requires the incumbent to drive motorized vehicles, operate a variety of law enforcement equipment, work in heavy vehicle traffic conditions and often work with constant interruptions. Incumbents must have the ability to lift, heft, push, pull and drag up to 160 pounds of dead weight.

**QUALIFICATIONS:** *(The following are minimal qualifications necessary for entry into the classification)*

#### **Education and/or Experience:**

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for a **Police Sergeant**. A typical way of obtaining the required qualifications is to possess five years of increasingly responsible law enforcement

experience and a high school diploma or equivalent. Possession of a bachelor of arts degree in criminology, police sciences or a related field is desirable.

**License/Certificate:**

Possession of, or ability to obtain, a valid Class C California driver's license. Possession of a P.O.S.T. Intermediate Certificate is desirable.

**KNOWLEDGE/ABILITIES/SKILLS:** *(The following are a representative sample of the KAS's necessary to perform essential duties of the position)*

**Knowledge of:**

Modern principles, practices and techniques of police administration, organization and operation; methods and techniques of supervision, training and motivation; principles and practices of program development, administration and evaluation; administrative and technical aspects of crime prevention and law enforcement activities including investigation and identification, patrol, traffic control, juvenile programs, record keeping, automated records systems, search and seizure, code violations, and care and custody of persons and property; applicable federal, state and local laws, codes and regulations; principles of law enforcement information systems, including a computer and applicable software; occupational hazards and standard safety practices.

**Ability to:**

Plan, organize, direct and evaluate the work of subordinate staff; analyze complex law enforcement issues, evaluate alternatives and reach sound conclusions; make adjustments to standard operating procedures as necessary to improve organizational effectiveness; supervise, train and motivate assigned staff; act quickly and calmly in emergency situations; facilitate group participation and consensus building; apply applicable laws, codes and regulations; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships; perform physical requirements satisfactorily in all identified working conditions.

**Skill to:**

Operate an office computer and a variety of word processing and software applications; safely and effectively operate a variety of law enforcement equipment, firearms and a police vehicle in emergency situations; identify and mitigate safety hazards.

## CITY OF MADERA

### POLICE LIEUTENANT

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#### **DEFINITION:**

Under general direction, serves as Division Supervisor having direct administrative control of a police division; performs specialized law enforcement and administrative work; performs related work as required.

#### **DISTINGUISHING CHARACTERISTICS:**

The **Police Lieutenant** is a division manager within the Police Department. Incumbents perform a wide variety of police administrative work and perform specialized duties as assigned. Positions in this class exercise supervision over other employees, make assignments, establish priorities, and train and review work of subordinates. Incumbents are responsible all aspects of personnel management and make recommendations to the Police Commander and Chief of Police on such matters.

#### **SUPERVISION RECEIVED/EXERCISED:**

Receives direction from a Police Commander or the Chief of Police depending on assignment; exercises direct supervision over sworn and non-sworn personnel.

#### **ESSENTIAL FUNCTIONS:** *(include but are not limited to the following)*

- Accepts management responsibility for activities, operations and services of an assigned program area including patrol shifts, traffic, detectives, task forces, narcotics and administration; works directly with sworn and non-sworn personnel in the interpretation and implementation of City and department policies; identifies training needs at a department or individual level and implements training plans to meet identified needs.
- Plans, coordinates and reviews the work plan for areas of assigned responsibility; supervises and participates in investigative work; receives, prioritizes and coordinates response to complaints, emergency situations and investigations; supervises and coordinates the allocation of assigned personnel and equipment in response to calls for service, case investigations and administrative issues; performs service delivery quality assurance through regular and continuous spot checks of staff work in the field and interviews of citizens; assumes command of major field events; inspects departmental equipment and ensures that deficiencies are corrected.
- Participates in the forecast of necessary funds for staffing, materials and supplies; discusses and resolves budget issues with appropriate staff; takes responsibility for revenues and expenses and all budget related issues for assigned work areas.
- Assumes command of the department in the absence of both the Chief of Police and Police Commander.
- Reviews and evaluates work methods and procedures for improving organizational performance; assists in the training and evaluation of department personnel; conducts

and participates in investigations involving department personnel; receives and reviews reports from subordinate staff; participates in the preparation and maintenance of reports and records.

- Gathers and analyzes data and makes recommendations on a variety of administrative, fiscal, personnel and operational issues. Provides information through oral or written reports, email, or memos. Makes recommendations on changes to local ordinances. Writes and resents reports for City Council agenda items.
- Takes responsibility for defining policies and procedures and makes recommendations to management staff on departmental implementation of policies and procedures. Proactively identifies departmental deficiencies and works with management staff to identify and implement appropriate actions to resolve deficiencies.
- Identifies training opportunities and needs and ensures identified needs are met.
- Performs public outreach and supports and furthers the principles of community oriented policing.
- Responds to difficult inquiries and complaints; represents the department with other law enforcement services and allied agencies, other City departments, civic groups and the public.
- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff, and the public.

#### **WORKING CONDITIONS:**

Position requires prolonged sitting, standing, walking, running, jumping, reaching, twisting, turning, kneeling, bending, squatting and stooping in the performance of daily activities. The position also requires both near and far vision and acute hearing. The position also requires grasping, repetitive hand movement and fine coordination in preparing reports using a computer keyboard and utilizing tools such as handguns and rifles. Additionally, incumbents may work outdoors in all weather conditions including wet, hot and cold. The position entails working in hazardous situations, and may involve abusive persons, potential physical violence and the potential risk of exposure to blood borne pathogens in the performance of law enforcement duties. The nature of the work also requires the incumbent to drive motorized vehicles, operate a variety of law enforcement equipment, work in heavy vehicle traffic conditions and often work with constant interruptions. Incumbents must have the ability to lift, heft, push, pull and drag up to 160 pounds of dead weight.

**QUALIFICATIONS:** *(The following are minimal qualifications necessary for entry into the classification)*

#### **Education and/or Experience:**

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for a **Police Lieutenant**. A typical way of obtaining the required qualifications is to possess 7 years of increasingly responsible law enforcement experience, including two years in a supervisory capacity comparable to that of a Police Sergeant with the City of Madera and a high school diploma or equivalent. Possession of a bachelor of arts degree in criminology, police sciences or a related field is desirable.

**License/Certificate:**

Possession of, or ability to obtain, a valid California Driver's License. Possession of P.O.S.T. Intermediate and Advanced Certificates. Possession of a P.O.S.T. Supervisory Certificate. Completion of the P.O.S.T. Sherman Block Leadership Institute is desirable.

**KNOWLEDGE/ABILITIES/SKILLS:** *(The following are a representative sample of the KAS's necessary to perform essential duties of the position)*

**Knowledge of:**

Modern principles, practices and techniques of police administration, organization and operation; methods and techniques of supervision, training and motivation; principles and practices of program and budget development, administration and evaluation; administrative and technical aspects of crime prevention and law enforcement activities including investigation and identification, patrol, traffic control, juvenile programs, record keeping, automated records systems, search and seizure, code violations, and care and custody of persons and property; applicable federal, state and local laws, codes and regulations; principles of law enforcement information systems, including a computer and applicable software; occupational hazards and standard safety practices.

**Ability to:**

Plan, organize, direct and evaluate the work of subordinate staff; supervise and participate in the establishment of division goals, objectives and methods for evaluating achievement and performance levels; analyze complex law enforcement issues, evaluate alternatives and reach sound conclusions; make adjustments to standard operating procedures as necessary to improve organizational effectiveness; supervise, train and motivate assigned staff; act quickly and calmly in emergency situations; facilitate group participation and consensus building; apply applicable laws, codes and regulations; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships; perform physical requirements satisfactorily in all identified working conditions.

**Skill to:**

Operate an office computer and a variety of word processing and software applications; safely and effectively operate a variety of law enforcement equipment, firearms and a police vehicle in emergency situations; identify and mitigate safety hazards.

**CITY OF MADERA**  
**POLICE COMMANDER**

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**DEFINITION:**

Under administrative direction, plans, supervises, evaluates and participates in the activities and operations of the Police Department. Serves as a second in command to the Chief of Police; oversees and coordinates assigned activities with other divisions, departments, and outside agencies; provides highly responsible and complex administrative support to the Chief of Police; performs related work as required.

**DISTINGUISHING CHARACTERISTICS:**

The **Police Commander** is the management level class responsible for administration, supervision, activities, and operations within the department, and for providing leadership and professional assistance in developing and implementing the policies, procedures and plans of the department. This classification is distinguished from the next lower classification of Police Lieutenant by the performance of highly responsible and complex departmental management duties.

**SUPERVISION RECEIVED/EXERCISED:**

Receives general direction from the Chief of Police. Exercises direct supervision over sworn and non-sworn personnel.

**ESSENTIAL FUNCTIONS:** *(include but are not limited to the following)*

- Accepts management responsibility for activities, operations and services of the Police Department, including the implementation of departmental policies and procedures; works directly with sworn and non-sworn personnel in the interpretation of City and department policies; supervises the assignment and activities of division personnel; coordinates activities with other divisions, City departments, outside agencies and organizations.
- Supervises and participates in the development, implementation and maintenance of department goals, objectives, policies and procedures; reviews and evaluates work methods and procedures for improving organizational performance and meeting goals; ensures that goals are achieved.
- Identifies and resolves staff deficiencies; fulfills discipline procedures in accordance with City rules, regulations and policies; reviews the work of staff to ensure compliance with applicable federal, state and local laws, codes and regulations.
- Develops and monitors the annual budget; forecasts necessary funds for staffing, materials and supplies; discusses and resolves budget issues with appropriate staff; implements adjustments as necessary.

- Supervises, reviews and participates in the preparation of reports and other written material and the maintenance of departmental records; inspects departmental equipment and ensures that deficiencies are corrected.
- Responds to the most difficult inquiries and requests for information; assists in the hearing and adjustment of citizen complaints; represents the department with other law enforcement services and allied agencies, other City departments, civic groups and the public; plans and facilitates the conduct of special community events requiring law enforcement participation.
- Performs public outreach and supports and furthers the principles of community oriented policing.
- Assumes command of the department in the absence of the Chief of Police.
- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff, and the public.

### **WORKING CONDITIONS:**

Position requires prolonged sitting, standing, walking, running, jumping, reaching, twisting, turning, kneeling, bending, squatting and stooping in the performance of daily activities. The position also requires both near and far vision and acute hearing. The position also requires grasping, repetitive hand movement and fine coordination in preparing reports using a computer keyboard and utilizing tools such as handguns and rifles. Additionally, incumbents may work outdoors in all weather conditions including wet, hot and cold. The position entails working in hazardous situations, and may involve abusive persons, potential physical violence and the potential risk of exposure to blood borne pathogens in the performance of law enforcement duties. The nature of the work also requires the incumbent to drive motorized vehicles, operate a variety of law enforcement equipment, work in heavy vehicle traffic conditions and often work with constant interruptions. Incumbents must have the ability to lift, heft, push, pull and drag up to 160 pounds of dead weight.

**QUALIFICATIONS:** *(The following are minimal qualifications necessary for entry into the classification)*

#### **Education and/or Experience:**

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for a **Police Commander**. A typical way of obtaining the required qualifications is to possess 7 years of increasingly responsible law enforcement experience, including two years in a supervisory capacity comparable to that of a Police Sergeant with the City of Madera, and a Bachelor's degree in criminology, police sciences or a related field. Completion of the P.O.S.T. Leadership Institute and 5 years supervisory experience may be substituted for the educational requirements.

#### **License/Certificate:**

Possession of, or ability to obtain, a valid Class C California driver's license. Possession of P.O.S.T. Intermediate and Advanced Certificates. Possession of a P.O.S.T.

Supervisory Certificate. Completion of the P.O.S.T. Sherman Block Leadership Institute is desirable.

**KNOWLEDGE/ABILITIES/SKILLS:** *(The following are a representative sample of the KAS's necessary to perform essential duties of the position)*

**Knowledge of:**

Modern principles, practices and techniques of police administration, organization and operation; methods and techniques of supervision, training and motivation; principles and practices of program and budget development, administration and evaluation; administrative and technical aspects of crime prevention and law enforcement activities including investigation and identification, patrol, traffic control, juvenile programs, record keeping, automated records systems, search and seizure, code violations, and care and custody of persons and property; applicable federal, state and local laws, codes and regulations; principles of law enforcement information systems, including a computer and applicable software; occupational hazards and standard safety practices.

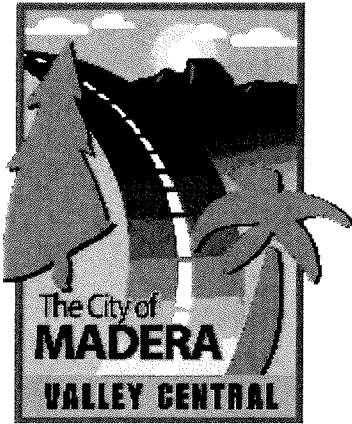
**Ability to:**

Plan, organize, direct and evaluate the work of subordinate staff; supervise and participate in the establishment of division goals, objectives and methods for evaluating achievement and performance levels; analyze complex law enforcement issues, evaluate alternatives and reach sound conclusions; make adjustments to standard operating procedures as necessary to improve organizational effectiveness; supervise, train and motivate assigned staff; act quickly and calmly in emergency situations; facilitate group participation and consensus building; apply applicable laws, codes and regulations; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships; perform physical requirements satisfactorily in all identified working conditions.

**Skill to:**

Operate an office computer and a variety of word processing and software applications; safely and effectively operate a variety of law enforcement equipment, firearms and a police vehicle in emergency situations; identify and mitigate safety hazards.

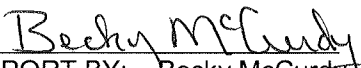




## REPORT TO CITY COUNCIL

MEETING DATE December 16, 2015

AGENDA ITEM NO.: B - 5

  
REPORT BY: Becky McCurdy  
Procurement Services Manager

Approved:

  
Tim Przybylo, Director of Finance

  
David R. Tooley, City Administrator

**Subject: CONSIDERATION OF A RESOLUTION APPROVING AWARD OF AGREEMENT FOR UTILITY BILLING SERVICES TO DATAPROSE LLC, AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT ON BEHALF OF THE CITY.**

### **Recommendation:**

Staff recommends Council Adopt the Resolution approving award of the Utility Billing Services Agreement to DataProse LLC, Inc.

### **Summary:**

The City has need of utility billing services to assist in the preparation and mailing of City utility bills and other types of mailings to residents. This agreement will allow for those services to be provided in a consistent and responsible manner. Twelve bids were received and opened at the Purchasing Office on November 12, 2015. After evaluation by the City, the lowest responsive, responsible bidder with the best overall proposal was DataProse LLC.

**Discussion:**

A. The City has need for a Utility Billing Services agreement in order to provide professional Utility Billing Services for various types of mass mailings to City residents.

B. Notification of the Request for Proposal was published in the Madera Tribune, the City Web Site and direct mail notices were sent to companies that had expressed an interest. The responses received, in order of their ranking, were:

DataProse LLC, Inc.	Coppell, TX
Postal Pros	Albuquerque, NM
DataMatX	Atlanta, GA
Infosend	Anaheim, CA
Focus One	Dearborn, MI
Pre-Sort Center of Fresno	Fresno, CA
The Data Center	Salt Lake City, UT
Questmark	Houston, TX
Visual Gov Solutions	Tampa, FL
Bluegrass Int. Comm.	Lexington, KY
Professional Print & Mail	Fresno, CA
KP LLC	San Leandro, CA

For many years the City has been receiving their billing services from Central Valley Presort in Fresno. During the time that we were out to bid for a service provider that business was sold and the new owners, Pre-Sort Center of Fresno were provided with the information relating to the pending bid process.

There are no local vendors who provide the complete billing services the City requires. We have contacted several local companies to see if they would be interested and all have responded that they would be happy to print the bills, but they are not set up to provide the mailing services. When evaluating this option it was found that the cost rapidly escalated even if we did not consider man hours for the additional handling that would be required of City staff.

**Financial Impact:**

This agreement will be paid with funds already allocated in the various departmental budgets for this type of expense. The base cost for utility billing is lower per unit by approximately \$.06 per bill which will allow the City to recognize a lowering in cost in the neighborhood of \$840.00 per month.

**Consistency with the Vision Madera 2025 Plan:**

Utility Billing Services are not addressed in the Vision and Action Plan, nor is it in conflict with the Plan.

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,  
CALIFORNIA, APPROVING AWARD OF AGREEMENT FOR UTILITY  
BILLING SERVICES TO DATAPROSE, LLC.**

WHEREAS, the City of Madera (the "City") is in need of a firm to provide professional utility billing services; and

WHEREAS, the DataProse, LLC has agreed to provide the necessary billing services in accordance with their response to the City's Request for Proposal; and

WHEREAS, the prices proposed for services as indicated in the response to proposal from DataProse, LLC are found to be fair and reasonable;

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

1. The above recitals are true and correct.
2. A copy of the Agreement with DataProse, LLC which is on file in the office of the City Clerk and referred to for particulars, is hereby approved.
3. The Mayor of the City of Madera is authorized to execute the Agreement and any and all documents necessary to effectuate the Agreement on behalf of the City.
4. This resolution is effective immediately upon adoption

\*\*\*\*\*

## **AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT FOR UTILITY BILLING SERVICES ("Agreement"), made this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, by and between the City of Madera ("City") and DataProse, LLC, ("Service Provider");

### **RECITALS**

A. City desires to retain a qualified firm to provide Utility Billing Services in accordance with the terms of Request for Proposal Utility Billing Services RFP No. 201516-03 ("RFP"). The Service Provider has responded to the Request for Proposals ("RFP") to perform these needed services attached hereto as Exhibit "A" and incorporated herein as though set forth in full and as indicated in the response to RFP attached hereto as Exhibit "B" and incorporated herein as though fully set forth. The City desires to have the Service Provider perform the work in accordance with the RFP and the response thereto prepared by the Service Provider. The work to be performed in accordance with Exhibit "A" and Exhibit "B" is hereinafter referred to as "Utility Billing Services."

B. The Service Provider represents to City that it is a firm composed of highly trained professionals and is fully qualified to conduct these services for City as described in their response to RFP and accepted as final.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, it is agreed by and between the City and the Service Provider as follows:

1. Services. The City hereby employs Service Provider to perform the Utility Billing Services herein set forth in accordance with Exhibit "A" and Exhibit "B" is hereinafter referred to as "Utility Billing Services" at the compensation and upon the terms and conditions herein expressed, and Service Provider hereby agrees to perform such services for said compensation, and upon said terms and conditions City hereby authorizes Service Provider to commence work on January 1, 2016. In the event of any inconsistency between the terms contained in the RFP and response thereto, the terms set forth in the main body of this Agreement shall govern.

2. Compensation. As compensation for all services of Service Provider in performance of this Agreement, City shall pay Service Provider as described herein. For the services rendered pursuant to this Agreement, Service Provider shall be compensated and reimbursed, in accordance with the schedule of fees set forth in Exhibit "B,"

A. Method of Payment. In any month in which Service Provider wishes to receive payment, Service Provider shall no later than the first working day of such month, submit to City in the form approved by City's Finance Director, an invoice for services rendered prior to the date of the invoice. Payments shall be based on the rates as set forth in Exhibit "B" for authorized services performed. City shall pay Service Provider for all expenses stated thereon, which are approved by City consistent with this Agreement, within thirty (30) days of receipt of Service Provider's invoice.

3. Changes. In the event any change or changes in the Scope of Services/Work is requested by City, the parties hereto shall execute a written amendment to this Agreement, setting forth with particularity all terms of such amendment, including, but not limited to, any additional fees. An amendment may be entered into:

A. To provide for revisions or modifications to documents or other work product or work when documents or other work product or work is required by the enactment or revision of law subsequent to the preparation of any documents, other work product, or work;

B. To provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Service Provider's profession.

Any changes to this Agreement requested by either City or Service Provider may only be effected if mutually agreed upon in writing by duly authorized representatives of the parties hereto. This Agreement shall not be modified or amended or any rights of a party to it waived except by such a writing.

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

This Agreement

A. City's Request for Proposal #201516-03, dated September 21, 2015

B. Service Provider's response to RFP dated November 8, 2015 and all attachments thereto, by reference, included herein.

6. Term of Agreement. Unless earlier terminated in accordance with Section 12 of this Agreement, this Agreement shall continue in full force and effect for a period commencing on January 1, 2016, and ending on December 31, 2017, unless extended

by mutual written agreement of the parties. City and Service Provider may, upon mutual agreement of both parties, extend this Agreement for up to three (3) additional one-year terms.

7. Time for Completion. The time for completion of the services to be performed by Service Provider is an essential condition of this Agreement. Service Provider shall prosecute regularly and diligently the work of this Agreement according to the agreed upon schedule of performance set forth in Exhibit's "A" and "B." Service Provider shall not be accountable for delays in the progress of its work caused by any condition beyond its control and without the fault or negligence of Service Provider. Delays shall not entitle Service Provider to any additional compensation regardless of the party responsible for the delay.

8. Performance Schedule

A. Time of Essence. Time is of the essence in the performance of this Agreement.

B. Schedule of Performance. All services rendered pursuant to this Agreement shall be performed pursuant to the agreed upon schedule of performance set forth in Exhibit's "A" and "B." The extension of any time period must be approved in writing by the City's Finance Director.

9. 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 Service Provider, 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 Service Provider shall within ten (10) days of the commencement of such condition notify the Finance Director 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 Finance Director's judgment such delay is justified, and the Finance Director's determination shall be final and conclusive upon the parties to this Agreement.

10. Qualifications of Employees. The City may require dismissal from the work on this contract, employees whom it deems incompetent, careless or otherwise objectionable to the public interest.

11. 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**

Finance Division  
205 W. 4<sup>th</sup> Street  
Madera, California 93637  
559-661-5454

**Service Provider**

DataProse, LLC  
1122 W. Bethel Rd.  
Coppell, TX 75019  
(972) 462-5400

12. Termination

A. Termination for Contract Default. If at any time, in the opinion of the City Council, upon recommendation of the Finance Director, 1) Service Provider fails to conform to the requirements of this contract; 2) Service Provider seeks relief under any law for the benefit of insolvents or is adjudicated bankrupt; 3) any legal proceedings are commenced against the Service Provider which may interfere with the performance of the contract; or 4) Service Provider 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 contract, notice thereof in writing may be served upon him; and should he neglect or refuse to provide means for a satisfactory compliance with contract as directed by the Finance Director within fourteen (14) days from the receipt of such notice the City Council in any such case shall have the right and power, at its option and without prejudice to any other right it may have, to terminate the contract. Any excess of the cost arising there from will be charged against the Service Provider and his sureties, who will be liable thereof. In the event of such termination, all monies due the Service Provider or retained under terms of the contract shall be forfeited to the City; but such forfeiture will not release the Service Provider 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 Service Provider, except that where termination is due to the fault of Service Provider 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, Service Provider shall immediately cease all services hereunder except such as may be specifically approved by the Finance Director. Service Provider shall be entitled to compensation for all services rendered prior to receipt of the notice of termination and for any services authorized by the Finance Director thereafter. Service Provider may terminate this Agreement, with or without cause, upon thirty (30) days written notice to City.

13. Assignment and Subcontracting. The Service Provider shall not assign or subcontract the work, or any part thereof, without the previous written consent of the City, nor shall He 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 Service Provider 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 subservice provider fail to perform in a satisfactory manner the work undertaken by him, his subcontract shall be immediately terminated by the Service Provider upon notice from the City. The Service Provider shall be fully responsible and accountable to the City for the acts and omissions of his subservice 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 subcontract and the City.

14. Independent Contractor. Neither City nor any of its employees shall have any control over the manner, mode, or means by which Service Provider, its agents or employees, perform the services required herein, except as otherwise set forth herein. Service Provider 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 Service Provider's work product, result, and advice. Service Provider 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.

15. Indemnification. The Service Provider 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 Service Provider'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.

16 Insurance Requirements. During the term of this Agreement, Service Provider 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" and incorporated herein as though set forth in full and as indicated in the response to RFP attached hereto as Exhibit "B" and incorporated herein as though fully set forth.

17. Successor and Assigns. City and Service Provider 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.



18. Legal Requirements and Permits. The Service Provider agrees to fully comply with all local, City, State and Federal laws, regulations and ordinances governing performance of contractual services required hereunder, and it will be the responsibility of the Service Provider to obtain any and all necessary licenses, permits and/or clearances.

19. 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.

20. 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.

21. Familiarity with Work. By executing this Agreement, Service Provider warrants that it has carefully considered how the work should be performed and fully understands the facilities, difficulties, and restrictions attending performance of the work under this Agreement.

22. Records and Reports

A. Reports. Service Provider shall periodically prepare and submit to the Finance Director such reports concerning the performance of the services required by this Agreement as the Finance Director shall require.

B. Records. Service Provider shall keep such books and records as shall be necessary to properly perform the services required by this Agreement and enable the Finance Director to evaluate the performance of such services. The Finance Director shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

C. Ownership of Documents. All drawings, specifications, reports, records, documents, and other materials prepared by Service Provider in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Finance Director or upon the termination of this Agreement, and Service Provider shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights or ownership of the documents and materials hereunder. Service Provider may retain copies of such documents for its own use. Service Provider shall have an unrestricted right to use the concepts embodied therein.

D. Release of Documents. All drawings, specifications, reports, records, documents, and other materials prepared by Service Provider in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Finance Director.

E. Cost Records. Service Provider shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred while performing under this Agreement and shall make such materials available at its offices at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment for inspection by City and copies thereof shall be promptly furnished to City upon request.

23. 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.

24. 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.

25. 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 Service Provider. 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.

26. 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.

27. 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

DataProse, LLC

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

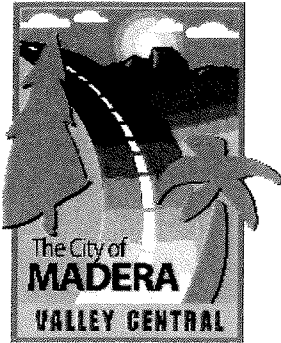
By: William K. Murray, CEO  
William K. Murray 12/7/15

APPROVED AS TO FORM  
City Attorney

ATTEST:  
City Clerk

By: \_\_\_\_\_  
Brent Richardson

By: \_\_\_\_\_  
Sonia Alvarez

**REQUEST FOR PROPOSAL****UTILITY BILLING SERVICES****RFP NO. 201516-03****September 21, 2015****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) copies 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: UTILITY BILLING SERVICES**

**RFP No. 201516-03**

**Filing Deadline: Wednesday, November 11, 2015 - 3:00 P.M.**

B. Attention of bidders is especially directed to the specifications which, in addition to the bid proposal and these instructions, are 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.

C. The 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.

D. The City reserves the right to consider any minor deviations from the specifications and determine the acceptance or rejection of such deviation. The City reserves the right to seek supplementary information from any bidder at any time after official proposal opening and before the award. Such information will be limited to clarification or amplification of information requested in the original proposal.

E. The City of Madera recognizes its policy of providing equal opportunity to all qualified Persons and hereby notifies all bidders that it encourages all bidders to take active race/gender-neutral steps to include Disadvantaged Business Enterprises in this and other City of Madera agreements. Disadvantaged Business Enterprises will be afforded full opportunity to submit bids in response to this invitation. Bidders will not be discriminated against on the grounds of race, color, religious creed, sex or national origin in consideration for award.

F. The City reserves the right to modify this 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. Bidder is responsible 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](http://www.madera-ca.gov) on the Purchasing Department tab, the Bid Announcement and Results page.

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

**No questions or inquiries regarding this RFP 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. Wednesday, October 28, 2015.** 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](mailto:rmccurdy@cityofmadera.com)

FAX: (559) 661-0760

G. 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. The City may request an interview with the top rated companies. A reference check may also be conducted.

H. 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 bidder or their 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 bidder 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.

I. The City reserves the right to seek supplementary information from any bidder 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.

J. 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. The City also reserves the right to apportion the award among more than one company.

K. An award under this RFP will not be based solely on the lowest price. If an award is made, it will go to the bidder(s) with the best overall proposal. The successful proposal will be competitively priced and provide for adequate service to meet the City's needs.

L. An award will be made as soon as possible after the opening of bids. Bid proposals shall remain valid for at least ninety (90) days after the opening of bids. No bid proposal may be withdrawn after the bid opening.

M. It is the City's intent to award a single Contract for the work described. The City reserves the right to award a contract, or make no award, whichever is in the best interests of the City. The City also reserves the right to negotiate the terms and conditions of the contract resulting from this solicitation. The term of the contract

will be for 2 years with three additional 1 year options. Each extension of the contract is subject to the review and recommendation of the City, the satisfactory negotiation of terms (including a price acceptable to both the City of Madera and the selected firm), and annual availability of an appropriation. The successful bidder shall enter into a formal agreement with the 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.

N. 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 of Madera business license.

Bidders will, to the greatest extent feasible, attempt to incorporate local area businesses as subcontractors and suppliers. Bidders will provide documentation of current use of local vendors and upon request, provide records showing ongoing 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.

O. Each bidder shall carefully examine each and every term of this RFP; and each bidder shall judge all the circumstances and conditions affecting their bid. Failure on the part of any bidder to make such examination and to investigate thoroughly shall not be grounds for any declaration that the bidder did not understand the conditions of this RFP.

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 provision of law.

Q. Any Federal or State of California License/Certification/Contractors License required to provide the services and a Certificate of Insurance in accordance with Attachment C: Insurance Requirements for Construction and Service Contracts.

Service provider, his agents, representatives, employees and subcontractors shall maintain current and appropriate vehicle operator licenses for any vehicle operated

within the scope of this 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 of Madera 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 Bid 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. All expenses associated with the preparation and submission of a proposal to the City shall be the sole financial responsibility of the proposer.

## **II. SPECIFICATIONS**

### General Information

The City of Madera is requesting proposals from qualified vendors to provide utility bill printing services including preparation and mailing.

The work performed under this contract consists of, but is not limited to, the preparation of City utility bills to include the Residential and Commercial monthly bill printing and mailing services as outlined in the specifications. On occasion there may be additional items to be processed that may be included with the utility bills. The City is seeking proposals for a two-year agreement with an option to renew annually thereafter upon mutual consent, not to exceed a total of five (5) years.

## **III. SCOPE OF WORK TO BE PERFORMED**

Bidders shall be responsible for:



- A. Entire printing cost of bills including all set-up and preparation costs.
- B. Mail preparation, Zip Code sorting, and postal permit costs. Note: Vendor will bill actual postage to the City.
- C. Price submitted (cost/piece) shall include all materials, storage and labor costs as necessary to complete project herein, to include but not limited to: printing bill, mailing envelopes and response envelopes as specified below.
- D. Monthly bill (sample is provided at Attachment D).
1. The preprinted invoice template needs to be in black ink printed on 20# 8.5" X 11" white paper with the lower 1/3 to be used by the customer when making payment. The actual billing information is to be printed in black ink from a billing file provided by the City with "Past Due" information printed in red.
  2. Vendor must be able to process, print and mail invoices within forty-eight (48) hours after receiving the billing file excluding weekends.
  3. Vendor is to provide:
    - a. invoice paper stock (logo and headings in black ink).
    - b. #9 return envelope (pink paper).
    - c. #10 white window envelope with printed city logo and return address and with use of vendors bulk mail permit.
  4. Approximate # of monthly invoices is currently 14,000.
- E. General Information
1. Invoices will need to have room to print a message which can vary from billing to billing.
  2. Vendor will be required to allow for changes if services are added or deleted.
  3. Billing file format will be comma delimited ASCII files.
  4. Each billing record will contain Zip+4 as provided from the USPS files.
  5. Preprinted stock must be available for purchase by City when needed for any bills created in house.

Overall size of finished bills shall be 8 1/2" X 11" which shall be folded and inserted in a #10 white window envelope along with a #9 (pink colored paper as stated

above) business reply envelope for customer use. The resulting package shall meet all postal regulations.

From time to time the City may require that additional inserts be added to the Utility Bill. These inserts will be provided to vendor in a format such as a PDF file or Word document or other format acceptable to City and vendor. City will pay additional fees resulting from those inserts based on the bid provided.

#### **IV. PROPOSAL CONTENT INSTRUCTIONS**

Please submit four (4) hard copies of your proposal to the City of Madera 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. Please keep your proposal as concise as possible. The proposal must contain the information below. To easily rate your proposal; please format your response to coordinate with the numbering system outlined below. For example, section #1, would be your firm's Transmittal Letter, section #2 would contain the Bid Proposal Authorization Form.

1. Each proposal shall include a transmittal letter with the firm's address, telephone number, e-mail address. The transmittal letter should be signed by a legally authorized representative of the company, briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believes itself to be best qualified to perform the services.
2. Bid Proposal and Authorization Form. Vendor must use the format provided by the City and all blank spaces must be filled. Pricing information is to be submitted on the Bid Proposal and Authorization form or as an attachment to the form. The signature shall be longhand.
3. Each bidder shall provide three references. (Regarding references, bidders shall determine prior to including the references in the proposal that the references are relevant, contact information is accurate, and reference contact has agreed to provide a complete and uncensored testimony.) References provided without accurate contact information will not be considered.
4. Each bidder may, but is not required to, include additional references, resumes and any other materials deemed necessary but not provided otherwise (such as promotional literature, etc.). Note that these materials may or may not be reviewed by all evaluators and may not be part of the official evaluation except to the extent they support qualifications and experience.
5. List all exceptions to the bid documents by reference to the page number. If applicable, include any cost associated with the exception in this section. Exceptions may result in bid rejection. A Vendor deviating from

specifications must specify any and all deviation(s). Failure to note said exceptions shall be interpreted to convey that the Vendor shall perform in the manner described and/or specified in this bid solicitation. If exception(s) are taken or alternatives offered, complete descriptions must be shown separately. If no exceptions are taken write "none."

**V. EVALUATION PROCESS**

**A. Review of Proposals**

An evaluation team will be assembled by the City. Each evaluator will first score each proposal by each of the criteria described below. The evaluation 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.

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

**Evaluation Criteria and Maximum Evaluation Score**

<b>Criteria</b>	<b>Maximum Evaluation Score</b>
Ability to meet the stated requirements including adequacy of proposed staffing, techniques and procedures	20
Past Performance and Experience with emphasis on comparable government experience	20
Conformance to terms of RFP in preparing and submitting the proposal	10
Implementation Plan	15
Cost Proposal Rates	35
<b>Total Maximum Score</b>	<b>100</b>

The City reserves the right to act in the best interest of the City and its residents and businesses, including the right to reject a proposal that is given the highest quantitative scoring in the evaluation process if the proposal is not in the best interest of its residents and businesses.

**VI. NEGOTIATION**

The City of Madera shall reserve the right to negotiate any terms and conditions of the RFPs received, with the final candidate prior to acceptance/rejection of said proposals. Upon determination of the highest ranked Bidder, staff will commence negotiations with the firm that received the highest ranking. The negotiations will be conducted in accordance with City of Madera policies and procedures. When negotiations are successfully concluded, staff will present their recommendation to the City Council.

\* \* \* \* \*

Note: This entire packet should be returned with the bid.

**ADDENDUM NO. 1**

**RFP #201516-03  
Utility Billing Services**

Dated: 10/06/15

Issued by: \_\_\_\_\_  
Becky McCurdy, Procurement Services Manager  
CITY OF MADERA  
Purchasing – Central Supply  
1030 South Gateway Drive  
Madera, CA 93637

The foregoing documents are amended in the respects as herein set forth. This addendum and the amendments herein shall become part of said documents and of any contract entered into pursuant to said documents.

Replace Attachment A – Bid Proposal and Authorization

Remove reference to “2,000 quarterly” in item 1-A of the bid proposal form.


*Purchasing – Central Supply 559/661-5463 fax.- 559/661-0760*

**End of Addendum No. 1.**

**ADDENDUM NO. 2**

**RFP #201516-03  
Utility Billing Services**

Dated: 10/28/15

Issued by:   
Becky McCurdy, Procurement Services Manager  
CITY OF MADERA  
Purchasing – Central Supply  
1030 South Gateway Drive  
Madera, CA 93637

The foregoing documents are amended in the respects as herein set forth. This addendum and the amendments herein shall become part of said documents and of any contract entered into pursuant to said documents.

Filing Deadling is changed from Wednesday, November 11, 2015 to THURSDAY,  
NOVEMBER 12, 2015 – 3:00 P.M.

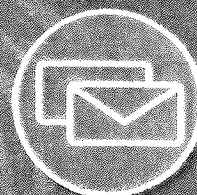
*Purchasing – Central Supply 559/661-5463 fax.- 559/661-0760*

**End of Addendum No. 2.**

ORIGINAL

Presented by

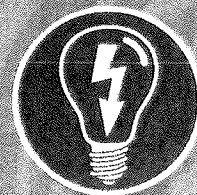
DATA *prose*<sup>®</sup>



Print & Mail



eBusiness



Marketing  
Services

# PROPOSAL FOR SERVICES

BID: UTLITY BILLING SERVICES RFP NO. 201516-03

Attn: **Becky McCurdy**

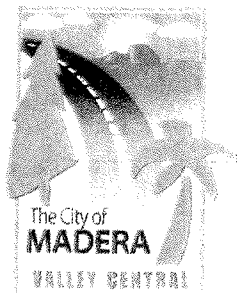
*Procurement Services Manager*

Email: [mccurdy@utilitymadera.com](mailto:mccurdy@utilitymadera.com)

Phone: (559) 661-5463

Fax: (559) 661-0760

UTILITY BILLING SERVICES RFP NO. 201516-03



November 8, 2015

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

Reference: **UTILITY BILLING SERVICES RFP NO. 201516-03**

Dear Becky,

The following proposal is provided by DataProse and meets or exceeds all of the requirements as specified in the City of Madera's RFP. Our response has been developed to meet your specified requirements for print and mail services for the City of Madera's unique need for output services.

We believe the key to success is building long-term relationships with our clients. DataProse offers decades of experience in the critical transactional document production industry, including more than twenty (20) years serving city and county governments and municipal utilities. We currently provide output billing services to over 430 clients across the U.S. including more than 350 municipal utilities, courts and taxing agencies. Our experience includes implementing over seventy (70) Harris Clients. I can personally assure you that DataProse will provide you with the highest level of quality and responsive service available in the market today.

Please note the following as it relates to our response:

- DataProse is in receipt of all formal RFP related documents as provided through the City's website.
- DataProse is taking no exceptions to the terms, conditions, specifications or other requirements listed in the RFP.
- As requested, all pricing and terms are valid for a minimum of ninety (90) calendar days from the date of submittal.
- DataProse is in compliance with the insurance coverage requirements. DataProse will provide the waiver of subrogation and additional insured endorsement within (15) days of selection.
- Related to Proprietary Information, DataProse requests that our references remain proprietary.
- Designs of billing statement samples provided are the property of DataProse.

Our team thanks you for the opportunity and we welcome your questions and input.

Best Regards,



William K. Murray, CEO  
DataProse, LLC  
[bmurray@dataprose.com](mailto:bmurray@dataprose.com)



## Executive Summary

DataProse is a leading provider of outsourced billing and critical transactional document print, mail and e-billing services. For over 25 years the DataProse team has managed document design, composition, print and electronic delivery capabilities by serving the most demanding transaction-oriented consumer markets. We have made the production of customer documents a core part of our business and understand how mission critical it is for all of our clients.

Our history of designing, implementing and managing complex applications has been praised by many of our business partners. In an effort to exceed your expectations, we will work closely as a team to ensure the entire process is handled in a professional and timely manner consistent with The City of Madera's specifications. Our advanced technology and expertise, coupled with the variety of services we offer can dramatically reduce costs and risk. Our goal is to exceed your expectations in quality, timeliness and responsive customer service.

- Organization and Experience: DataProse has over 25 years of experience in providing outsourced print, mail and e-billing services to a broad range of industries. DataProse is headquartered in Coppell, Texas which is also our primary production facility. Additional processing facilities are located in the Los Angeles area and Buffalo Grove, Illinois. Our design, corporate operations and customer management teams are centered in Coppell, TX. (Dallas). Our Coppell, Texas facility is one mile from DFW airport and the USPS Regional Center. We also have a USPS Full Service Postal Unit in our Coppell and Buffalo Grove facilities which allows us to process, package and deliver mail directly into the USPS mail stream within twenty-four hours of processing, thus reducing mail time.
- Summary of Project Approach and Work Plan: Once a decision is reached, we are prepared to implement the solution for printing and mailing your Utility Bills complete with the tracking and reporting functionality provided by our DP Auto customer portal within the stated Implementation timeline. Our Work Plan is attached for your review.
- Overview of Functional & Technical Aspects of Proposed Project: DataProse utilizes the "best-of-breed" industry software: Extreme – Dialogue, to compose and develop applications for print and electronic solutions. This technology allows us to accept data in virtually all file formats and expeditiously create the desired output documents. Future document changes can also be made easily and at lower cost. Our DP Auto customer Portal provides 24/7 file downloading, real time job tracking and detailed processing reports including processing and postage costs by job upon job completion. DP Auto also provides document proofing on-line prior to printing as well as variable messaging onto selected documents. Address updates/corrections reports are also provided from CASS and NCOA through DP Auto. Weekly and monthly summary reporting is also available. DataProse can also provide The City of Madera with the ability to access and view all documents on-line 24/7 with our Search & View document archiving service.

- Review of Distinctive & Desirable Features: DataProse has the years of successful design, implementation and operational experience and industry leading resources to provide a reliable, responsive and cost effective document management and print/mail solution. Our unique primary Coppell production facility contains its own internal USPS Postal Unit and enjoys substantial existing expandable capacity to insure agreed upon SLAs are met or exceeded. The DP Auto customer portal provides complete 24/7 access into all processing and cost information and can track mail through the USPS system if desired. The additional ability to proof documents On-line prior to printing, further enhances DP Auto's value to our customers.

Below are some examples of what makes DataProse one of the leading providers of critical document management and print/mail services in the nation:

- Completely integrated electronic and printed output options.
- A primary focus on critical transactional document services (Not bulk or marketing mail).
- Highest quality processing with secure and auditable processes.
- Online customer portal, DP Auto, for file uploading, proofing, job tracking, CASS and NCOA online detailed reporting, detailed processing and postage cost reports by file, customer service, and SLA & production details.
- Hosted document archive and web presentment options.
- Full Service USPS Postal Unit (DMU) in-house – two locations.
- Expandable processing/mailling capacity to insure SLA's are always met or exceeded. Current daily imaging capacity of 1,595,160. Inserting capacity of 829,000 mail pieces daily. Currently running at 25% of capacity in Coppell, TX facility.
- Experienced, professional programming, implementation and account management team (See attached resumes).
- Streamlined electronic bill presentment and payment (EBPP) options available.
- A 25+ year background of designing high quality customer communications that get results.
- Long standing partnerships with many of the key industry software and solution providers including: Tyler, SunGard, Harris, Springbrook and others.
- Financially secure company that extensively invests in technology, infrastructure, security, quality, equipment and new services and solutions each and every year.

Corporate Headquarters: 1122 W. Bethel Road Suite 100, Coppell, TX 75019  
 - Southwest Production (DMU) (800) 876-5015 - Phone  
 (972) 462-5429 - Fax  
[www.dataprose.com](http://www.dataprose.com)

Midwest Production (DMU): 900 Asbury Drive, Buffalo Grove, IL 60089

Mail Entry Point: Palatine P and DC  
 1300 Northwest Highway  
 Palatine, IL 60095-9997

West Coast Production: 2001 Cabot Place, Oxnard, CA 93030

Primary Point of Contact: Bill Murray  
 (800) 876-5015

## Project Implementation Plan

The general scope associated with this project is estimated at nine (9) weeks as specified in the RFP Document with the understanding that all requested items are returned to DataProse in the timeframe stated. Any changes to the Project Schedule will be documented and updated on your plan and provided to all parties involved.

In order to begin your implementation, the following items will be required:

- Test Data File
- Data Layout
- Client Logo
- New Client Checklist
- NCOA-Link documentation
- Mockup (if applicable)

Your Project Manager will provide you with all documentation necessary to begin development and is able to assist you with any questions you may have from the items listed above. After the completion of the initial development, you will receive samples from DataProse. You and your Project Manager will complete a series of correction and revisions as deemed necessary in order to create your desired new statement design. Once the design of the statement is complete, you will be asked to perform a Parallel Test.

For each project implemented by DataProse, you will be assigned a dedicated Account Manager to facilitate all client communication and funnel all questions or concerns. Your Account Manager will represent DataProse and will be equipped with the necessary information to complete the project. In turn, we ask that one point of contact be established at the client level to facilitate client changes, revisions and final approval for the application to be built. Although various components of the project may be assigned to specific individuals on your team, it is ultimately the main point of contact that the Account Manager will consult regarding format changes and final decisions that may arise while the project is in production.

Each project is also assigned a DataProse developer. This person is responsible for the data programming associated with your application including data mapping and bill design. The Project Manager and Developer work closely to produce your final product. The developer is the person that will be a technical resource for the development of your application in the event data specific questions arise.

It is imperative that all items be received and returned in a quick and efficient manner. Failure to return items as requested may result in a delayed live date. Your project cannot begin until a test data file, data layout and checklist are received. Your project completion date will be assessed once all components are returned and submitted for scheduling. A conference call may be needed within two weeks of project submission in order to answer questions regarding your data set by the assigned development programmer. In most cases, an initial sample of the project can be expected within two to three weeks from project submission. Again, this date is subject to change and will be defined on your project plan from the point of receipt of requested items.

There may be components of your project that will need to be assessed outside of printing and mail delivery. If this is the case, this project will receive its own timeline and requirements in order to obtain the desired product. This includes, but is not limited to NetBill Development – Online bill presentment and payments.

As with any new change, you may see a need to alter the initial sample as presented by DataProse. Your Project Manager will provide you with a Corrections and Revisions Form in order to alter the initial sample. This form is necessary to obtain your final desired project. Your preference may be to increase the font of one section, or add your website and office hours. In any case, be sure to clearly define your requested revisions to your PM and on the correction and revisions form. We understand that it may be necessary to complete a series of corrections and revisions. As a general rule, we anticipate a maximum of three rounds of corrections and revisions.

## Project Timeline

### Project Plan

#### Phase 1 – Project Overview and Scope Defined – Two (2) Weeks

- Schedule a project kick-off session with the City’s team.
- Identify client stakeholders involved and confirm overall project scope.
- Review selected documents components and process. Identify any future changes/recommendations if applicable.
- Review project input checklist (format, fonts, color, messaging, graphing, etc.).
- Following kickoff, build the project schedule and review and gain agreement on project calendar and due dates with key stakeholders.
- Weekly, documented updates will be provided by the DataProse Project Manager assigned to the implementation. These updates will detail the progress made each week as well as review responsibilities and accountability of each stakeholder. Updates will also identify any potential risks to project completion.

### Project Development

#### Phase 2 – Application Development – Five (5) Weeks

- Working collaboratively with the City’s team, create/review layouts, present, refine, and gain final approval (sign-off) regarding offset materials if applicable.
- Working collaboratively with the City, design technical specs, map/code test data, and gain final approval on data map. Included in this segment – scan line testing and preliminary approval of lock box processor.

### Project Execution

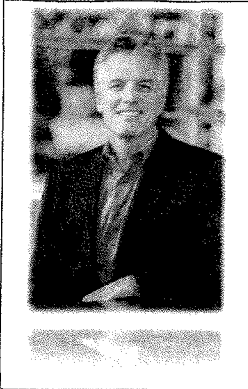
#### Phase 3 – The City and DataProse Staff work together to finalize the project. Estimated time is two (2) weeks.

- Custom stock ordered and received if applicable.
- Postage deposit received or verified with USPS.
- Create “live samples”, present, and gain approval. Lock box approves remit samples.
- Schedule parallel production and confirm cycle schedule with the City.
- Train client contact(s) on DPAuto – your online dashboard for process management, available 24/7 from any internet-connected computer. Includes
  - FTP Process, Archive, Job Tracking, Proofing and Custom Message Management.
- Receive final sign off to proceed.

### Project LIVE

#### Final Phase – LIVE Production Run

## Staff Bios



Bill Murray, CEO & Cofounder

DataProse cofounder Bill Murray built a solid background in electronic printing and strategic account management during his 20 year career with DataProse/CSG, a leading innovator in bill presentment and direct mail. Prior to this, Murray was a top performer during his 14-year sales management career with Xerox Corporation. While at Xerox, he held management positions in the US Marketing Group. In addition to leading the sales organizations, Mr. Murray initiated and managed multiple strategic alliances. He holds a BS in Business Management from California Polytechnic University, San Luis Obispo.

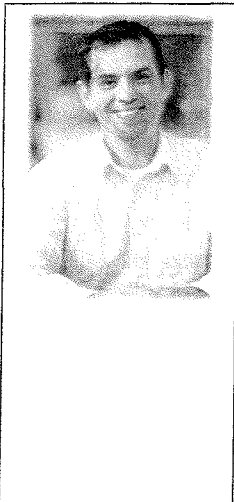
Curtis E Nelson, COO & Cofounder

Curtis Nelson's 20-year tenure in the billing industry with DataProse/CSG includes a special focus on electronic bill presentment and payment systems. "I always try to employ a creative, strategic leadership approach, combined with a strong technical knowledge and continuous education, but our success ultimately depends on a very simple focus: always do what is right for the customer." Managing operations for DataProse, Curtis also focuses in procedural analysis and systems project execution, SAS70, other IT Control Objectives as well as Payment Card Industry standards and guidelines.



Brian Ray, Director, IT Operations

Brian has spent over 16 years managing transactional document production with Xerox. This tenure includes an extensive background in providing technology solutions supporting off-site outsourcing agreements. Brian is a Texas Tech graduate with a BS in Electrical Engineering and has worked several different Information Technology assignments with Xerox before moving into a management role in 2002. In addition to working as an IT design architect with application design, networking, programming and billing - Brian eventually worked his way into a full-time Solution Architect with Xerox. Brian has spent most of the last 15 years improving overall workflow and creating technology efficiencies – including architecting the migration of the people, processes and equipment for one of Xerox's largest banking customers. Brian was the 1999 recipient of the Xerox National Champion of Customer Satisfaction award and in 2004, earned his Lean Six Sigma Greenbelt. Brian joined DataProse in 2013 and has put his talents to use improving on our, already strong processing and production systems.



Gina Randall, Implementation Manager

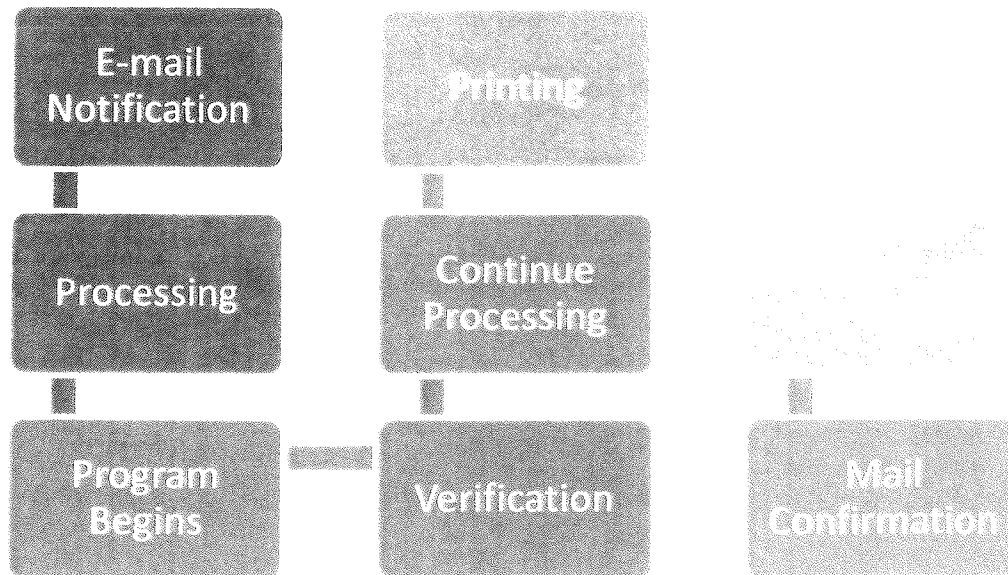
Gina oversees major project implementations and manages DataProse account relationships for the past 10 years. Her dedication and hard work includes detailing project specifications, facilitating communication with various internal and external teams, analyzing client data/statistics and providing client education and training. Gina's vast experience and can-do attitude are valuable assets in meeting and exceeding client expectations.



## In Production...

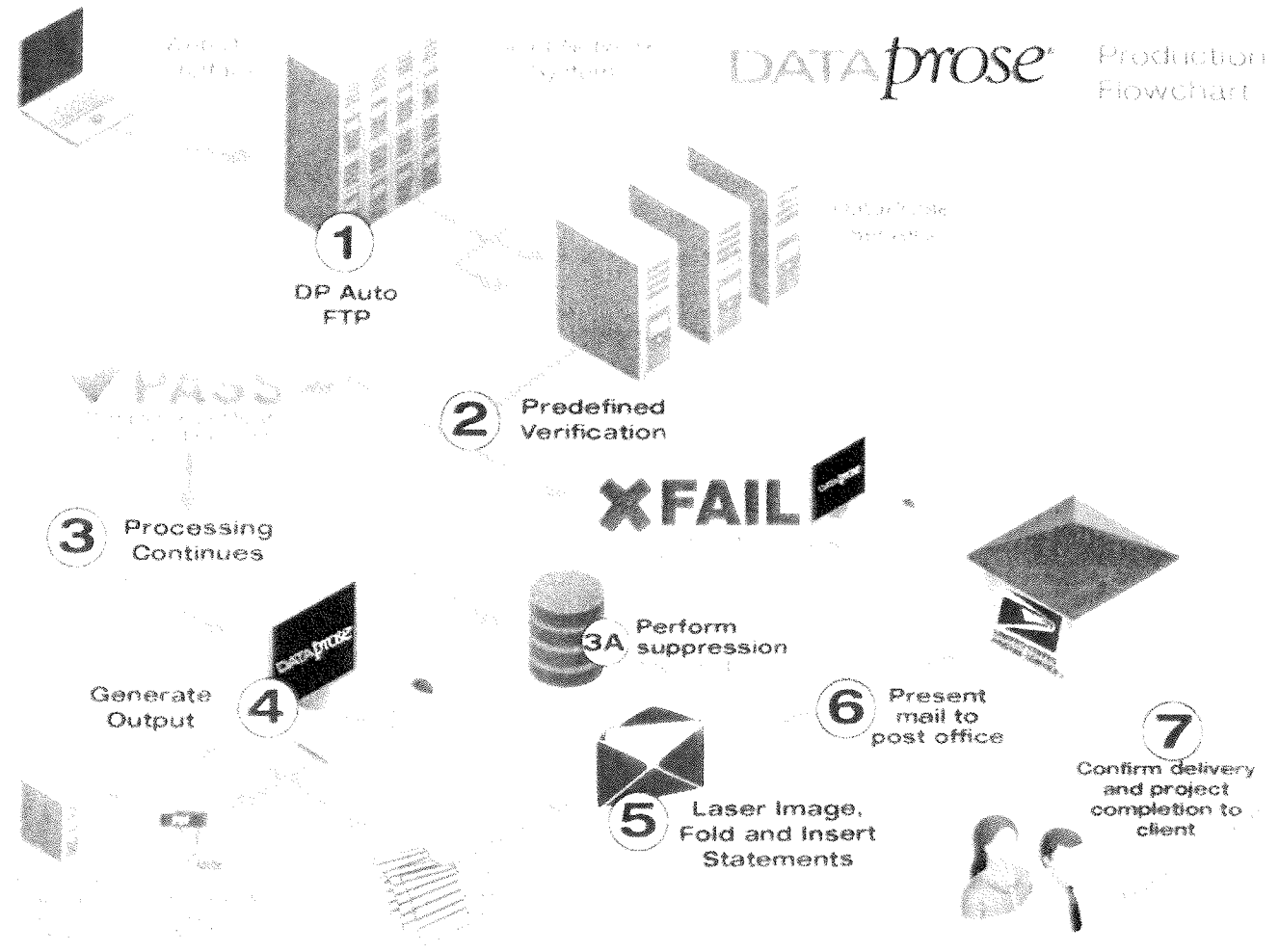
All programs implemented by DataProse have been automated to the fullest extent possible. Upon the receipt of your data, the following process will automatically begin:

- ✓ An email notification will be sent to key DataProse individuals responsible for your application
- ✓ Your data file(s) will be transmitted to the appropriate location for processing.
- ✓ The program will begin
- ✓ We will perform predefined verification steps (Developed application by application)
- ✓ Once your files have been automatically verified for accuracy, the processing will continue.
- ✓ Print files will be prepared (Your bills will then be printed and mailed within 24 hours)
- ✓ PDF files will be generated
- ✓ Electronic data will be downloaded for presentation on the internet
- ✓ Upon completion of the processing, you will be emailed a processing report (usually within 4 hours of receiving your files)
- ✓ And at the time your bills have been delivered to the USPS, you will receive a 2<sup>nd</sup> confirmation of delivery (Usually within 4 hours of mail delivery)



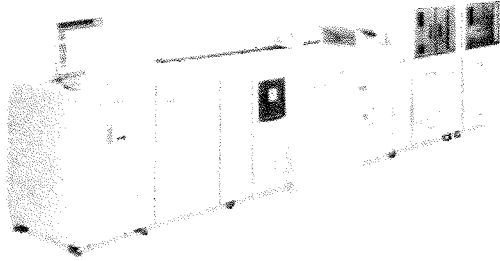
It is only out of our continually changing efforts to meet our client needs that we have purposely added several manual steps for verification in order to ensure that the proper attention is given to the accurate and current insert and insert weight verification and processing verification.

## DataProse Production Flowchart



### Variable Data/Highlight Color Laser Printing

DataProse employs the most advanced Xerox Highlight Color Laser Printers with the ability to print simplex or duplex statements in crisp 600x600 resolution!



Currently, DataProse has seven (5) Xerox DT180's to print statements at a rate of up to 10,000 pieces per hour.

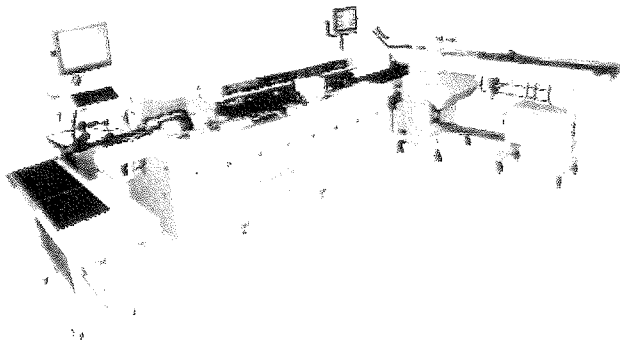
**Availability: Instantaneous**

### Mailing - Finishing

DataProse utilizes Bell & Howell and Pitney Bowes inserting equipment which can produce a wide variety of statements. Using bar-coding techniques that keep each run in order.

100% output verification is becoming the standard of service for all intelligent mail applications. Document Reliability System (DRS) delivers better service to your customers through automated mail piece verification.

DRS utilizes an innovative camera system to read and report each document as it is processed, providing correct sequence assurance, and producing a full audit trail verifying each envelope's completion. The system allows us to quickly identify and fix any doubles, missing documents, or insertion errors mid-stream without compromising the production process or audit trail.



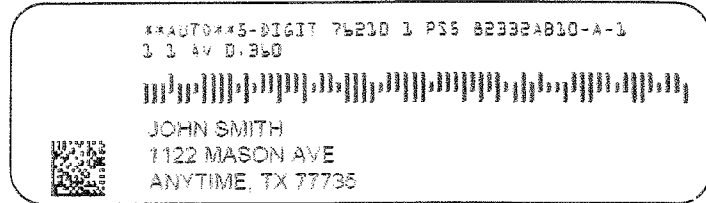
Currently, DataProse has six (6) Pitney-Bowes Mailstream Evolution Inserting System 12's for inserting and finishing at a rate of up to 12,000 pieces per hour.

**Availability: Instantaneous**



## Automated Document Factory / Inserting Integrity

DataProse utilizes a camera verification system to track and verify document specific data to ensure the integrity of each mail piece. The camera captures images of the mail pieces (address window) as they travel through the inserting process in a predefined sequence. The images are transmitted to our system and OCR software reads the barcodes to spot any breaks in the sequence or document specific information. The information that we check and verify includes:



- Envelope Id
- Print Id
- First Page Indicator
- Envelope Sequence Id
- Component Id
- Job Id
- Address Type Id
- Client Id
- Custom Stock

## Preprocessing to Maximize Postage Savings

To insure the highest postage discounts while guaranteeing the accuracy of the addresses and zip codes supplied by you, DataProse will:

- Utilize our software to verify valid addresses from the client's data
- Create a data stream for documents with missing zip codes or bad addresses
- Sort data into mail streams required by the USPS for postage discounts
- Add and verify Zip+4 Post-Net barcode to all addresses to aid presorting, if necessary

## Quality Assurance – Guaranteed Performance

The success of an alliance with DataProse would be based on a consistent level of excellence in ongoing service dependability. Equally important is the assurance of long-excellence in customer service responsiveness, problem solving, and solutions.

DataProse has in place measures to ensure:

- Quality control
- Availability and uninterrupted work flow
- On-time delivery
- Pricing and contract adherence
- Corporate identity and specification adherence
- Strict data security and confidentiality
- Customer service responsiveness
- Accurate and verifiable billing and cost allocation
- Accurate history and usage reports



## After-Hours Support & Escalation

DataProse after-hours support guarantee defined below:

STANDARD PRODUCTION REQUESTS:	URGENT PRODUCTION REQUESTS:	AFTER-HOURS PRODUCTION REQUESTS:
Contact your assigned Account Manager	Email – <a href="mailto:FirstResponseTeam@dataprose.com">FirstResponseTeam@dataprose.com</a> Phone – 972.462.5411	Email – <a href="mailto:FirstResponseTeam@dataprose.com">FirstResponseTeam@dataprose.com</a> Phone – 972.462.5411
Escalation Contact – your Strategic Account Manager Secondary Escalation – Client Relations Manager	Escalation Contact – your Strategic Account Manager Secondary Escalation – Client Relations Manager	IF NO RESPONSE IN 30 MINS, Call After-Hours HOTLINE 888.856.3185

## HIPAA

DataProse has established a dedicated team whose focus is to ensure that every aspect of our business is in compliance with the applicable legislation and its required effective dates. Our continuing goal is ongoing interpretation of the HIPAA regulations and their applicability to the DataProse printing’s operations.



## SSAE 16

Under our SSAE 16 Compliance, all process are certified to Guarantee 100% delivery.

### A Description of the DataProse Quality Control Process:

Quality is at the forefront of the DataProse business model. DataProse will provide quarterly, bi-annual or annual account reviews depending on the client's business needs, which allow DataProse to gauge the satisfaction level of our customers. A typical meeting will address any processing issues and establish planning for product enhancements, document changes or quality control procedures. In addition, we expect open communication and encourage our clients to keep regular contact. Ultimately, the measure of value is left to our customers. With the extremely high contract renewal rate that DataProse has sustained, we have confirmed that our services add value to our clients and are high quality.

DataProse feels the key to a successful vendor customer relationship is matching resources. Having key resources in place that understands the client and their business needs will ensure continued success. DataProse will match resources at the operational level for daily activity, as well as at the executive level for primary decision-making, strategy and key development tasks.

Our ADF (Automated Document Factory) utilizes a Problem Fault Management system called ITSM (IR "Incident Report" System). Each problem, or IR, is tracked as a ticket using an internal computer program. Tickets are entered, updated and closed within this system, allowing users to trace the IR from the reporting of the problem to its closure. Clients are given ticket information, including the ticket number, so that they can call their Account Manager for information regarding a ticket's status.

DataProse's mindset of "zero defects" is the high standard to which DataProse holds itself. The zero defects philosophy encourages everyone to accept no mistakes, delays or rework as a business practice, but rather to learn from the mistakes, set an obtainable goal, develop a plan to reach that goal, and then raise the goal. As employees utilize their quality training, the results have proven to be beneficial to both the employee and more importantly - to the customer. At our Production Centers, quality issues are tracked on a weekly basis and evaluated by management.

DataProse has constructed the Production Centers to have key checkpoints throughout the facilities where each job is scanned and the data is automatically integrated into a database that is available to our customers 24x7. Automated Document Factory (ADF) has been installed and is an internal platform that provides the ability to track mail to the piece level versus job level, presenting greater quality and mail piece integrity for our clients. ADF provides an enhanced level of tracking for documents and related materials for our customers, improving quality of products produced and operational efficiencies.

DataProse also employs both manual and automate checks to facilitate our total quality management as well. First there are several manual checks where a print operator may stop and review the output for errors, streaks, alignment, etc. The insert operators also pauses production to review output like checking for sealed envelopes. We use in house engineers to do regular machine maintenance. We also employ software and hardware audits to ensure quality. For example there is software running on each inserter that tracks the total number of documents in addition to cameras scanning the documents as they process. It's this combination of human, machine and software, each auditing each other, that provides the highest quality.

Along with manual and automated cross checks by production managers and supervisors, our facilities utilize a report known as the "JOBS IN PROGRESS" report. This production related report allows management a physical check-off for all jobs residing within our production centers and aids in maintaining our high quality standards.

DataProse also utilizes a unique feature known as "storyboards", which follows each and every job throughout the facility and is a physical reporting tool used to ensure quality processing for all customers. The storyboard contains specific information related to the job such as SLAs, time stamps, quantities, materials, visual references for production personnel, and customer information. During each phase of the job, it is scanned into the database and the personnel or operator is required to initial the physical storyboard.

## DataProse Quality Control (Cont'd)

In summary, the zero defects philosophy encourages everyone to accept no mistakes, delays or rework as a business practice, but rather to learn from the mistakes, set an obtainable goal, develop a plan to reach that goal and then raise the goal. As employees utilize their quality training, the results have proven to be beneficial to both the employee and more importantly - to the customer.

## Data Security & Business Continuity Plan

DataProse is HIPPA, PCI and SSAE 16 Compliant

DataProse e-bill delivery and on-line payment solutions migrate through our system of networks that are PCI Level 1 compliant. Allowing DataProse to handle your e-bill delivery and/or payments keeps you from having to be PCI Compliant and thus reducing your liability.



### 1. Business Continuity Planning Strategy

Business Continuity Planning (BCP) aims to prevent or minimize damage from disruptions in operations.

DataProse Business Continuity Plans are intended to:

- Prevent a minor incident from becoming a major issue
- Clearly outline roles and responsibilities
- Minimize loss of data and revenue
- Protect the DataProse reputation
- Satisfy the DataProse obligations to its employees, customers, and community
- Comply with applicable laws and regulations

### 2. DATAPROSE Business Continuity Policy

It is the policy of DataProse that plans are developed and maintained to ensure adequate continuity in the event of a disaster. DataProse business continuity plans are designed to protect the interest of our customers, and employees.

### 3. Assumptions

- a) Not all incidents or events will lead to a disaster declaration. The declaration of a disaster will be reserved for major system and/or infrastructure failures (network, facility or computer hardware/software) where initiation of BCP recovery procedures is required.
- b) BCP Plans and recovery procedures are developed around a single disaster or event impacting the DataProse business-critical functions.
- c) Alternate sites/vendors/resources will be available to DataProse at the time of need.
- d) Qualified personnel in sufficient quantities are available to perform recovery activities.
- e) Organizations external to DataProse, such as vendors and government agencies will be reasonably cooperative during the recovery period.

## DataProse Business Continuity (Cont'd)

### 4. Recovery Sites

Our DataProse business continuity strategy integrates alternate DataProse facilities and 3rd Party Alternate Work Site Agreements.

### 5. Recovery Strategy

Recovery facilities are stand-alone production facilities encompassing statement production, warehousing and administrative departments. All plans are developed so that work can be moved from facility to facility and in this way serve to back one another up.

Business Continuity Plans are consistent with the following steps:

#### Declaration:

- DataProse will communicate to all customers that a disaster has been declared and that DataProse is operating in disaster recovery mode.
- DataProse will be responsible for vendor notification - obtaining additional forms and materials for transport to the alternate processing facilities.
- All statements from the impacted facility will be transferred and processed through one of the alternate processing facilities where printing, inserting and mailing functions will take place.

#### Data Transmission:

- Upon a disaster declaration by DataProse, customers will not need to make any change to their statement file transmission method. Customers with dedicated circuits would have to provide statement data via tape or over the internet. (DataProse will provide assistance to those customers wishing to use the internet to ensure connectivity).

#### Printing:

- Printing will be performed by the alternate processing facilities or the third party print and mail vendor.
- DataProse will attempt to use all available custom forms; however, we may elect to use plain white forms without logos to ensure mail is processed in as timely a manner as possible.
- DataProse will make every attempt in a disaster to print utilizing the same type/model of printers as used in non-disaster situations but may elect not to provide highlight color or full business color as an option.

#### Inserting:

- Inserting will be performed by the alternate processing facilities or the third party print and mail vendor.
- Custom inserts will not be included as part of the inserting process. Dynamically created inserts can be included. The decision to include/not to include inserts will be reviewed as the resumption process continues.
- DataProse will continue to handle and be responsible for special handling needs - processing holds, etc.
- Generic carrier and remit envelopes will be used at the onset of the disaster declaration. The decision to include/not to include custom carrier and remit envelopes will be reviewed as the resumption process continues.

**DataProse Business Continuity (Cont'd)****Zip Sorting:**

- DataProse will continue to process mail pieces in zip code order for presentment to the USPS to ensure the best Postal rate is achieved.
- DataProse will provide a report of volume for work processed each day.

**Production Services:**

- DataProse will continue to perform job reconciliation and postage payment functions.
- DataProse will continue to perform reprint capabilities.

**Warehousing:**

- All incoming, receiving, and warehousing functions will be performed by the alternate processing facilities or the third party print and mail vendor.

**6. Client Communications**

As part of a comprehensive communications plan that outlines the management, escalation and communication processes during a disaster situation, the facility general manager will coordinate communications to its internal customers. Working together and in accordance with the overall business continuity plans, communications will share information and/or impacts with clients as timely as is possible.

## DP Auto – Your Secure Customer Portal 24/7

### DPAuto

DPAuto is our 24/7 printing and mailing Secure Customer Portal service. You send your data files to the DataProse Secure DP Auto Internet site. The billing documents are printed, inserted, and mailed within one business day of receiving your data or same day if specified. DP Auto provides a full menu of processing tracking, cost and CASS/NCOA reports. In addition, you may proof documents and add messages to your documents through DP Auto.

DPAuto – Job Processing at your finger tips:

Secure Access:

Welcome to **DP Auto!**

Registered users please log in.


Please Login

User Name

Password

[forgot my password?](#)

This site is secured with  
Internet Explorer 7.0 or higher

 Norton

VeriSign  
ABOUT SSL CERTIFICATES

Secure FTP

Current Application: Regular Bills

Choose Application

**Send Data Files**

Name	Size	Add Files

Number of Statements:

Bill Date (MMDDYYYY):

Check here if you're sending a test file

JobTrax

Completed Job

Job Number	Description	Mail Pieces	Started	Last Activity	Print Facility	Mail Date
36169BA14	Consolidized Statements	65	Feb 24 2014 9:46AM	Feb 25 2014 1:29PM	Dallas	2/25/2014 12:00:00 AM
36169AA14	Cycle Bills	9717	Feb 24 2014 9:46AM	Feb 24 2014 9:14PM	Dallas	2/24/2014 12:00:00 AM
36169CA14	Dunning Statements	1295	Feb 24 2014 9:46AM	Feb 24 2014 4:29PM	Dallas	2/24/2014 12:00:00 AM
36169CA11	Dunning Statements	1271	Feb 21 2014 9:00AM	Feb 22 2014 10:47PM	Dallas	2/24/2014 12:00:00 AM
36169AA11	Cycle Bills	13712	Feb 21 2014 8:50AM	Feb 22 2014 9:14PM	Dallas	2/24/2014 12:00:00 AM
36060AA10	Cycle Bills	9179	Feb 20 2014 9:00AM	Feb 21 2014 4:29PM	Dallas	2/24/2014 12:00:00 AM



**Available Reports for  
84380AA11**

- [view](#) DPSYS\_Report\_84380AA11.pdf
- [view](#) MU\_Output.dat
- [view](#) MU\_OutputSummary.pdf
- [view](#) MU\_Summary.pdf
- [view](#) MU\_Summary.txt

**Reports**

DataProse provides a wide range and types of reporting for client reconciliation for each job/project submitted for production. The most important report that most easily details the breakdown of records received and processed is the "DPSYS Report". This report is presented in a PDF format and is available immediately after processing is complete. Although this is the only report that has been included in the RFP response, there are many others available after processing that provide additional detail.

- DPSYS Report – PDF (Appendix C)
- MU Output Report – PDF (Move Update)
- MU Output Report – DAT (Move Update)
- MU Summary - PDF

Sample Reports:

PROCESSING DESCRIPTION REPORT 2/6/14 10:51			
Client: Coastside County Water District OCR			
File Processed: SAJFilesTemp.zip			
Project Description: Regular Application Project #: 85769RB06			
Mailing Group	# of Bills	# of Impressions	Postage
A (1 ounce)	2395	5700	\$926.26
B (2 ounce)	14	124	\$9.66
C (8 to 99 pages)	2	42	\$0.00
D (100 to 499 pages)	0	0	\$0.00
E (500+ pages)	0	0	\$0.00
I (International)	0	0	\$0.00
X (Hold Bill\Invalid)	0	0	\$0.00
(Bills Suppressed)	140 -	364 -	-
<b>TOTALS</b>	<b>2411</b>	<b>5866</b>	<b>\$935.92</b>
INSERT SUMMARY			
Insert Description	Weight	# of Inserts	
BRE	0.13	1931	
<b>TOTAL INSERTS</b>		<b>1931</b>	
ADDITIONAL INFORMATION			
Records Expected	Records Processed	Pieces Processed	Pieces Printed
3110	3110	2551	2411
Total Flow Pages In Output = 0			
Expected Bill Date - 01/31/2014		Actual Bill Date - 01/31/2014	
Total Current Charges of Records Processed		\$525,565.44	
Total Amount Due of Records Processed		\$518,986.62	
Total Amount Due of Records Processed (No Credits)		\$525,377.84	
Due Date (From Source Data File)		2/28/2014 12:00:00 AM	
DUPLICATE OCRI073112DA50078 6220			
5698 122 36 0 0 0 0 364			

### Itemized Submission Report

1/31/2013 2:02:04 PM

Original Submission File: BK15&16BILLS\_0131.zip

Job ID: 2748

Submission ID: 3721

Client: Bethesda

Submitter ID: BethesdaR

Name: Bethesda Utility Bill

Contact Person: Dana Wells

Phone: 817-295-2131 Fax:

Regular Documents	854	Pages Subm.	854	Images Printed:	1708	Sheets:	854
Unqualified Documents:	0	Pages Subm.	0	Images Printed:	0	Sheets:	0
Non-mailing Documents:	0	Pages Subm.	0	Images Printed:	0	Sheets:	0
<hr/>							
Total Printed Documents:	854						
Omitted Documents	0	Pages Subm.	0	Images Printed:	0	Sheets:	0
eStatements	0	Pages Subm.	0	Images Printed:	0	Sheets:	0
<hr/>							
Total Submitted Documents:	854	Pages Subm.	854	Images Printed:	1708	Sheets:	854
Number of NOAA Updates:	9						

#### Number of Documents requiring extra postage

	Qualified	Others	Total
Between 1 and 2 ounces:	0	0	0
Between 2 and 3 ounces:	0	0	0
Greater than 3 ounces:	0	0	0

#### REPORT EXPLANATION:

Regular Documents - documents whose address has been cleaned and pre-sorted (excludes eStatements).

Unqualified Documents - documents which do not qualify for postal discounts (excludes eStatements).

Non-Mailing Documents - documents which are marked print but do not mail (excludes eStatements).

Omitted Documents - documents that are marked to not be printed (excludes eStatements).

eStatements - documents that are marked for web display only.

Total Submitted Documents - Number of documents submitted.

Pages Subm - number of pages in the input data.

Images Printed - number of laser printed images on one side.

Sheets - Number of pages (Sheets of paper) actually printed.

\*\*\* THIS REPORT IS FOR INFORMATIONAL PURPOSES ONLY \*\*\*

Please be sure to review the bad address report and make the appropriate address corrections in your database to avoid postage costs on undeliverable documents.

Be sure you have a consistent procedure to use every time you create a file for transmission in order to assure proper printing of your documents.

Please notify us of any changes to your system that could affect the format of your submitted documents. Any unexpected changes may delay your mailing!

## NCOALink® Processing Summary Report

The following information is provided by Saton Software, Inc. as a result of running a MOVE Update process

A. Job Information		
1. Job ID DD1NB	2. Total Processed 854	3. Credits Used 854
4. Job Start January 31, 2013 13:57:14	5. Job End January 31, 2013 13:57:15	6. List Returned January 31, 2013 13:57:15
7. Customer PAF ID FBCW5182105205K06J	8. Customer Company DP2 Billing Solutions, LLC	9. Licensee Company Saton Software, Inc.
10. Broker/Agent PAF ID N/A	11. Broker/Agent Company N/A	12. List Name Bethesda - 8721
B. Processing Options		
1. Processing Category Normal	2. Standard Output Returned Y	3. Data Returned COAData
4. Pre-Processing Performed P (From Postal Data)	5. Concurrent Processing Performed None	6. Post-Processing Performed P (From Postal Data)
7. Matching Logic S (Standard)	8. Class of Mail A (First Class)	9. Utilized Processes NCOALink, CASS, DPV, LACSLink, SuiteLink
C. Address Correction Statistics		
1. Total Processed 854	2. Total Errors 17	3. ZIP+4 Coded 837
4. DPV Coded 837	5. LACSLink Matched 0	6. SuiteLink Matched 0
D. NCOALink Statistics		
1. NCOALink Processed 837	2. Total Matches 10	3. No Match Found 827
4. New Address Returned 3	5. New Address Unavailable -	

### Match Found - New Address Provided

Code	Total	Description
4	0	Input record matched
91	0	Secondary number dropped from change of address
92	0	Secondary number dropped from input address

### Match Found - No New Address Available

Code	Total	Description
1	0	Foreign move
2	0	Move Left No Address
3	0	PO Box Closed, no forwarding

### Match Found - Unable to Provide New Address

Code	Total	Description
5	0	New 11-digit DPBC is ambiguous
14	1	New address would not convert to deliverable
19	0	New address not zip-4 coded

### Match Found - Totals by Age in Months

Codes	0 - 3	4 - 6	7 - 12	13 - 18	19+
A, 91, 92	1	0	0	0	0
1, 2, 3	0	0	0	0	0
5, 14, 19	1	0	0	0	0

### No Match Found

Code	Total	Description
0	827	No move found
4	0	Street Address missing secondary
6	0	Conflicting directions, middle name removed
7	0	Conflicting directions, gender related
9	0	Other conflicting instructions
9	0	High-use default
9	0	Rural route default
11	0	Individual Insufficient Name for month
12	0	Middle name test failed
13	0	Gender test failed
15	0	Individual name insufficient
15	0	Secondary number discrepancy
17	0	Other insufficient name
19	0	General delivery
20	0	Conflicting directions after re-drawing
99	0	Address deleted, no forwarding allowed

### Move Type

Code	Total	Description
I	9	Individual
F	1	Family
B	0	Business

Saton Software, Inc.  
100 5th Ave Ste 2200  
Broomfield, CO 80020-2678  
Ph: (303) 357-2600  
Fw: (303) 357-2601

NCOA Move Report

10/1/2013 2:02:55 PM

Submitter ID: BethesdaR Bethesda Utility Bill  
 Receive Date: 01/31/2013 13:54:50

Type	Move Date	Acct #	Acct Name	Previous Address	Current Address
	04/2009	05160	WILLIAM CLAY Phipps	76 EDINA MAE Phipps 6408 COUNTY RD 809 CLEBURNE, TX 76081	831 EVES SPRING DR CANYON LAKE TX 78133- 6432
	07/2012	05307	KENNETH HARMAN	KENNETH HARMAN 2909 CR 807 CLEBURNE, TX 76081-7967	1304 S BROADWAY ST JOSHUA TX 76068-5131
	07/2009	08873	BRIAN SUMMERLIN	BRIAN SUMMERLIN 8117 COUNTY RD 809 CLEBURNE, TX 76081-0988	105 COUNTY ROAD 213B ALVARADO, TX 75009-5422
F	08/2012	09700	JASON PARTING	220 BARKLEY DR HICKORY CREEK, TX 75063- 2949	4201 BRAYMORE DR ROBERTS AR 72459-8508
	08/2009	11170	GALE WISBIM	STEPHEN BELCHER 1813 CONVEYOR DR JOSHUA, TX 76068-4537	2233 COUNTY ROAD 507 CLEBURNE, TX 76081- 7977
	10/2011	12087	JEANNE KNIGHT	JEANNE KNIGHT 8317 CONVEYOR DR CLEBURNE, TX 76081-7767	1831 JOHNARDEN CR APT 97 WABASHACHE, TX 75162- 4925
	08/2011	12997	CHRISTOPHER A BARAKS	KRISTINE A BARAKS 2017 COUNTY RD 708 JOSHUA, TX 76069	9001 RAVENS CT MATTHEWS, NC 28104- 9137
	01/2012	19114	PAT PENWAZDEN	185 BOWE ST MABANK, TX 75125-8015	PO BOX 3418 MABANK, TX 75147-3018
	09/2011	18837	CHRISTOPHER BARAKS	KRISTINE BARAKS	9001 RAVENS CT MATTHEWS, NC 28104

Type = I(Individual)/F(Family)/B(Business)

Page 1

### Non-Standard Address Report

1/31/2013 2:02:05 PM

Original Submission File: BK12010BILLS\_0131.zio

Submission ID: 3721

Job ID: 2748

Client: Bethesda

Submitter: BethesdaR Name: Bethesda Utility Bill

NOTE: The following addresses need to be corrected on your computer system. They have been mailed and delivery will be attempted but may be unsuccessful.

Addr ID# 05581

TIM SMITH  
1117 COUNTY RD 701 A  
CLEBURNE, TX 76031-1179

491 -- Failed DPM because of invalid primary

Addr ID# 05582

O E SHIPP  
1048 COUNTY RD 701 A  
CLEBURNE, TX 76031-7982

491 -- Failed DPM because of invalid primary

Addr ID# 05589

WIM V BONDIE  
1201 COUNTY RD 701 A  
CLEBURNE, TX 76031-7929

491 -- Failed DPM because of invalid primary

Addr ID# 05513

M A WIZE  
1205 COUNTY RD 701 A  
CLEBURNE, TX 76031-7924

491 -- Failed DPM because of invalid primary

Addr ID# 05615

DONALD R VA JOHN  
1200 COUNTY RD 701 A  
CLEBURNE, TX 76031-7924

491 -- Failed DPM because of invalid primary

Addr ID# 08202

JAMIE LYNN BLATON  
1018 COUNTY RD 701 A  
CLEBURNE, TX 76031-9188

491 -- Failed DPM because of invalid primary

Addr ID# 12673

SALVISTA HISPANA MISION  
LAKE PARKER  
101 FM 5045  
JOSHUA, TX 76033

411 -- Primary number invalid

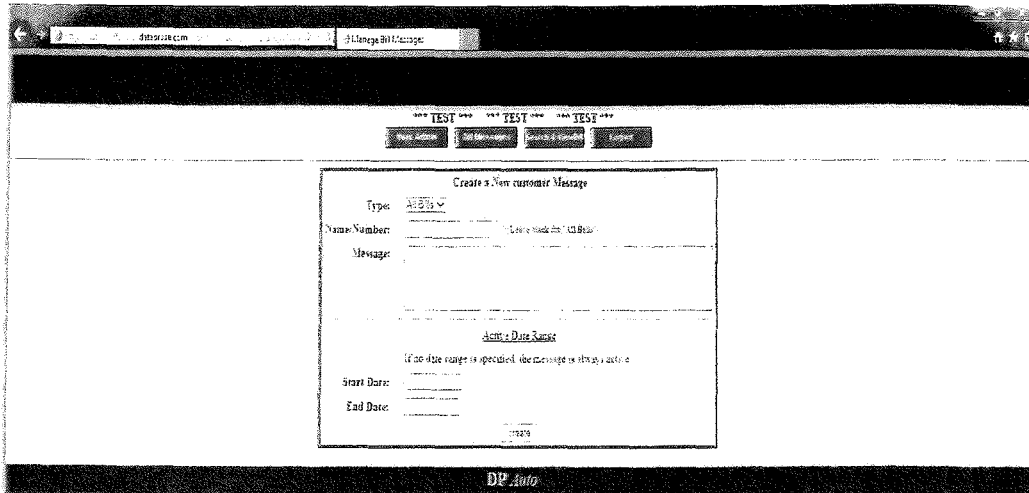
## SUBMISSION BREAKDOWN REPORT

Original Submission File: BK18318BILLS\_D121.zip Job ID: 2748  
 Submission ID: 3721  
 Client: Bethesda  
 Submitter ID: BethesdaP Name: Bethesda Utility B

Total Number of Documents: 854  
 Number with Extra Pages: 0  
 Total Number of Input Pages: 854 Avg. per Doc.: 1.0000  
 Number of Documents Cleared: 854  
 Number of Documents w/ +4 zip: 837  
 Number of Documents w/ DPSC: 837  
 Number of Documents Sanposable: 837  
 Documents Preson Qualified: 854  
 Number of Documents Generated: 854  
 Number Documents with Extra Printed Pages: 0  
 Number of Documents w/ + 4 pages: 0  
 Number of Documents w/ + 5 pages: 0  
 Total Number of Output Pages: 854 Avg. per Doc.: 1.0000

Troy#	Total	=	1 Page	+ 2 Page	+ Multi	+ Heavy
1	250		250	0	0	0
2	218		218	0	0	0
3	250		250	0	0	0
4	87		87	0	0	0
5	19		19	0	0	0
6	1		1	0	0	0
7	2		2	0	0	0
8	30		30	0	0	0
9	17		17	0	0	0
Cleared	854		854	0	0	0
Total	854		854	0	0	0

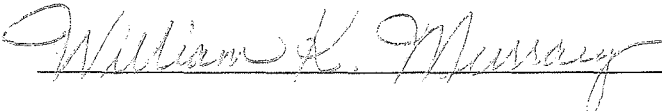
Manage your statement messaging:





## REQUIRED FORMS

CITY OF MADERA  
BID PROPOSAL and AUTHORIZATION  
UTILITY BILLING SERVICES  
RFP NO. 201516-03

Date	<u>11/08/2015</u>
Company Name	<u>DataProse, LLC</u>
Street Address	<u>1122 W. Bethel Rd</u>
City/State/Zip	<u>Coppell, TX 75019</u>
Phone Number	<u>(972) 462-5400</u>
Email	<u>bmurray@dataprose.com</u>
Person Preparing the Bid	<u>William K. Murray</u>
Position	<u>CEO</u>
Signature	<u></u>

The Vendor declares that they have carefully examined all aspects of this RFP which is incorporated herein by reference; and agree that if this bid is accepted, they will enter into an Agreement with the City to do all the work and/or furnish all material and/or services necessary to completely perform said Agreement in the manner and time prescribed, at the cost stated below and in accordance with and subject to all applicable laws of the State of California.

QUANTITY	DESCRIPTION & UNIT PRICE	UNIT COST
1 Each	Printing, processing and posting of City Utility Bills as Listed below:	
	Utility Bills	\$ <u>0.103</u> /Piece
	Postage (**Assuming Zip +4)	\$ <u>.391</u> /Piece (Actual Cost Will Apply)
	Set-up/Programming Fee (**if applicable)	\$ <u>No Charge</u> /Lump Sum
	Additional pages as needed	\$ <u>.035</u> /Piece
	Additional Postage (**Assuming Zip +4)	\$ <u>Actual Cost if more than 2 oz</u> /Piece
	Other Fees/Charges (list any additional charges not specified above)	
	_____	\$ _____ /
	_____	\$ _____ /
	_____	\$ _____ /
	_____	\$ _____ /
	_____	\$ _____ /

Optional Charges/Services:

Statement Archive – not needed at this time per RFP		
– 18 months of storage with Unlimited Viewing	\$0.015	Per Page
Oversized bills (8-99 pages) – includes 9 x 12 envelope	\$0.20	Per Bill
Oversized bills (100+ pages) – includes box		
Additional programming – client requested/approved	\$4.00	Per Bill
NCOALink (Address Correction/Update)	\$125	Per Hour
Bill Suppression (Data Processing only)	\$0.40	Per Address Correction
Offline folding – if required	\$0.05	Per Bill
Special Handling – Overnight + FedEx Charge	\$0.005	Per Bill
	Cost	Per Request

Stated quantities are subject to increase/decrease at the discretion of the City.

\*\*Postage shall remain firm for first year of agreement, should there be increases in cost of postage after first year. City will pay actual cost of increased postage upon presentation of documentation from vendor proving increase in postage costs.

\*\*\*Set-up/Programming Fee is a one-time only charge to be included in the first monthly billing, if applicable.

**ADDENDUM NO. 1**

**RFP #201516-03**  
**Utility Billing Services**

Dated: 10/06/15

Issued by: \_\_\_\_\_  
Becky McCurdy, Procurement Services Manager  
CITY OF MADERA  
Purchasing – Central Supply  
1030 South Gateway Drive Madera, CA 93637

The foregoing documents are amended in the respects as herein set forth. This addendum and the amendments herein shall become part of said documents and of any contract entered into pursuant to said documents.

Replace Attachment A – Bid Proposal and Authorization

Remove reference to “2,000 quarterly” in item 1-A of the bid proposal form.

Purchasing – Central Supply 559/661-5463 fax- 559/661-0760

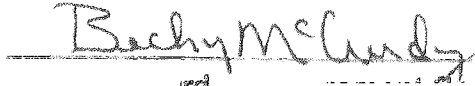
End of Addendum No. 1.

ADDENDUM NO. 2

RFP #201516-03  
Utility Billing Services

Dated: 10/28/15

Issued by:

  
rd

The foregoing documents are amended in the respects as herein set forth. This addendum and the amendments herein shall become part of said documents and of any contract entered into pursuant to said documents.

Filing Deadline is changed from Wednesday, November 11, 2015 to THURSDAY, NOVEMBER 12, 2015 - 3:00 P.M.

Purchasing - Central Supply 559/661-5463 fax: 559/661-0760

End of Addendum No.2.

Utility Billing Services  
RFP 201516-03

Response to Questions

1. Can you tell me if your current bill has a template on the backside? **No, our statements are one sided. We do include flyers that are often two sided (English & Spanish)**
2. Also, it looks like the front pre-printed template has yellow tinted boxes, is this the case or is it gray scale? **It is black and white with gray scale and red.**
3. How often will the selected vendor receive the primary Utility Bill files? (some of the Cities that we work with bill daily, others bill bi-monthly, and some have weeklyfiles). **We bill monthly, vendor will receive a file at the end of every month.**
4. Will the selected vendor also be receiving separate Delinquent and Shut-Off Notice files? **No, we notice our customers; we do not use the vendor for separate noticing.**
5. Would it be possible to get a sample file of 10 or so records? **No, the only sample available is the one included in the RFP package.**

Utility Billing Services  
RFP 201516-03

Response to Questions #2

1. In pricing section of Attachment A, Hne item A says 2,000 per quarter. There is a single reference asterisk in front of the quantity, but there is no corresponding reference description at the bottom of the page. I'm trying to figure out how 14,000 monthly bills equates to 2,000 per quarter. Please clarify.

A) Utility Bills (\*2,000 per Quarter) \$ /Piece

Please see Addendum #1 deleting the 2,000 per quarter reference.

2. Approximately how many past due bills requiring red ink do you have per month? All Bills have the red print even if there are no past due amounts.

3. The cost for regular and past due bills will be different due to the extra red color on the past due bills. When providing pricing on Attachment A, may I add a line below

A) Utility Bills pricing to provide the Past Due bill pricing? All Bills have the red print even if there are no past due amounts.

4. Please confirm that the back side of your bill is blank. Back side of bill is blank.

5. Can you let us know who your data provider is? Data is processed through ERP software, current provider is MAIS.

6. Can you let us know if you use a current vendor for the work described in this RFP, and if so whom that is and if we can see a recent invoice from them. Current vendor is Central Valley Presort, recent invoice is not available.

7. Can you please confirm that you are billing approximately 14,000 accounts each month? Yes

8. You mentioned an insert being sent from time to time.

a) Is this what is referred to as 'additional pages as needed' in Attachment A? Yes

b) Can we get specifications for this insert? (color, duplex or simplex, size) Inserts vary by need, color of paper is usually white but current vendor does allow other colors, might be either duplex or simplex and size is normally 8 1/2 x 11.

Utility Billing Services  
RFP 201516-03

## Response to Questions #2 (cont'd)

9. Can you elaborate on what is meant by 'Additional Postage' in Attachment A? What would this specifically be for? If there are "additional pages" and that causes an increase in postage.
10. An implementation plan is mentioned as a part of the Evaluation Criteria. Do you have an approximate date of award, and a target go-live date you are trying to meet, so we are aware of the time we have to implement? You would have a minimum of 30 days for implementation after award is made by Council so I would expect that you would have at least 45-60 days from the time we notify the successful bidder.
11. You have not mentioned PDF Archiving of the bills, for use by your Customer Service Reps or for integration into your online billing vendor's website.
- Is archiving a requirement and if so for what retention period?
  - Do you require that the PDF's be made available for integration your online billing website? If so, who is your online billing vendor we would need to integrate with?

We have online billing but no access to account information ...it is third party csv file only.

12. From the PDF sample of your current bill that was given as Attachment D, we do not see a need for a custom form as these features can all be printed 'on the fly' with each job. This saves on costs and eliminates the need to contact you for re-orders. Is a custom form necessary? Can your Customer Service Reps print the bill as a whole onto blank paper as needed as mentioned in Scope of Work section E.5? Or is a custom form an absolute requirement? We use a template to create manual statements
13. Similar questions for your envelopes. A standard blank double window #10 can show your return address and logo through a window, and not require a pre-printed envelope. A standard single window #9 remit envelope can show the remit address through the window when it's printed instead on the document. Are these items being 'custom' an absolute requirement? Yes, required at this time.
14. Finally, in Attachment A, the following paragraph is on page 2. Does this mean that if the United States Postal Service increases postage costs anytime within the first year of the contract, the vendor is expected to pay for that price increase difference without compensation from the City? Yes

\*\*Postage shall remain firm for first year of agreement, should there be increases in cost of postage after first year. City will pay actual cost of increased postage upon presentation of documentation from vendor proving increase in postage costs.



Utility Billing Services  
RFP 201516-03

Response to Questions #3

1. Is the logo on the envelope just printed in black? Yes
2. Do you want any bid on inserts at this time? Please see bid form item D "Additional Pages as needed"
3. Would the City of Madera consider replacing Paymentus Corporation as part of a proposal to provide both printing and payment services, including mobile phone payments? This could be considered as an add/alternate to the requested bid.
4. What are the present fees Paymentus Corporation charges the city and/or citizens? \$3.50 per transaction - limit of \$150.00 each transaction

## Attachment B

## DRAFT AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR UTILITY BILLING SERVICES ("Agreement"), made this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the City of Madera ("City") and \_\_\_\_\_ ("Service Provider");

RECITALS

A. City desires to retain a qualified firm to provide Utility Billing Services in accordance with the terms of Request for Proposal Utility Billing Services RFP No. 201516-03 ("RFP"). The Service Provider has responded to the Request for Proposals ("RFP") to perform these needed services attached hereto as Exhibit "A" and incorporated herein as though set forth in full and as indicated in the response to RFP attached hereto as Exhibit "B" and incorporated herein as though fully set forth. The City desires to have the Service Provider perform the work in accordance with the RFP and the response thereto prepared by the Service Provider. The work to be performed in accordance with Exhibit "A" and Exhibit "B" is hereinafter referred to as "Utility Billing Services."

B. The Service Provider represents to City that it is a firm composed of highly trained professionals and is fully qualified to conduct these services for City as described in their response to RFP and accepted as final.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, it is agreed by and between the City and the Service Provider as follows:

1. Services. The City hereby employs Service Provider to perform the Utility Billing Services herein set forth at the compensation and upon the terms and conditions herein expressed, and Service Provider hereby agrees to perform such services for said compensation, and upon said terms and conditions City hereby authorizes Service Provider to commence work on \_\_\_\_\_, 2015. In the event of any inconsistency between the terms contained in the RFP and response thereto, the terms set forth in the main body of this Agreement shall govern.

2. Compensation. As compensation for all services of Service Provider in performance of this Agreement, City shall pay Service Provider as described herein. For the services rendered pursuant to this Agreement, Service Provider shall be compensated and reimbursed, in accordance with the schedule of fees set forth in Exhibit "A,"

A. Method of Payment. In any month in which Service Provider wishes to receive payment, Service Provider shall no later than the first working day of such month, submit to City in the form approved by City's Finance Director, an invoice for services rendered prior to the date of the invoice. Payments shall be based on the rates as set forth in Exhibit "B" for authorized services performed. City shall pay Service Provider for all expenses stated thereon, which are approved by City consistent with this Agreement, within thirty (30) days of receipt of Service Provider's invoice.

3. Changes. In the event any change or changes in the Scope of Services/Work is requested by City, the parties hereto shall execute a written amendment to this Agreement, setting forth with particularity all terms of such amendment, including, but not limited to, any additional fees. An amendment may be entered into:

A. To provide for revisions or modifications to documents or other work product or work when documents or other work product or work is required by the enactment or revision of law subsequent to the preparation of any documents, other work product, or work;

B. To provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Service Provider’s profession.

Any changes to this Agreement requested by either City or Service Provider may only be effected if mutually agreed upon in writing by duly authorized representatives of the parties hereto. This Agreement shall not be modified or amended or any rights of a party to it waived except by such a writing.

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

This Agreement

A. City’s Request for Proposal \_\_\_\_\_, dated \_\_\_\_\_, 2015

B. Service Provider’s response to RFP dated \_\_\_\_\_, 2015 and all attachments thereto, by reference, included herein.

6. Term of Agreement. Unless earlier terminated in accordance with Section 12 of this Agreement, this Agreement shall continue in full force and effect for a period commencing on \_\_\_\_\_, 2015, and ending on \_\_\_\_\_, 2017, unless extended by mutual written agreement of the parties. City and Service Provider may, upon mutual agreement of both parties, extend this Agreement for up to three (3) additional one-year terms.

7. Time for Completion. The time for completion of the services to be performed by Service Provider is an essential condition of this Agreement. Service Provider shall prosecute regularly and diligently the work of this Agreement according to the agreed upon schedule of performance set forth in Exhibit’s “A” and “B.” Service Provider shall not be accountable for delays in the progress of its work caused by any condition beyond its control and without the fault or negligence of Service Provider. Delays shall not entitle Service Provider to any additional compensation regardless of the party responsible for the delay.

8. Performance Schedule

A. Time of Essence. Time is of the essence in the performance of this Agreement.

B. Schedule of Performance. All services rendered pursuant to this Agreement shall be performed pursuant to the agreed upon schedule of performance set forth in Exhibit's "A" and "B." The extension of any time period must be approved in writing by the City's Finance Director.

9. 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 Service Provider, 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 Service Provider shall within ten (10) days of the commencement of such condition notify the Finance Director 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 Finance Director's judgment such delay is justified, and the Finance Director's determination shall be final and conclusive upon the parties to this Agreement.

10. Qualifications of Employees. The City may require dismissal from the work on this contract, employees whom it deems incompetent, careless or otherwise objectionable to the public interest.

11. 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**  
 Finance Division  
 205 W. 4<sup>th</sup> Street  
 Madera, California  
 93637  
 (559) 661-5454

**Service Provider**  
 DataProse, LLC  
 1122 W. Bethel Rd  
 Coppell, TX 75019  
 (972) 462-5400

12. Termination

A. Termination for Contract Default. If at any time, in the opinion of the City Council, upon recommendation of the Finance Director, 1) Service Provider fails to conform to the requirements of this contract; 2) Service Provider seeks relief under any law for the benefit of insolvents or is adjudicated bankrupt; 3) any legal proceedings are commenced against the Service Provider which may interfere with the performance of the contract; or 4) Service Provider 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 contract, notice thereof in writing may be served upon him; and should he neglect or refuse to provide means for a satisfactory compliance with contract as directed by the Finance Director within fourteen (14) days from the receipt of

such notice the City Council in any such case shall have the right and power, at its option and without prejudice to any other right it may have, to terminate the contract. Any excess of the cost arising there from will be charged against the Service Provider and his sureties, who will be liable thereof. In the event of such termination, all monies due the Service Provider or retained under terms of the contract shall be forfeited to the City; but such forfeiture will not release the Service Provider 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 Service Provider, except that where termination is due to the fault of Service Provider 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, Service Provider shall immediately cease all services hereunder except such as may be specifically approved by the Finance Director. Service Provider shall be entitled to compensation for all services rendered prior to receipt of the notice of termination and for any services authorized by the Finance Director thereafter. Service Provider may terminate this Agreement, with or without cause, upon thirty (30) days written notice to City.

13. Assignment and Subcontracting. The Service Provider shall not assign or subcontract the work, or any part thereof, without the previous written consent of the City, nor shall He 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 Service Provider 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 subservice provider fail to perform in a satisfactory manner the work undertaken by him, his subcontract shall be immediately terminated by the Service Provider upon notice from the City. The Service Provider shall be fully responsible and accountable to the City for the acts and omissions of his subservice 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 subcontract and the City.

14. Independent Contractor. Neither City nor any of its employees shall have any control over the manner, mode, or means by which Service Provider, its agents or employees, perform the services required herein, except as otherwise set forth herein. Service Provider 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 Service Provider's work product, result, and advice. Service Provider 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.
15. Indemnification. The Service Provider 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 Service Provider'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.
16. Insurance Requirements. During the term of this Agreement, Service Provider 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" and incorporated herein as though set forth in full and as indicated in the response to RFP attached hereto as Exhibit "B" and incorporated herein as though fully set forth.
17. Successor and Assigns. City and Service Provider 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.
18. Legal Requirements and Permits. The Service Provider agrees to fully comply with all local, City, State and Federal laws, regulations and ordinances governing performance of contractual services required hereunder, and it will be the responsibility of the Service Provider to obtain any and all necessary licenses, permits and/or clearances.
19. 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.
20. 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.
21. Familiarity with Work. By executing this Agreement, Service Provider warrants that it has carefully considered how the work should be performed and fully understands the facilities,

difficulties, and restrictions attending performance of the work under this Agreement.

22. Records and Reports

A. Reports. Service Provider shall periodically prepare and submit to the Finance Director such reports concerning the performance of the services required by this Agreement as the Finance Director shall require.

B. Records. Service Provider shall keep such books and records as shall be necessary to properly perform the services required by this Agreement and enable the Finance Director to evaluate the performance of such services. The Finance Director shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

C. Ownership of Documents. All drawings, specifications, reports, records, documents, and other materials prepared by Service Provider in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Finance Director or upon the termination of this Agreement, and Service Provider shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights or ownership of the documents and materials hereunder. Service Provider may retain copies of such documents for its own use. Service Provider shall have an unrestricted right to use the concepts embodied therein.

D. Release of Documents. All drawings, specifications, reports, records, documents, and other materials prepared by Service Provider in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Finance Director.

E. Cost Records. Service Provider shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred while performing under this Agreement and shall make such materials available at its offices at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment for inspection by City and copies thereof shall be promptly furnished to City upon request.

23. 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.

24. 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.

25. 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 Service Provider. 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.

26. 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 otherparty.

27. 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

DataProse, LLC

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

By: William K. Murray

APPROVED AS TO FORM:  
City Attorney

ATTEST:  
City Clerk

By: \_\_\_\_\_  
Brent Richardson

By: \_\_\_\_\_  
Sonia Alvarez



# Paymentus

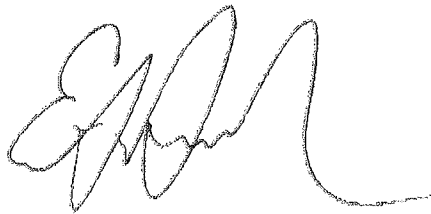
November 6, 2015  
Madera, CA

To whom it may concern:

We understand that the City of Madera is currently evaluating companies for Bill Print Services. Paymentus has a long standing partnership with DataProse and we wanted to take the time to recommend their consideration in the evaluation process.

Paymentus has a successful history of working with DataProse, specifically dating back to 2006, and we now have many joint customers significantly benefitting for the partnership and cooperative integration of our products.

Please feel free to reach out if you have questions or concerns



Erik Amelink | Director Business Development

**Paymentus**

(540) 951-6463 (o) | (540) 250-6377 (m)

[www.paymentus.com](http://www.paymentus.com) | [Twitter](#) | [Facebook](#)

**Utility Billing Services**  
**RFP 201516-03**  
**Certificate of Insurance**



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
 11/12/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> INSURICA 2301 West Plano Parkway Suite 108 Plano TX 75075-8428 DataProse LLC 1122 W. Bethel Rd. Suite 100 Coppell TX 75019		<b>CONTACT NAME:</b> Debra Atwell <b>PHONE:</b> (469) 349-3498 <b>FAX:</b> (469) 349-3977 <b>EMAIL:</b> <a href="mailto:debra@insurica.com">debra@insurica.com</a> <b>ADDRESS:</b> <a href="http://www.insurica.com">www.insurica.com</a>	
		<b>INSURERS AFFORDING COVERAGE</b>	
		INSURER: Valley Forge Ins. Co.	NAIC#: 20508
		INSURER: American Casualty Co. of	20427
		INSURER: Continental Casualty Company	20443
		INSURER: Continental Insurance Company	85289
		INSURER:	
		INSURER:	

**COVERAGES**      **CERTIFICATE NUMBER:** 11-15 31434343      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

DESCRIPTION	TYPE OF INSURANCE	ADDL. EXTS. (INDICATE)	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					EACH OCCURRENCE 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		4081208440	11/11/2014	11/11/2015	DAMAGE TO RENTED PREMISES (Per occurrence) 300,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> COOP					VED EXP (Any one person) 10,000
	<input checked="" type="checkbox"/> Products <input type="checkbox"/> Services <input type="checkbox"/> Contractual					PERSONAL & ADV INJURY 1,000,000
						GENERAL AGGREGATE 2,000,000
						PRODUCTS - COMM/PROV AGG 2,000,000
B	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO		8000174077	11/11/2014	11/11/2015	SOLELY "BILLY" (Per person)
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS					SOLELY "BILLY" (Per person)
	<input checked="" type="checkbox"/> MIXED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per occurrence)
						10,000
C	UMBRELLA LIAB	<input checked="" type="checkbox"/> CORP				EACH OCCURRENCE 2,000,000
	EXCESS LIAB	<input type="checkbox"/> BLIND SPOTS				AGGREGATE 2,000,000
	DED <input checked="" type="checkbox"/> RETENTION 10,000		4011908440	11/11/2014	11/11/2015	
D	WORKERS COMPENSATION AND EMPLOYERS LIABILITY					1. EACH ACCIDENT 1
	ANY PROPRIETOR/PARTNER/EXECUTIVE/OPERATOR/OWNER EXCLUDED? (Necessary in WA)	<input type="checkbox"/> YES				2. DISEASE - EA EMPLOYEE 1
	DESCRIPTION OF OPERATIONS					3. DISEASE - SPOULC. LIMIT 1
E	Network Cyber Liability		4011208704	11/11/2014	11/11/2015	Limit 1,000,000
						Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / OCCUPATIONAL ACTIVITIES (Also see ACORD 101, Additional Information, Page 1 and Schedule B): Insurance(s) Affording Coverage have an Ad Bond Rating of A/V

<b>CERTIFICATE HOLDER</b>	<b>AUGURUSION</b>
1122 W. Bethel Rd. Suite 100 Coppell, TX 75019	2800 S. I-35 Suite 100 Irving, TX 75039
DATE OF POLICY: 11/11/2014 EXPIRES: 11/11/2015	SIGNATURE OF THE ABOVE DESCRIBED POLICY OR POLICIES BEFORE THE EXPIRATION DATE THEREOF, NOT FOR USE IN DELIVERANCE OF COVERAGE WITH THIS POLICY PROPOSAL
PRODUCER: INSURICA	PRODUCER REPRESENTATIVE:
PRODUCER: INSURICA	PRODUCER REPRESENTATIVE:

## Utility Billing Services

RFP 201516-03

## Worker's Comp Certificate of Insurance



### CERTIFICATE OF LIABILITY INSURANCE

AGATE 1228950

DATE REVISED: 09/11/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Luckden Companies, LLC 5247 San Felipe, Suite 320 Houston, TX 77057	<b>CONTACT</b> NAME: 361-328-0888 PHONE: FAX: E-MAIL: ADDRESS:
<b>INSURED</b> INSDMNY, INC. 19001 Creechmont Springs Drive Kingwood, TX 77339 P.O. BOX 109	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Indemnity Insurance Co. of North America INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES: CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

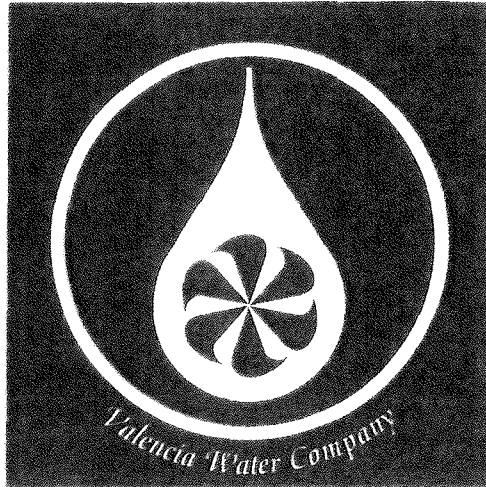
TYPE OF INSURANCE	DESCRIPTION (UNDO/REDO)	POLICY NUMBER	POLICY EFF. DATE	POLICY EXP. DATE	LIMITS
COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR SEVERAL AGREENTS LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PER ACCIDENT <input type="checkbox"/> LTD <input type="checkbox"/> OTHER					EACH OCCURRENCE: \$ DAMAGE TO RENTED PREMISES (Per occurrence): \$ MED EXP (Per Acc/Per Occur): \$ PERSONAL AND ADJ INJURY: \$ GENERAL AGENTS: \$ PRODUCTS - COMPLETE AGG: \$
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Per Occur): \$ BODILY INJURY (Per Occur): \$ BODILY INJURY (Per Accident): \$ PROPERTY DAMAGE (Per Accident): \$
UMBRELLA/EXCESS LIABILITY <input type="checkbox"/> EXCESS LIMIT <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> PER <input type="checkbox"/> RETENTION					EACH OCCURRENCE: \$ SUBROGATE: \$
WORKERS COMPENSATION AND EMPLOYERS LIABILITY <input type="checkbox"/> ANY PROPRIETARY PARTS/REPAIRS <input type="checkbox"/> OFFSHORE/CONTINGENT CONTRACTORS (EXCEPT BY ENDORSEMENT) <input type="checkbox"/> HIRE THROUGH THIRD PARTY <input type="checkbox"/> OPERATIONS OF OPERATIONS	77.0 10/1/2015	C10320140	10/1/2015	10/31/2015	A. PER ACCIDENT: \$ B. PER EMPLOYEE: \$ C. PER EMPLOYEE: \$ D. EACH ACCIDENT: \$ 1,000,000 E. DISEASE - BY EMPLOYEE: \$ 1,000,000 F. DISEASE - POLICY LIMIT: \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / TERRITORIES (ENDORSEMENT (B), Additional Territory, is shown in each of the attached Policies as it applies)  
 DATAROSE, LLC (BUSINESS) IS ENDORSED AS A NAMED INSURED THROUGH ENDORSEMENT

<b>CERTIFICATE HOLDER</b> C. DATAROSE, LLC 7812 W. BENTLEY, RD. BOX 109 HOUSTON, TX 77061-0109	<b>WARRANTY</b> THIS IS A COPY OF THE WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY AND IS NOT A CONTRACT. THE POLICY IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AUTHORIZED REPRESENTATIVE: 
---	---

References

Kathleen Willson  
Valencia Water Company  
24631 Avenue Rockefeller  
Valencia, CA 91355  
Tel (661) 294-0828



Annette Talon  
City of Santa Paula  
970 Ventura Street  
Santa Paula, CA 93060  
Tel (805) 525-4478



Paula David  
City of Porterville  
291 North Main Street  
Porterville, CA 93257  
Tel (559) 782-7483



## Samples

MT 121 NORTH ROUSE AVENUE  
PO BOX 1230  
BOZEMAN MT 59711-1230

YOUR MONTHLY STATEMENT

**Amount Due Now**  
**\$435.19**

99999-999999 02/13/2015



Water/Sewer: (406) 582-2328

(406) 582-2322

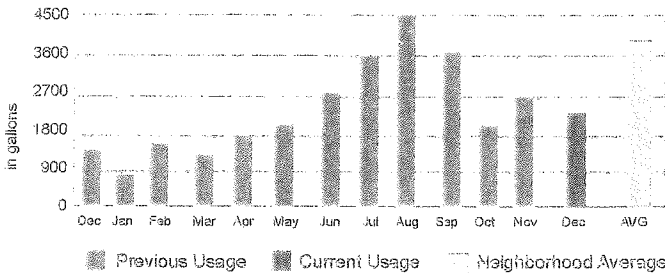
ACCOUNT NAME: JOHN Q SAMPLE  
SERVICE ADDRESS: 83 W FIELDVIEW CIR  
RATE CLASS: RESIDENTIAL  
CYCLE/ROUTE: 01-23 BILLING DATE: 01/13/2015

Pay or View your bill online at [www.cityofbozeman.gov](http://www.cityofbozeman.gov)

MONTHLY USAGE (HCF - 719 GALLONS)

METER ID NUMBER	READ DATE	DAY#	PREVIOUS METER READ	CURRENT METER READ	USAGE	UNIT
99999999	10/03/14-10/29/14	26	29583	29607.5	2.45	HCF
99999998	10/03/14-10/29/14	26	29583	29607.5	2.45	HCF
99999997	10/03/14-10/29/14	26	29583	29607.5	2.45	HCF
99999996	10/03/14-10/29/14	26	29583	29607.5	2.45	HCF

YOUR HISTORICAL USAGE (IN GALLONS)



How does my water usage compare



IMPORTANT MESSAGE

- Message Line 1, 50-60 characters (upper/lower) Arial 9pt....
- Message Line 2, 50-60 characters (upper/lower) Arial 9pt....
- Message Line 3, 50-60 characters (upper/lower) Arial 9pt....
- Message Line 4, 50-60 characters (upper/lower) Arial 9pt....
- Message Line 5, 50-60 characters (upper/lower) Arial 9pt....
- Message Line 6, 50-60 characters (upper/lower) Arial 9pt....
- Message Line 7, 50-60 characters (upper/lower) Arial 9pt....
- Message Line 8, 50-60 characters (upper/lower) Arial 9pt....
- Message Line 9, 50-60 characters (upper/lower) Arial 9pt....
- Message Line 10, 50-60 characters (upper/lower) Arial 9pt....

ACCOUNT SUMMARY

PREVIOUS BALANCE	\$395.54
PAYMENT - THANK YOU	-\$0.00
LATE FEE	\$0.00
ADJUSTMENTS	\$0.00
TOTAL CURRENT CHARGES	\$39.85
TOTAL AMOUNT DUE NOW	\$435.19

CURRENT CHARGE SUMMARY

DESCRIPTION	AMOUNT	UNIT
WATER SERVICE CHARGE	\$12.70	
MINIMUM FIRST 2 HCF	\$4.77	
USAGE 2-8 HCF	\$1.07	
EXTRA LINE 4	\$0.00	
EXTRA LINE 5	\$0.00	
EXTRA LINE 6	\$0.00	
EXTRA LINE 7	\$0.00	
TOTAL WATER	\$18.54	
SEWER SERVICE CHARGE	\$15.22	
USAGE PER HCF	\$7.11	
EXTRA LINE 10	\$0.00	
EXTRA LINE 11	\$0.00	
TOTAL SEWER	\$22.33	
100 GAL RECYCLE TOTE	-\$0.32	
100 GALLON TOTE	-\$0.78	
EXTRA LINE 14	\$0.00	
EXTRA LINE 15	\$0.00	
STORMWATER SERVICE CHARGE	-\$0.12	
EXTRA LINE 17	\$0.00	
EXTRA LINE 18	\$0.00	
TOTAL STORMWATER	-\$0.12	
TOTAL CURRENT CHARGES	\$39.85	

Keep top portion for your records and return the bottom stub with your payment. Make check payable to: City of Bozeman

Sign on the back of this bill to receive a refund of your payment if you do not receive service by the due date.

MT

121 NORTH ROUSE AVENUE  
PO BOX 1230  
BOZEMAN MT 59711-1230

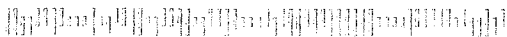
99999-999999 02/13/2015

**Amount Due Now**  
**\$435.19**

A 1.5% Late Fee (or \$1.00 minimum) will be assessed on delinquent balances. \$15.00 Returned Payment Fee. Water will be subject to being turned off if payment is not made by due date.



\*\*SINGLE-PIECE 1 SGL 90348AA24-A-1  
4 1 SP 0 980



JOHN Q SAMPLE  
83 W FIELDVIEW CIR  
BOZEMAN MT 59713-1234



CITY OF BOZEMAN  
PO BOX 1230  
BOZEMAN MT 59711-1230



PARK CITY MUNICIPAL CORP  
 PO BOX 1480  
 445 MARSAC AVE  
 PARK CITY UT 84060-1480

# ACCOUNT STATEMENT

**Cus. Number**  
9999999

**Amount Due**  
\$79.75

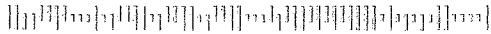
July 2014																														
1	2	3	4	5																										
6	7	8	9	10	11	12																								
13	14	15	16	17	18	19																								
20	21	22	23	24	25	26																								
27	28	29	30	31																										

**Acc. Number**  
9999-999

**PAYMENT DUE DATE:**

SERVICE ADDRESS: 12345 W MAIN STREET  
 BILLING DATE: 07/23/2014

\*\*\*AUTO\*\*SCH 5-DIGIT 9460 1 255 T.KDA.0702-R-1  
 1 1 NV 0.381



RICK SAMPLE JR  
 12345 W SAMPLE DR  
 SAMPLE US 56789-1234



## ACCOUNT SUMMARY

PREVIOUS BALANCE	\$112.35
PAYMENT - THANK YOU	-\$112.35
LATE FEE	\$0.00
ADJUSTMENTS	\$0.00
CUSTOMER CREDIT BALANCE	\$0.00

## CURRENT ACTIVITY SUMMARY

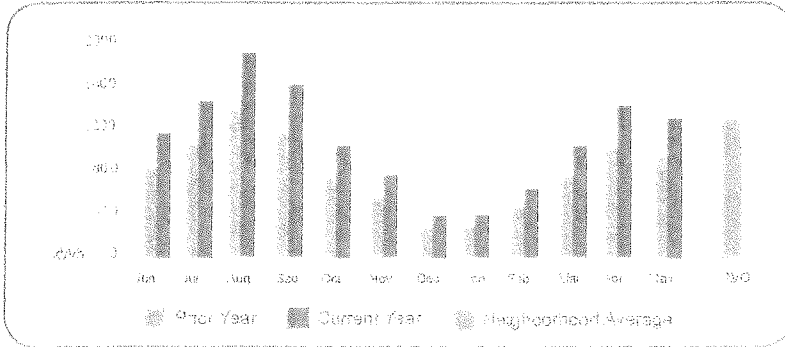
USAGE	\$ 4.90
WATER BASE CHARGE (1.5" SINGLE FAMILY)	\$62.99
EXTRA LINE 3	\$0.00
EXTRA LINE 4	\$0.00
EXTRA LINE 5	\$0.00
EXTRA LINE 6	\$0.00
EXTRA LINE 7	\$0.00
EXTRA LINE 8	\$0.00
EXTRA LINE 9	\$0.00
EXTRA LINE 10	\$0.00
EXTRA LINE 11	\$0.00
EXTRA LINE 12	\$0.00
EXTRA LINE 13	\$0.00
SUBTOTAL CURRENT CHARGES	\$79.75
CUSTOMER CREDIT BALANCE	\$0.00
<b>TOTAL AMOUNT DUE NOW:</b>	<b>\$79.75</b>

Interest shall be assessed against account which are more than 30 days past due.

## MONTHLY USAGE

METER ID NUMBER	PREVIOUS READ DATE	PREVIOUS METER READ	CURRENT READ DATE	CURRENT METER READ	USAGE
99999999	05/15/2014	186107	05/15/2014	186295	188
99999998	05/15/2014	186107	05/15/2014	186295	188
99999997	05/15/2014	186107	05/15/2014	186295	188
99999996	05/15/2014	186107	05/15/2014	186295	188

## 2-YEAR CONSUMPTION COMPARISON



## IMPORTANT MESSAGE

SPECIAL MESSAGE THIS IS WHERE YOU WILL PUT YOUR BILL MESSAGE YOU WOULD LIKE TO APPEAR ON YOUR BILLING STATEMENTS.  
 YOU CAN HAVE UP TO 7 LINES OF 112 CHARACTERS.  
 YOU CAN HAVE UP TO 7 LINES OF 112 CHARACTERS.  
 YOU CAN HAVE UP TO 7 LINES OF 112 CHARACTERS.  
 YOU CAN HAVE UP TO 7 LINES OF 112 CHARACTERS.  
 YOU CAN HAVE UP TO 7 LINES OF 112 CHARACTERS.  
 YOU CAN HAVE UP TO 7 LINES OF 112 CHARACTERS.

PAYMENT COUPON — PLEASE FOLD ON PERFORATION, DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

## ACCOUNT INFORMATION

CUSTOMER NUMBER: 999999  
 ACCOUNT NUMBER: 9999-999  
 ACCOUNT NAME: RICK SAMPLE JR  
 SERVICE ADDRESS: 12345 W MAIN STREET

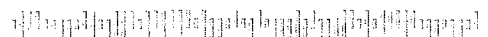
Due Date	Amount Due
07/30/2014	\$79.75

0 - 30 Days	31 - 60 Days	61 - 90 Days	91+ Days
\$79.75	\$0.00	\$0.00	\$0.00

Change of Billing Address

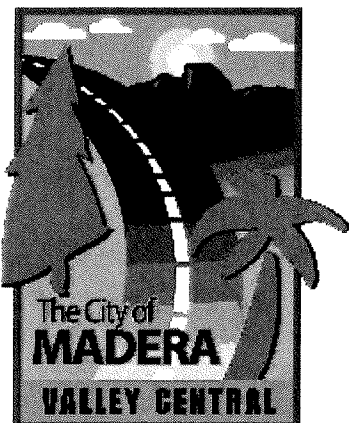
AMOUNT ENCLOSED \$

Please write account number on check and remit payment to.



PARK CITY MUNICIPAL CORP  
 PO BOX 1480  
 PARK CITY / UT 84060-1480

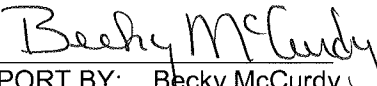




## REPORT TO CITY COUNCIL

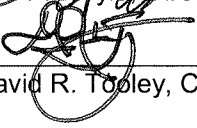
MEETING DATE December 16, 2015

AGENDA ITEM NO.: B - 6

  
REPORT BY: Becky McCurdy  
Procurement Services Manager

Approved:

  
Tim Przybyla, Director of Finance

  
David R. Tooley, City Administrator

**Subject: CONSIDERATION OF A RESOLUTION APPROVING AWARD OF AGREEMENT FOR COLLECTION SERVICES TO CB MERCHANT SERVICES, AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT ON BEHALF OF THE CITY.**

### **Recommendation:**

Staff recommends Council Adopt the Resolution approving award of the Collection Services Agreement to CB Merchant Services, Inc.

### **Summary:**

The City has need of Collection Services to assist in the collection of various past due accounts. This agreement will allow for those services to be provided in a consistent and responsible manner. Six bids were received and opened at the Purchasing Office on October 26, 2015. After evaluation by the City, the lowest responsive, responsible bidder with the best overall proposal was CB Merchant Services.



**Discussion:**

A. The City has need for a collection services agreement in order to provide professional collection services for various types of past due accounts.

B. Notification of the Request for Proposal was published in the Madera Tribune, the City Web Site and direct mail notices were sent to companies that had expressed an interest. The responses received, in order of their ranking, were:

CB Merchant Services, Inc.	Stockton, CA
Financial Credit Network	Visalia, CA
Professional Credit Service	Springfield, OR
Kings Credit Services	Hanford, CA
SWC Group	Carrollton, TX
Medvetta Financial	Madera, CA

Our previous award was to Financial Credit Network out of Visalia and they have been providing the needed services for several years. The pool of local vendors that can provide the needed services is very limited. We did reach out to encourage local vendors and we did receive one proposal that was local. Based on cost alone their proposal was more costly than the recommended vendor, once the factors of response and reporting were factored in they were ranked at number six.

**Financial Impact:**

This agreement allows all charges for services to be deducted from actual funds collected. The City will not be invoiced for any expenses relating to this agreement.

**Consistency with the Vision Madera 2025 Plan:**

Collection Services are not addressed in the Vision and Action Plan, nor is it in conflict with the Plan.

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,  
CALIFORNIA, APPROVING AWARD OF AGREEMENT FOR  
COLLECTION SERVICES TO CB MERCHANT SERVICES.**

WHEREAS, the City of Madera (the "City") is in need of a firm to provide professional collection services; and

WHEREAS, the CB Merchant Services has agreed to provide the necessary collection services in accordance with their response to the City's Request for Proposal; and

WHEREAS, the prices proposed for services as indicated in the response to proposal from CB Merchant Services are found to be fair and reasonable;

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

1. The above recitals are true and correct.
2. A copy of the Agreement with CB Merchant Services which is on file in the office of the City Clerk and referred to for particulars, is hereby approved.
3. The Mayor of the City of Madera is authorized to execute the Agreement and any and all documents necessary to effectuate the Agreement on behalf of the City.
4. This resolution is effective immediately upon adoption

\*\*\*\*\*

## **AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the CITY OF MADERA, hereinafter referred to as "CITY" and C B Merchant Services, Hereafter referred to as "SERVICE PROVIDER";

### **RECITALS**

A. CITY desires to retain a qualified firm to provide account collection services in accordance with the Scope of Work contained in the Request for Proposal #201516-04. The SERVICE PROVIDER has responded to the Request for Proposals ("RFP") to perform these needed services attached hereto as Exhibit "A" and incorporated herein as though set forth in full and as indicated in the response to RFP attached hereto as Exhibit "B" and incorporated herein as though fully set forth. The CITY desires to have the SERVICE PROVIDER perform the work in accordance with the RFP and the response thereto prepared by the SERVICE PROVIDER. The work to be performed in accordance with Exhibit "A" and Exhibit "B" is hereinafter referred to as the "Account Collection Services."

B. The SERVICE PROVIDER represents to CITY that it is a firm composed of highly trained professionals and is fully qualified to conduct these services for CITY as described in their Response to RFP #201516-04 and accepted as final.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, it is agreed by and between the CITY and the SERVICE PROVIDER as follows:

1. Services. The CITY hereby employs SERVICE PROVIDER to perform the Account Collection Services herein set forth at the compensation and upon the terms and conditions herein expressed, and SERVICE PROVIDER hereby agrees to perform such services for said compensation, and upon said terms and conditions CITY hereby authorizes SERVICE PROVIDER to commence work on January 1, 2016.

2. Compensation. As compensation for all services of SERVICE PROVIDER in performance of this Agreement, CITY shall pay SERVICE PROVIDER as described herein.

Collection fees for services rendered shall be deducted from the collection of delinquent

revenue, based on the commission fee schedule described in **Exhibit “B”**.

No invoices for services are to be submitted to the CITY for payment processing.

3. 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. Attachment “A” Contract Compensation Fee Schedule.
- c. City’s Request for Proposal #201516-04, dated September 15, 2015
- d. Service Provider’s response to RFP dated October 23, 2015 and all attachments thereto, by reference, included herein.

4. Term of Agreement. SERVICE PROVIDER shall begin work after receipt of the Notice to Proceed. SERVICE PROVIDER shall there upon work diligently, through December 31, 2017 and continuously provide all the required services and activities described herein. The term of the contract shall be for a two year firm fixed price contract. CITY and SERVICE PROVIDER may, upon mutual agreement of both parties, extend this Agreement for up to three (3) additional one-year terms.

5. Qualifications of Employees. The CITY may require dismissal from the work on this contract, employees whom it deems incompetent, careless or otherwise objectionable to the public interest.

6. Account Litigation. The CITY, when deemed necessary, may request the SERVICE PROVIDER to proceed with legal action for collection of a delinquent account. Said action will be based upon agreement of the contract parties.

7. Account Assignment. SERVICE PROVIDER will be required to wait a minimum of three days after assignment of account before proceeding with collection.

8. Remittance. SERVICE PROVIDER will remit the net proceeds of collections by the 10<sup>th</sup> of every month along with a monthly Debtor Activity Report (DAR). Remittances are to be forwarded to the City of Madera, Finance Department, 205 W. 4<sup>th</sup> Street, Madera, CA, 93637.

9. 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**

Finance Division  
205 W. 4<sup>th</sup> Street  
Madera, California 93637  
559-661-5454

**Service Provider**

C B Merchant Services  
Linda Guinn, CEO/President  
217 N. San Joaquin St.  
PO Box 209  
Stockton, CA 95201

10. Termination for Contract Default. If at any time, in the opinion of the City Council, upon recommendation of the Finance Director, 1) seller fails to conform to the requirements of this contract; 2) seller seeks relief under any law for the benefit of insolvents or is adjudicated bankrupt; 3) any legal proceedings are commenced against the seller which may interfere with the performance of the contract; or 4) seller 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 contract, notice thereof in writing may be served upon him; and should he neglect or refuse to provide means for a satisfactory compliance with contract as directed by the Finance Director within fourteen (14) days from the receipt of such notice the City Council in any such case shall have the right and power, at its option and without prejudice to any other right it may have, to terminate the contract. Any excess of the cost arising there from will be charged against the seller and his sureties, who will be liable thereof. In the event of such termination, all monies due the seller or retained under terms of the contract shall be forfeited to the CITY; but such forfeiture will not release the seller or this sureties from liability for failure to fulfill the contract.

11. Termination for Convenience. This Agreement may be terminated by either party by giving sixty (60) days notice to the other in writing of its intent to terminate the Agreement.

Upon such termination, SERVICE PROVIDER shall submit to CITY an itemized statement of services performed to the date of termination.

12. Assignment and Subcontracting. The SERVICE PROVIDER shall not assign or subcontract the work, or any part thereof, without the previous written consent of the CITY, nor shall he 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 SERVICE PROVIDER 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 subservice provider fail to perform in a satisfactory manner the work undertaken by him, his subcontract shall be immediately terminated by the SERVICE

PROVIDER upon notice from the CITY. The seller shall be fully responsible and accountable to the CITY for the acts and omissions of his subservice 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 subcontract and the CITY.

13. Independent Contractor. In the furnishing of the services provided for herein, the Service Provider is acting as an independent contractor and not as an employee of the City.

14. Indemnification. The Service Provider 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 Service Provider'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.

15. Insurance Requirements. During the term of this Agreement, Service Provider 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 Exhibit "A" and "B."

16. Successor and Assigns. CITY and SERVICE PROVIDER 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.

17. Legal Requirements and Permits. The SERVICE PROVIDER agrees to fully comply with all local, City, State and Federal laws, regulations and ordinances governing performance of contractual services required hereunder, and it will be the responsibility of the SERVICE PROVIDER to obtain any and all necessary licenses, permits and/or clearances.

18. 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.

19. 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.


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

C B MERCHANT SERVICES

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

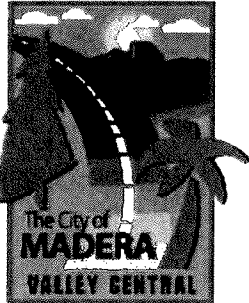
By:  \_\_\_\_\_  
Linda A. Guinn (name)  
CEO/President (title)

APPROVED AS TO FORM  
City Attorney

ATTEST:  
City Clerk

By: \_\_\_\_\_  
Brent Richardson

By: \_\_\_\_\_  
Sonia Alvarez



**REQUEST FOR PROPOSAL**

**ACCOUNT COLLECTION SERVICES**

**RFP NO. 201516-04**

**September 15, 2015**

---

**1. INSTRUCTIONS AND CONDITIONS**

- A. No bid proposal will be considered for award unless submitted in the bid format described in this RFP and must be fully complete and executed. Bidders shall send one (1) signed original and five (5) copies of the completed proposals which will include a copy of this RFP attached to the front of the proposal, with appropriate responses included.

Format: Proposal should be 8 ½ x 11 inches, printed two-sided on recyclable paper, with tabs, in a three ring binder and organized in sections.

Each bid proposal 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: Account Collection Services**

**RFP No. 201516-04**

**Filing Deadline: Monday, October 26, 2015 - 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. Attention of bidders is especially directed to the specifications which, in addition to the bid proposal and these instructions, are 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.

- C. The 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.
- D. The City reserves the right to consider any minor deviations from the specifications and determine the acceptance or rejection of such deviation.
- E. 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. Bidder is responsible 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](http://www.madera-ca.gov) on the Purchasing Department tab, the Bid Announcement and Results page.

**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 October 19, 2015.** Written questions or inquires should be e-mailed, mailed or faxed to:

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

[rmccurdy@cityofmadera.com](mailto:rmccurdy@cityofmadera.com)

FAX: (559) 661-0760

- F. The City of Madera 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.
- G. 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 of Madera 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.

- 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. The City also reserves the right to apportion the award among more than one company.
- L. An award under this RFP will not be based solely on the lowest price. If an award is made, it will go to the bidder(s) with the best overall proposal. 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 companies. A reference check may also be

conducted.

- N. An award will be made as soon as reasonably practical 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. 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 of Madera. Business license information may be obtained by calling (559) 661-5454. Should the bidder already have his license, please indicate the license number and expiration date below:

City License No. \_\_\_\_\_ Expiration Date \_\_\_\_\_

Any Federal or State of California License/Certification required to provide the services and a Certificate of Insurance in accordance with the Insurance Requirements for Service Providers document included in this RFP as Attachment "C".

- 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 Request for Proposal. The City of Madera 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 Bid 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. All questions concerning this notice or the bid specifications should be directed to Becky McCurdy, Procurement Services Manager, Purchasing-Central Supply, City of Madera, 1030 South Gateway Drive, Madera, California 93637; telephone 559-661-5463, Fax 559-661-0760, e-mail: [rmccurdy@cityofmadera.com](mailto:rmccurdy@cityofmadera.com).

## 2. **SPECIFICATIONS**

### A. General Information

The City of Madera is soliciting proposals from qualified agencies for collection of delinquent revenue in accordance with this Request for Proposal (RFP). The purpose of this RFP is to ask companies to submit statements of their qualifications, capabilities, and experience in collecting delinquent accounts and proposals for performing the services described and the fees which would be charged for those services. The RFP is expected to result in a two year firm fixed price contract with three one-year renewal options. The intent of this RFP is to identify a stable agency that can offer the highest quality of service at the lowest overall cost to the City.

### B. Qualifying Requirements

Contractor shall provide a description of the capabilities of the agency that pertain to this RFP. The description should include a detailed summary of the Agency's experience describing the agency's organization and staff, the proposed plans to handle the additional business if awarded the final agreement with details on additional personnel required, organizational changes and equipment. The agency must have adequate personnel and equipment to process all customer accounts presented. The agency must also abide by the Federal Fair Debt Collection Practices Act and the California Debt Collection Practice Act, along with any other federal and state laws. The City requires that a Contractor performing collection services for the City adhere to the highest legal, ethical and professional standards.

The Contractor should make citizen satisfaction a priority in providing services under this contract. Contractor's employees should be trained to be customer-service oriented and to positively and politely interact with citizens when performing contract services with the highest degree of service to the public. If, in the City's determination, the contractor is not interacting in a positive and polite manner with citizens, the contractor shall take all remedial steps to conform to the standards set by this contract and/or be subject to

termination for default of contract.

### C. Scope of Work

The Scope of Work is to be used as a general guide and is not intended to be a complete list of all work necessary to complete the proposed agreement.

Firms responding to the RFP shall be prepared to deliver services and perform the work necessary to develop and deploy the systems modifications or software products and training support within one month of the issuance of a contract.

The City retains the right to recall from a Contractor, without charge or penalty, any accounts assigned to the Contractor. Upon recall by the City, no further collection efforts on recalled accounts will be undertaken by the Contractor. If the account being recalled has been reported to any credit bureau, the Contractor is expected to immediately clear the customer's credit report and provide written confirmation upon request.

The City will determine which accounts will be referred to an outside Contractor. These will include but are not limited to: utility fees, business license fees, administrative citation costs, jail booking fees, nuisance abatement costs and other fees and charges as they become delinquent.

Accounts will be assigned by means of electronic transmission, electronic file, hard copy, or in writing. The assignment will include the following information, if available, and any other relevant information in the City's possession at the time of referral as deemed appropriate:

Name(s)  
Address  
Type of Account  
Unpaid balance outstanding

If the Contractor desires to have a copy of any back-up documentation, (such as it relates to miscellaneous invoices), the Contractor will bear the cost of the copying.

The City shall have the right, at any time during regular business hours, to inspect the records relating to the City's account kept by the Contractor at the Contractor's place of business. The Contractor must retain said records for four (4) years following the final payment under the proposed contract.

The Contractor shall refrain from selling, publishing or otherwise providing client information for any purposes other than those processes necessary for the collection process.

It is preferable that the Contractor possess prior experience in providing similar services

to other municipalities with similar demographics.

The following are work tasks assumed necessary to effectively collect on the City's delinquent accounts.

Take over all assigned delinquent accounts and:

- Initiate standard accepted collection procedures within 20 days from the date of the assignment.
- Report, correct and/or delete credit bureau reporting and provide evidentiary documentation to the Finance Department that reflects the correction.
- Provide the Finance Department with monthly detailed reports reflecting collections, legal actions, adjustments, updated addresses and corrections.

Be responsible for:

- Federal and State regulations regarding fair debt collection practices. Collection shall be conducted through ethical and lawful means with the highest level of customer service.
- Paying all costs involved in the collection of the assigned accounts, including but not limited to litigation and transportation.
- Maintaining confidentiality on all accounts assigned by the City and identify how that confidentiality will be maintained.
- Maintaining separate files for each account for audit purposes. Audit of any and all assigned records is left to the discretion of the City at any time.
- Accepting and processing credit card payments via telephone for Visa and MasterCard as a minimum requirement. The contractor is responsible for all costs associated with credit card payments, including but not limited to payment of the merchants discount fee.
- Accepting electronic payments from debtors. The cost of this service is the responsibility of the contractor.
- Maintaining a **disaster recovery plan** to protect the City's receivables and the confidentiality of the information contained therein.
- Immediately returning all accounts still pending upon termination of contract by any party.

- Accepting data via whatever communication technology is being used by the City at the time of contract signing, whether paper-based or electronic. The assignment will include the following information, if available, and any other relevant information in the City's possession at the time of referral as deemed appropriate: Name(s); Address; Type of Account; Unpaid balance outstanding.
- Bearing all expenses and costs incurred to effect collection of any account referred to them by the City.
- Provide monthly reports detailing the status of each account, including the customer name and number, the beginning balance, collections received during the month, current balance, and collection status by the 10<sup>th</sup> of the following month.
- Remit all monies collected, less collection fees, monthly to the City. Remittance should include a breakdown by collection category.

D. Proposal Format and Content

One (1) signed original and five (5) copies of the proposal must be submitted by the deadline.

Proposals will have the following content:

**Cover Letter:** (One page preferred.) The letter should designate the proposal agency, the address of the agency office where the relationship will be domiciled, the address of the closest local branch, if different, and be signed by an authorized agency officer. No pricing information should be included in the section.

A proposal agency must follow the instructions for preparing the proposal in the prescribed format. For the original proposal and the five copies, **Section Tabs (A through K)** must be used in a three-ring binder, with the responses following the same order of the RFP and will include a copy of this RFP attached to the front of the proposal. Each question in the RFP should be repeated with the agency's response following. Do not include any extraneous or marketing information.

**Tab A – Table of Contents:** (One page preferred.) Table of Contents should follow the RFP format.

**Tab B – Agency Profile:** (Three page maximum preferred.) Please respond to the following sections:

**Agency Overview** – General overview of agency, customer service philosophy, and identification of the primary office or branch that the City will be assigned to and where the City will send its business. What sets the agency's government collection apart from

others?

**Experience** – Describe the agency's direct experience in servicing public sector clients. Please include: the number of public agency clients and agency's knowledge of and adherence to the California Government Code and other applicable laws. Provide statistical data showing measurable data related to accounts listed and collection results.

**Relationship Management** – Identify the size and scope of your collection agency unit, agency officers responsible for the City's accounts, what each person's role and responsibilities will be, and the relevant credentials and experience of each person on the relationship management team.

**Tab C – References:** (one page preferred.) Please provide five (5) references that are of similar size and scope of service utilization as the City, preferably cities or counties. Include the following information for each reference:

Contact Name & Title  
Name of Customer  
Address  
Telephone Number  
Fax Number  
Number of Years as Customer  
Services Provided

**Tab D – Firm Qualifications:** Provide information on your firm's background and qualifications which addresses the following:

1. Name, address, and telephone number of contact person; and,
2. A brief description of your firm
3. Describe any failure or refusal to complete a contract, including details and dates.
4. List any disciplinary or investigative action, including audits, in the past five (5) years conducted by any professional body or local, state or federal branch of government of your firm.
5. List any and all litigation, pending or final, to which you are a party that is related or similar to the services being solicited in the past five (5) years.

**Tab E – Agency Compensation:** (Two page maximum preferred.) Estimated fees and total cost for the collection service. Fee schedule shall be included which will be valid for the term of the contract.

**Tab F- Miscellaneous Questions:** (Three page maximum preferred.) Please respond to the following:

1. Does the agency provide a toll-free number for Customer Service? What are the hours of operation for customer service? Where is the customer service center located?



2. What is the agency's policy regarding installment agreements with debtors?
3. What is the agency's policy and procedure for reporting to credit agencies?
4. What is the agency policy and procedure for obtaining judgments?
5. Are Account Analysis reports available on line?
6. What methodology, approach and resources are used in debt recovery?
7. What is your agency's estimated success rate of collection based upon various types and ages of accounts?
8. Can your agency send monthly reports electronically?
9. Does your agency have staff that is bi-lingual and do you have collection letters that are available in Spanish for bi-lingual customers?
10. Does your agency provide consultation on collection procedures to City staff?
11. Describe your experience in dealing with delinquent utility bills, fines, liens etc. levied against properties in foreclosure.
12. Does your agency have the means to validate address information received from the city before commencing the collection action? Does your agency perform skip-tracing of debtors?

**Tab G – Implementation Plan and Costs:** (Two page maximum preferred.) The City requires a smooth transition to a new agency or to enhanced services with its existing agency.

1. Please describe in detail, the agency's plan to implement the proposed services and to ensure a smooth, error-free conversion
2. Please detail all costs and the responsible party (agency or City) associated with the conversion of all accounts
3. Will the agency provide on-site training for City personnel, if needed?
4. Describe in detail how the agency handles problem resolution, customer service, day-to-day contact, and ongoing maintenance of government clients.

**Tab H – Service Enhancements:** Based on the information provided in the RFP and your firm's knowledge of the public sector, please describe any services or technological enhancements, not previously mentioned, that should be considered for further improving the effectiveness of the City's collection services.

**Tab I – Disaster Recovery Plan:** The agency shall have and maintain a disaster recovery plan to protect the City's receivables and the confidentiality of the information contained therein. The agency shall propose an off site storage location and plan for backing up data daily.

**Tab J – Credit Card Services:** The contractor shall be capable of accepting and

processing credit card payments via telephone for Visa and MasterCard as a minimum requirement. The cost for this service must be included in the overall price quoted in the bidder's proposal.

**Tab K – Management Report Requirements:**

1. By the 10<sup>th</sup> of each month, the contractor will provide a report of their paid accounts to the Finance Department. The monthly reports shall include the information listed below.

- The name of the debtor.
- The City's account number.
- The original amount owed.
- The data submitted.
- The amount paid within the prior month.
- Uncollectible accounts, broken out on the report by reason (i.e. bankrupt, incarcerated, deceased, public assistance recipient, etc.).
- If there was a change in name, identify the original name submitted by the City.
- A grand total dollar amount submitted, collected and outstanding.
- A grand total percentage collected annually and within the prior month.

**Note: Samples of reports should be included for review.**

**ATTACHMENTS A, B & C**

**Attachment “A”** is a Compensation Fee Schedule to indicate in detail the compensation to be made to Contractor required under the contract.

**Attachment “B”** is a draft of a City contract as would normally be used in this procurement. Contractors' are not required to sign said contract at time of proposal submittal. A contract in final form will be forwarded to the successful contractor, for signature, prior to contract award. As part of the technical proposal, a contractor must review the terms and conditions and provide any exceptions. **NOTE: Any exceptions taken to the draft contract must be provided as an attachment to the proposal submittal.** If the contractor extends terms and conditions to another public agency, the contractor will enter into a separate agreement with that agency. It is expected that the City of Chowchilla will utilize the results of this RFP to select its collection agent shortly after the conclusion of the evaluation process.

**Attachment “C”** is an Insurance Requirements for Service Providers document.

\* \* \* \* \*

Note: This entire packet should be returned with the bid.

CITY OF MADERA  
BID PROPOSAL AUTHORIZATION  
ACCOUNT COLLECTION SERVICES

RFP NO. 201516-04

DATE \_\_\_\_\_

COMPANY NAME \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_

CITY / STATE / ZIP \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

EMAIL \_\_\_\_\_

PERSON PREPARING BID \_\_\_\_\_

POSITION \_\_\_\_\_

SIGNATURE \_\_\_\_\_

**ATTACHMENT "A"**

**CONTRACT COMPENSATION  
FEE SCHEDULE**

Contractor shall indicate in detail in the space provided on this form their compensation fee schedule to include the type of structure and collection fees required under the contract.

**COMPENSATION FEE SCHEDULE:**

If collected within first 30 days of placement \_\_\_\_\_ %  
If collected after 30 days of placement \_\_\_\_\_ %  
Accounts requiring legal/lawsuit filing \_\_\_\_\_ %

Additional Compensation: Please identify below any additional compensation requirements (if required):

\_\_\_\_\_ %  
\_\_\_\_\_ %  
\_\_\_\_\_ %

Additional Service Fees not based on a percentage factor:

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

## **AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the CITY OF MADERA, hereinafter referred to as "CITY" and \_\_\_\_\_, Hereafter referred to as "SERVICE PROVIDER";

### **RECITALS**

A. CITY desires to retain a qualified firm to provide account collection services in accordance with the Scope of Work contained in the Request for Proposal \_\_\_\_\_. The SERVICE PROVIDER has responded to the Request for Proposals ("RFP") to perform these needed services attached hereto as Exhibit "A" and incorporated herein as though set forth in full and as indicated in the response to RFP attached hereto as Exhibit "B" and incorporated herein as though fully set forth. The CITY desires to have the SERVICE PROVIDER perform the work in accordance with the RFP and the response thereto prepared by the SERVICE PROVIDER. The work to be performed in accordance with Exhibit "A" and Exhibit "B" is hereinafter referred to as the "Account Collection Services."

B. The SERVICE PROVIDER represents to CITY that it is a firm composed of highly trained professionals and is fully qualified to conduct these services for CITY as described in their Response to RFP \_\_\_\_\_ and accepted as final.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, it is agreed by and between the CITY and the SERVICE PROVIDER as follows:

1. Services. The CITY hereby employs SERVICE PROVIDER to perform the Account Collection Services herein set forth at the compensation and upon the terms and conditions herein expressed, and SERVICE PROVIDER hereby agrees to perform such

services for said compensation, and upon said terms and conditions CITY hereby authorizes SERVICE PROVIDER to commence work on \_\_\_\_\_, 2016.

2. Compensation. As compensation for all services of SERVICE PROVIDER in performance of this Agreement, CITY shall pay SERVICE PROVIDER as described herein.

Collection fees for services rendered shall be deducted from the collection of delinquent revenue, based on the commission fee schedule described in **Attachment "A"**.

No invoices for services are to be submitted to the CITY for payment processing.

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

This Agreement

Attachment "A" Contract Compensation Fee Schedule.

a. City's Request for Proposal \_\_\_\_\_, dated \_\_\_\_\_, 2015

b. SERVICE PROVIDER'S response to RFP dated \_\_\_\_\_, 2015 and all attachments thereto, by reference, included herein.

4. Term of Agreement. SERVICE PROVIDER shall begin work after receipt of the Notice to Proceed. SERVICE PROVIDER shall there upon work diligently, through \_\_\_\_\_, 2017 and continuously provide all the required services and activities described herein. The term of the contract shall be for a two year firm fixed price contract. CITY and SERVICE PROVIDER may, upon mutual agreement of both parties, extend this Agreement for up to three (3) additional one-year terms.

5. Qualifications of Employees. The CITY may require dismissal from the work on this contract, employees whom it deems incompetent, careless or otherwise objectionable to the public interest.

6. Account Litigation. The CITY, when deemed necessary, may request the SERVICE PROVIDER to proceed with legal action for collection of a delinquent account. Said action will be based upon agreement of the contract parties.

7. Account Assignment. SERVICE PROVIDER will be required to wait a minimum of three days after assignment of account before proceeding with collection.

8. Remittance. SERVICE PROVIDER will remit the net proceeds of collections by the 10<sup>th</sup> of every month along with a monthly Debtor Activity Report (DAR). Remittances are to be forwarded to the City of Madera, Finance Department, 205 W. 4<sup>th</sup> Street, Madera, CA, 93637.

9. 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**

Finance Division  
205 W. 4<sup>th</sup> Street  
Madera, California 93637  
559-661-5454

**Service Provider**

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

10. Termination for Contract Default. If at any time, in the opinion of the City Council, upon recommendation of the Finance Director, 1) seller fails to conform to the requirements of this contract; 2) seller seeks relief under any law for the benefit of insolvents or is adjudicated bankrupt; 3) any legal proceedings are commenced against the seller which may interfere with the performance of the contract; or 4) seller 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 contract, notice thereof in writing may be served upon him; and should he neglect or refuse to provide means for a satisfactory compliance with contract as directed by the Finance Director within fourteen (14) days from the receipt of such notice the City Council in any such case shall have the right and power, at its option and without prejudice to any other right it may have, to terminate the contract. Any excess of the cost arising there from will be charged against the seller and his sureties, who will be liable thereof. In the event of such termination, all monies due the seller or retained under terms of the contract shall be forfeited to the CITY; but such forfeiture will not release the seller or this sureties from liability for failure to fulfill the contract.

11. Termination for Convenience. This Agreement may be terminated by either party by giving sixty (60) days notice to the other in writing of its intent to terminate the Agreement.

Upon such termination, SERVICE PROVIDER shall submit to CITY an itemized statement of services performed to the date of termination.

12. Assignment and Subcontracting. The SERVICE PROVIDER shall not assign or subcontract the work, or any part thereof, without the previous written consent of the CITY, nor shall he 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 SERVICE PROVIDER 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 subservice provider fail to perform in a satisfactory manner the work undertaken by him, his subcontract shall be immediately terminated by the SERVICE PROVIDER upon notice from the CITY. The seller shall be fully responsible and accountable to the CITY for the acts and omissions of his subservice 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 subcontract and the CITY.

13. Independent Contractor. In the furnishing of the services provided for herein, the Service Provider is acting as an independent contractor and not as an employee of the City.

14. Indemnification. The Service Provider 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 Service Provider'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.

15. Insurance Requirements. During the term of this Agreement, Service Provider 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 Exhibit "A" and "B."

16. Successor and Assigns. CITY and SERVICE PROVIDER 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.

17. Legal Requirements and Permits. The SERVICE PROVIDER agrees to fully comply with all local, City, State and Federal laws, regulations and ordinances governing performance of contractual services required hereunder, and it will be the responsibility of the SERVICE PROVIDER to obtain any and all necessary licenses, permits and/or clearances.

18. 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.



19. 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.

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 \_\_\_\_\_

By: \_\_\_\_\_ By: \_\_\_\_\_  
Robert L. Poythress, Mayor \_\_\_\_\_(name)\_\_\_\_\_ (title)

APPROVED AS TO FORM  
City Attorney

ATTEST:  
City Clerk

By: \_\_\_\_\_ By: \_\_\_\_\_  
Brent Richardson Sonia Alvarez

ATTACHMENT "C"

**INSURANCE REQUIREMENTS FOR CONSTRUCTION AND SERVICES CONTRACTS**

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be borne by the Contractor.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office (ISO) Commercial General Liability coverage (occurrence Form CG 0001).
2. Insurance Services Office (ISO) Form CA 00 01 covering Automobile Liability, Code 1 (any auto)
3. Workers' Compensation insurance as required by the State of California and Employers Liability Insurance.

B. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- |   |  |  |
|---|--|--|
| 1. General Liability:<br>(Including operations, products and completed operations.) | \$1,000,000                            | Per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| 2. Automobile Liability:  | \$1,000,000                            | Per accident for bodily injury and property damage   |
| 3. Workers' Compensation:   | As required by the State of California |  |
| 4. Employers Liability:   | \$1,000,000                            | Per accident for bodily injury or disease.   |

In the contractor maintains higher limits that the minimums shown above, the City shall be entitled to coverage at the higher limits maintained by the contractors.

EXHIBIT "C"

Page 2

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers or (b) the contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

- a. The City, its officers, officials, employees and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided with two endorsements forms: 1) in the form of an additional insured endorsement to the Contractor's insurance, or as a separate owner's policy (CG 20 10 11 85 or its equivalent language) and 2) a CG 20 37 10 01 endorsement form or its equivalent language. A later edition of the CG 20 10 form along with the CG 20 37 coverage form will give some protection to the City for specific locations.
- b. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- c. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled by either party except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City
- d. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

2. Waiver of Subrogation

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

subrogation.

The workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of the City for all work performed by the contractor, its agents, employees, independent contractors and subcontractors.

E. Acceptability of Insurers

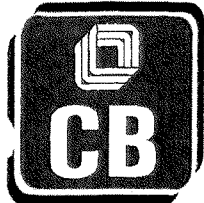
Insurance is to be placed with insurers with a Bests' rating of no less than A: VII, unless otherwise acceptable to the entity.

F. Verification of Coverage

Service Provider shall furnish the City with copies of original certificates and endorsements, including amendatory endorsements, effecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the entity before work commences; however, failure to do so shall not operate as a waiver of those insurance requirements. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

G. Subcontractors

Service Provider shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.



**MERCHANT  
SERVICES**

(209) 944-9001  
1-800-399-2400

October 23, 2015

City of Madera Purchasing-Central Supply  
Attn: Becky McCurdy, Procurement Services Manager  
1030 South Gateway Drive  
Madera, CA 95637

Dear Ms. Becky McCurdy:

Enclosed is a proposal from C B Merchant Services (CBMS) to the City of Madera for Debt Collections Services. C B Merchant Services is a professional collection agency established in 1917 (99 years ago) as a mutual benefit, not for Profit Corporation, incorporated in 1951. Our California Corp number is C0250210

Your primary contact and the person assigned to manage your account relationship is Ana Molina.

Ana Molina-Collection and Compliance Manager  
217 N. San Joaquin Street  
Stockton, CA 95202  
209-944-9001 Ext 124  
amolina@cbmerchantservices.com

Ana Molina has thirty plus years in third party collection agency management experience. Ana and her team possess the industry specific knowledge and hands on experience in implementing and managing relationships with similar requirements and procedures, such as yours.

You will find that our team is not only professional but it understands the terms and conditions of your RFP. CBMS will provide you and your customers the highest level of customer service thru our commitment to transparency, accountability and communication. We look forward to serving you and your clients.

Sincerely,

A handwritten signature in cursive script, appearing to read 'L. Guinn', is written in black ink.

Linda Guinn  
CEO/President

217 N. San Joaquin St.  
P. O. Box 209  
Stockton, CA 95201

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## TAB B Agency Profile

**General overview of agency, customer service philosophy, and identification of the primary office or branch that the City will be assigned to and where the city will send it business. What set the agency's government collection apart from others?**

Any agency can collect money. Achieving competitive results while providing superior service and actually improving client relations takes a special kind of agency- and that is C B Merchant Services. C B Merchant Services (CBMS) is a full-service accounts receivable management company located in San Joaquin County, California. Founded in 1917 by the Stockton Merchants Association, CBMS is a mutual benefit, not-for-Profit Company. As a not for profit organization, **our focus is on your financial health** and all that that encompasses. While other agencies define success by profitability, as a not for profit, we define success by client retention, employee retention, and the excellence of our reputation. As a result, CBMS has grown to become an industry leader in resolving and collecting City, County and State government delinquent accounts throughout California.

C B Merchant Services distinguishes itself from other agencies in a variety of ways including exceptional client relations, customized processes that conform to your requirements, dedicated client services, hands-on portfolio management, and more.

### **Exceptional Client Relations**

At CBMS, we approach our client as an advocate, not an adversary. Our first and primary efforts are to help your client get their bill paid. We will work with your client to assist them with questions.

### **Customized Processes Conform to Your Requirements**

Unlike many agencies, we have no interest in requiring our clients to conform to our policies and procedures. We are interested, however, in working with you and your staff to develop what you fill is an ideal agency relationship. By gaining a clear understanding of exactly what you are looking for in an agency, we will design a customized "total service package" to give you precisely the service you need. Whether our primary mission is exceeding performance goals and service requirements, CBMS is committed to meet and exceed your expectations. Our goal is to continually develop better and more profitable solutions for each of our clients in a user-friendly relationship that, according to your definition, will set the standard for client service.

### **Dedicated Client Services**

Client service is far more than a clerical function at CBMS. Our Client Services Department is focused on providing superior, pro-active service designed to reduce your administrative burden and create a user friendly relationship for your management team and staff. This begins long before the first placement of accounts.

### **Hands-on Portfolio Management**

CBMS has assigned Compliance and Collection Manager, Ana Molina as contract manager for this contract. Ana and her team will work with you to ensure that we meet or exceed your expectations for this contract. Ana is located at our corporate headquarters at 217 N San Joaquin St. Stockton, Ca. 95202. She can be reached by phone (209) 944-9001 ex 124 or via email [amolina@cbmerchantservices.com](mailto:amolina@cbmerchantservices.com).

Ana and the entire CBMS team look forward to partnering with the City of Madera on this contract.

### **Ownership and Legal Status**

CBMS is a member-owned, mutual benefit, not-for-profit Corporation serving thousands of clients throughout California.

### **Corporate Names and Business Entities**

We operate under the name C B Merchant Services, formally known as the Credit Bureau of Stockton. There are no other current, business entities associated with CBMS.

Our corporate headquarters is located at 217 N. San Joaquin Street, Stockton, California 95202. CBMS owns this property and we have been located here since 1981. All work for this contract will be performed from this location.

### **Customer Service Philosophy**

At CBMS, we approach your customer as advocate, not adversary. We will work with your customer in a collaborative manner to assist them with questions and we will guide them thru various repayment options available to resolve the account. Our first and primary efforts are to help your customers pay their bills. Our customers are the most important part of our daily business; they are not dependent on us. We are dependent on them. They are not an interruption to our work. They are the purpose of it. They are not an outsider in our business. They are part of it. We are not doing them a favor by serving them. They are doing us a favor by giving us an opportunity to serve them.



### **What sets your company apart from others providing similar services?**

*C B Merchant Services distinguishes itself from other agencies in a variety of ways including exceptional client relations, customized processes that conform to your requirements, dedicated client services, hands-on portfolio management, and more.*

*Any agency can collect money. Achieving competitive results while providing superior service and actually improving customer relations takes a special kind of agency—and that is CBMS. Established in 1917, as a mutual benefit not for Profit Corporation, our focus is on your financial health and all that that encompasses. While other agencies define success by profitability, as a not for profit, we define success by client retention, employee retention, and the excellence of our reputation. As a result, CBMS has grown to become an industry leader in resolving and collecting City, County and State government delinquent accounts throughout California.*

### **Exceptional Customer Relations**

*It is understood and accepted that CBMS will:*

- *Perform to a level consistent with or above City of Madera performance goals.*
- *Be responsible for all data compatibility to insure a smooth transition*
- *Not mingle data from the City of Madera with data of other clients.*
- *Maintain data security and confidentiality.*
- *Strive continuously to maintain the humanitarian image and integrity of City of Madera.*

### **Customized Processes Conform to Your Requirements**

*Unlike many agencies, we have no interest in requiring our clients to conform to our policies and procedures. We are interested, however, in working with you and your staff to develop what you feel is an ideal agency relationship. By gaining a clear understanding of exactly what you are looking for in an agency, we will design a customized "total service package" to give you precisely the service you need and desire.*

*Whether our primary mission is exceeding performance goals or service requirements, CBMS is committed to meet and exceed your expectations. Our goal is to continuously develop better and more profitable solutions for each of our clients in a user-friendly relationship that, according to your definition, will set the standard for client services.*

### **Dedicated Client Services**

*Client service is far more than a clerical function at CBMS. Our clientservice department is focused on providing superior, proactive service designed to reduce your administrative burden and create a user-friendly relationship for your management team and staff. This begins long before the first placement of your accounts.*

### **Hands-on Portfolio Management**

*CBMS has assigned Compliance and Collection Manager Ana Molina as contract manager for this contract. Ana will work with the City to ensure that we meet or exceed your expectations for this contract.*

*She is also available for phone conferences, one-on-one phone conversations, and via email. Ana is located at our corporate headquarters at 217 N. San Joaquin Street, Stockton, California 95202. She can be reached by phone at 209-944-9001 ext. 124 or via email at amolina@cbmerchantservices.com.*

*Ana and the entire CBMS team look forward to partnering with the City of Madera on this contract.*

### **Experience**

***Describe the agency's direct experience in servicing public sector clients. Please include: the number of public agency clients and agency's knowledge of and adherence to the California Government Code and other applicable laws. Provide statistical data showing measurable data related to accounts listed and collection results.***

*Training and compliance are at the core of CBMS's success. As previously mentioned, C B Merchant Services has successfully implemented collection programs for 20+ City, County and State Government agencies, representing multiple debt types, throughout California. C B Merchant Services prides itself in keeping abreast of the California Government Code and changes, along with Federal and State Laws related to collecting City, County and State Government debts. Our relationships with American Collectors Association, California Association of Collections, CMRTA and CROA provide valuable resources to enhance our staff training. If awarded the contract, CBMS will need access to information related to City of Madera's Municipal Codes for training purposes.*

*Currently CBMS is honored to service 20 public agencies, representing multiple debt types. . CBMS has experience on these types*





of government accounts: Utilities, Administrative Citation, Jail booking fees, Abatement fees, Animal Control, Police and Fire Alarm Permits and fines, Business license, Returned Checks, Contract property lease, Cobra Benefits, Payroll overpayments, Code Enforcement, Central Parking, Consumer & Commercial Sewer, Probation orders, Public Works damages, Police Dept. DUI, Encroachment Permits, Escort Police, Firework Enforcement, Fire False Alarms, Fire Inspections, Fire prevention inspection, Graffiti Vandalism, Recovery of Cost, Commercial storm drain, Water billing, Waste Hauling, Miscellaneous accounts, Library,

Type of Account	Accounts Listed	Collection Results
Utilities	43,761	24.3
Miscellaneous Accounts	1512	20.2
Administrative Fee	638	19.7

(Recovery Results vary based upon age and average balance of accounts at the time of assignment.)

Compliance is critical to any agency's success. During employee orientation, each employee will receive proper training on the importance of confidentiality of records, financial information, credit card numbers, credit reports, bank accounts, and any other confidential client specific information maintained by CBMS.

Each employee is trained in the proper use of computer information and passwords. Training includes controls and procedures to prevent employees from providing information to unauthorized individuals. Employee training also includes acceptable methods for proper disposal of all documents such as shredding of confidential information. Personal cellular phones and other electronic devices including personal items are not permitted into the work area. Phone calls are recorded and monitored for training, compliance and customer service purposes.

To ensure our collectors understand the law, CBMS staff members and managers hold the following training certifications:

- Federal Fair Debt Collection Practices Act (FDCPA) - All Staff
- California Robbins Rosenthal Act-(California FDCPA)- All Staff
- Unfair & Deceptive Acts and Practices Act – (UDAAP) - All Staff
- ACA International HCM Designation (includes Data Security)-Management
- Health Information Portability and Accountability Act (HIPAA) - All Staff
- Telemarketing Consumer Protection Act (TCPA) – All Staff
- ACA International Professional Collection Specialists – (PCS Designation) Supervisors and Management
- Professional Telephone Techniques-All Staff
- Fair Credit Report Act (FCRA)-Management
- Fact Act (FACTA)-California Fair Credit Reporting Act-Management
- Gramm Leach Bliley Act (GLBA)-Management
- Red Flag Rule for Identity Theft-All Staff
- Physical Security-Redundant sites for disaster recovery. Physical facility is protected by coded key FOB entry locks. Our building is a central station monitored medium-high security facility with on - site building security 24/7.
- Data Security - SAS 70, Soc 2 Compliant
- Security Awareness Training-All Employees

### **Relationship Management**

At the CBMS helm is a team of industry leaders, ready to partner with the City of Madera on this contract. Following are biographies of our key personnel.

#### **Linda Guinn, President/CEO (Authorized to enter into contractual agreement)**

Linda Guinn has 38 years' experience in the credit reporting and collections industry. Mrs. Guinn oversees all of C B Merchant Services functions including collections, sales, accounting and financial reporting. Mrs. Guinn reports directly to the Board of Directors.

Linda Guinn is knowledgeable in the Federal Fair Debt Collection Practices Act, California -Robbins-Rosenthal Act, and the Federal and State Fair Credit Reporting Acts, Gramm Leach Bliley Act, HIPAA, Red Flag and a magnitude of other laws pertaining to the accounts we collect.

Linda possesses the municipal government knowledge and hands on experience in implementing and managing relationships with similar requirements and procedures, such as yours.



### **Ana Molina, Compliance & Collection Manager/Operations Manager**

Ana Molina has over 35 years in the collection industry. Ms. Molina is responsible for corporate compliance and oversees all facets of the collection agency. By interacting with department supervisors, she monitors all duties such as the receipt of accounts and entering accounts (whether received manually or by automatic transmission) are processed securely according to established business protocol. Ana Molina is directly responsible for hiring, training, supervising all collection staff, in addition to regularly conducting collector and client account audits to ensure clients compliance and performance target are met. Using the DAKCS software system, she regularly reviews reports and works efficiently and professionally with sales, accounting and key management staff in order to assist clients in a professional manner.

Ana Molina is knowledgeable in the Federal Fair Debt Collection Practices Act, California -Robbins-Rosenthal Act, and the Federal and State Fair Credit Reporting Acts, Gramm Leach Bliley Act, HIPAA, Red Flag and a magnitude of other laws pertaining to the accounts we collect.

Ana possesses the municipal government knowledge and hands on experience in implementing and managing relationships with similar requirements and procedures, such as yours.

### **Shirley Goulart, Account Executive**

Shirley has over 20 years of industry experience and is directly responsible for establishing and maintaining all client relationships for C B Merchant Services. Shirley will be your dedicated liaison to ensure you enjoy a high level of customer satisfaction. Shirley Goulart is knowledgeable in the Federal Fair Debt Collection Practices Act, California -Robbins-Rosenthal Act, and the Federal and State Fair Credit Reporting Acts, Gramm Leach Bliley Act, HIPAA, Red Flag and a magnitude of other laws pertaining to the accounts we collect. Shirley possesses the municipal government knowledge and hands on experience in implementing and managing relationships with similar requirements and procedures, such as yours.

### **Linda Isaak, Bookkeeper**

Linda has over 29 years in the credit and collection industry

As the bookkeeper she is responsible for all facets of accounts payable, accounts receivable (non-collection), posting collection payments, preparing financial statements, payroll, running month end reconciliations. Ms. Isaak works efficiently and professionally with collection, sales and management staff, and assists clients in a professional manner. She is knowledgeable with the Fair Debt Collection Practices Act, Robbins-Rosenthal Act, and the Fair Credit Reporting Act, Gramm Leach Bliley Act, HIPAA, Red Flag and other laws pertaining to the accounts we collect. Linda possesses the municipal government knowledge and hands on experience in implementing and managing relationships with similar requirements and procedures, such as yours.

### **Wendy Costa, Collection Supervisor**

Mrs. Costa has over 18 years' experience in the collection industry and is directly responsible for the clerical department duties such as; receiving of accounts, entering accounts (whether received manually or by automatic transmission), review of reports, supervising employees, hiring, training, and client services and account auditing. Wendy oversees all collection efforts including issues that must be escalated for resolution to ensure clients and customers receive excellent customer service. Mrs. Costa is certified on the Fair Debt Collection Practices Act, and knowledgeable of the Robbins-Rosenthal Act, and the Fair Credit Reporting Act, Gramm Leach Bliley Act, HIPAA, Red Flag and other laws pertaining to the accounts we collect. Ms. Costa has earned IACCA designation as a Commercial Collection Specialist and professional designation with ACA International as a Professional Collection Specialist. Wendy possesses the municipal government knowledge and hands on experience in implementing and managing relationships with similar requirements and procedures, such as yours.

### **Linelle Carlsson, Shift Supervisor**

Ms. Carlsson has over 6 years in the collection field and oversees all collection efforts including issues that must be escalated for resolution to ensure clients and customers receive excellent customer service. Ms. Carlsson is certified in the Fair Debt Collection Practices Act, and is knowledgeable of the Robbins-Rosenthal Act, and the Fair Credit Reporting Act, Gramm Leach Bliley Act, HIPAA, Red Flag and other laws pertaining to the accounts we collect. Ms. Carlsson is also responsible for collection of accounts, reviewing of reports, training, and, supervising employees using the DAKCS Software System. Linelle possesses the municipal government knowledge and hands on experience in implementing and managing relationships with similar requirements and procedures, such as yours.

CBMS has a staff of 22 collection employees assigned to your accounts. Our team members have, at minimum, a high school education, and some individuals are college educated.

All staff members have completed our comprehensive collection training program. We have many employees who have been here their entire career life and others who have been here as little as one year. Our collectors have an average of 10 or more years of experience. Our retention rate for employees is 74 percent, considered among the highest in the collection industry.



**TAB C: References**

Please provide five (5) references that are similar size and scope of service utilization as the City, preferably cities or counties. Include the following information for each:

- Contact Name and Title
- Name of Customer
- Address
- Telephone Number
- Fax Number
- Number of years as Customer
- Service Provided.

City of Upland	Lorrie Cluck	P O BOX 460 Upland, CA 91785	(909) 931-4156 (909) 319-923	Business Lic, Library, Utilities, Misc. Rec, Rtn checks, Water Sewer, Refuse, Code Citation, Adm. Citation	2014
City of Lodi	Ruby Paiste Finance Manager	P O Box 3006 Lodi, CA 95241	(209) 333-6800 Ext. 2591 209-333-6795	Utilities, Court Ordered Fines, Damages, Fire Department Alarms, NSF Checks, PD Alarms, Loans, Park and Rec.	1993
City of Claremont	Shawna Urban Finance	P O Box 880 Claremont, CA 91711	(909) 399-5343	Admin Citations, Code Enforcement, Rtn Checks, Misc. Rec	2009
City of Galt	Michelle Neeley Finance Director	380 Civic Drive Galt, CA 95632	(209) 366-7150	Utilities, Commercial, Return checks	1996
City of Stockton	Ryan Pham Revenue Recovery Mgr.	425 N. El Dorado St	(209) 937-7178 (209) 937-7184	Utilities, Risk, Fire and Pd Alarms, Ret Checks, Damages, Animal Control, Bus Lic, Cobra Enforcement, Central Parking, Code Enforcement, DUI, Escort Police, Fire Inspections, Fire Permits, Graffiti Vandalism	*2014
City of Patterson	Aracely Rocha Finance	P O Box 667 Patterson, CA 95363	(209) 895-8052 (209) 895-8059	Utilities, Comm, Returned Checks, Misc,	2001
City of Newman	Alicia Torres Finance	P O Box 787 Newman, CA 95360	(209) 862-3725 (209) 862-3199	Utilities, Business Licenses, Admin Citation	2002

\*City of Stockton, Most recent service agreement signed in 2014. C B Merchant Services has serviced this account intermittently since 1979.



## TAB D: Firm Qualification

*Provide information on your firm's background and qualifications which addresses the following:*

*1. Name, address, and telephone number of contact person; and,*

C B Merchant Services  
217 N. San Joaquin St  
P O Box 209  
Stockton, CA 95201

Linda Guinn CEO/President 209-944-9001 Fax 209-944-0795

Email: lguinn@cbmerchantservices.com

Website: cbmerchantservices.com

Employ: 22 collectors

Federal Identification and/or Social Security number: 94-1160895

State in which incorporated:

Incorporated in the State of California in 1950.

*2. A brief description of your firm*

C B Merchant Services is a professional collections agency established in 1917 (99 years) as a mutual benefit, not for Profit Corporation. We add to the financial health of Cities and Counties throughout California by handling the tough parts of accounts receivable management-delinquent accounts

At CBMS we combine efficiency, professionalism, and persistence with a commitment to excellent client service and outstanding customer relations to maximize recovery to increase your bottom line. Our dedication to this philosophy has allowed us to build long term quality partnerships our clients, many of which are decades old.

Studies show that by increasing your telephone contacts you'll increase the likelihood your account will be paid. *"The wheel that squeaks the loudest is the one that gets the grease."* As a fully automated collection agency on the DAKCS collection system, our collectors retrieve information with the touch of a button. In addition to mailing collection notices on each account assigned, predictive dialing technology (TCPA Compliant) ensures "live contacts" are being made. Live agents manually dial those accounts excluded from the dialer to ensure compliance with Telemarketing Consumer Protection Act (TCPA). By utilizing a combination of predictive & manual dialing or messaging campaigns, our collectors increase the likelihood of contacting the responsible party to arrange for payment in full on your accounts.

C B Merchant Services covers the entire collection process from initial contact to final resolution.

Our proven track record of consistently exceeding the national average reflects the quality of our people. All employees receive extensive training on the Fair Debt Collection Practices Act, Fair Credit Reporting Act, Gramm Leach Bliley Act, HIPAA, Red Flag, TCPA and other laws pertaining to the accounts we collect. C B Merchant Services collectors are required to pass State and Federal regulations tests as well as participate in continuing education.

You'll enjoy a higher rate of return due to the depth of our experience in the industry as well as our professional affiliations nationwide.

Your account information is safe with C B Merchant Services. Once you've set up your account, you may refer and manage accounts through our secure internet web portal. Private information is secure in a double fire walled computer network that is available only to authorized C B Merchant Services Clients. Records are backed up nightly, weekly and



monthly. They are stored in a secure off-site location. In addition to ensure the safety of your private information, we utilize a third party security service.

C B Merchant Services is licensed, bonded and insured to collect your delinquent accounts. In order to provide the highest level of assurance in financial reporting our financial records audited annually by a certified public accounting firm, as directed by our Board of Directors.

***3. Describe any failure or refusal to complete a contract, including details and dates.***

CBMS has never failed or refused to complete a contract.

***4. List any disciplinary or investigative action, including audits, the past five (5) years conducted by a professional body or local, state or federal branch of government of your firm.***

CBMS has never been investigated or audited by any professional body, or local state or federal branch of government.

***5. List any and all litigations, pending or final, to which you are a party that is related or similar to the services being solicited in the past five (5) years***

C B Merchant Services has not been a (Defendant) party to the following: judgments, litigations, licensing violations or any other violations in the past 5 years.

C B Merchant Services in the regular course of business is a Plaintiff on many litigations (pending or final) representing our clients in municipal court where we are seeking a judgment to collect on an assigned account. A detailed listing will be provided upon request.



## TAB E: Agency Compensation Fees

*Agency Compensation Estimated fees and total cost for the collection service. Fee schedule shall be included which will be valid for the term of the contract.*

*We are pleased to extend to the City of Madera the following fee schedule.*

### Utility Fees

No Fee Letter Service – Optional ten day free letter service.  
19% if collected within first 30 days of placement  
19% if collected after 30 days of placement  
19% Court Action, if required no cost incurred by the city

### Business License Fees

No Fee Letter Service – Optional ten day free letter service.  
19% if collected within first 30 days of placement  
19% if collected after 30 days of placement  
19% Court Action, if required no cost incurred by the city

### Administrative Citations Cost

No Fee Letter Service – Optional ten day free letter service.  
19% if collected within first 30 days of placement  
19% if collected after 30 days of placement  
19% Court Action, if required no cost incurred by the city

### Jail Booking Fee

No Fee Letter Service – Optional ten day free letter service.  
19% if collected within first 30 days of placement  
19% if collected after 30 days of placement  
19% Court Action, if required no cost incurred by the city

### Nuisance Abatement Costs

No Fee Letter Service – Optional ten day free letter service.  
19% if collected within first 30 days of placement  
19% if collected after 30 days of placement  
19% Court Action, if required no cost incurred by the city

### Miscellaneous Receivables

No Fee Letter Service – Optional ten day free letter service.  
19% if collected within first 30 days of placement  
19% if collected after 30 days of placement  
19% Court Action, if required no cost incurred by the city



## Tab F: Miscellaneous Questions:

*Please respond to the following.*

**1. Does the agency have a toll-free number for customer service? Yes, 800-399-2400. What are the hours of operation for customer service? Monday- Friday 8am -7pm and Saturday from 8-noon. Where is the customer service center located? 217 N. San Joaquin St. Stockton, Ca 95202**

**2. What is the agency's policy regarding installment agreement with debtors.**

CBMS will follow the installment plan as set forth in the RFP. Absent a client specific installment requirement, our office policy is as follows:

Our initial letter requests payment in full on the account. Thereafter, once contact is made with the consumer, the collector through a series of questions will determine the consumer's willingness and ability to pay the account. Every effort is made to successfully negotiate either payment in full or a payment plan that the consumer will follow through with. When any promise to pay is received on an account, a code is entered into our system that requires a scheduled payment amount and due date. This account does not appear in the collectors call queue again unless the payment is not received.

When a promise to pay is broken, the account is placed back in the calling queue for immediate follow-up. To increase the likelihood of contact, broken promises are followed up at the same time of the day that the original promise was made. Follow-up calls continue until payments are re-established or the account is paid in full.

### Flexible Payment Options for Consumers

We offer many flexible payment options to increase likelihood of payment on the account. Consumers have the option of paying over the phone, via our secure Internet portal 24/7, via U.S. mail or by visiting our office. CBMS has seven payment windows available for walk-in traffic. We accept a variety of payment forms (Reg. E complaint) including the following:

Visa, Master Card, Discover, Personal Checks, Post-dated checks, Money orders, check by phone, Cash

Settlements are not accepted without specific authorization from the City of Madera.

**3 What is the agency's policy and procedure for reporting to credit agencies?**

At your option, we will report all accounts (\$25.00 and up) that are placed for collection to all three credit reporting agencies. We wait a period of 60 days before reporting the account. Accounts paid in full, settled or canceled within the first 60 days are not reported. This avoids reporting those accounts that have a sincere intention to resolve their obligation. Our monthly credit reporting file is sent to the credit reporting agency's by the 5<sup>th</sup> of each month.

There is No Charge –CBMS does not charge a fee for reporting accounts

According the State and Federal law accounts referred for collection may be reported on the credit report for up to seven years, paid or unpaid, which greatly improves the potential of collecting your account over an extended horizon.

**4. What is the agency's policy and procedure for obtaining judgments?**

No account is for considered for judgment without written authorization from the City of Madera. CBMS uses the following procedures to help identify possible candidates for potential judgments before they are passed on for your review.



Subject to clients specific limitations, unreasonable payment amounts or refusals to pay a valid claim on accounts with balances of \$1000 or greater are evaluated for possible legal action. Subject to identifiable assets, with your permission, we'll go the full extent of the law to collect your account. With your authorization, we will advance all court costs and attorney fees necessary to obtain a judgment. You save the out of pocket legal costs, as well as the hassle of small claims court. Once judgment is obtained we will promptly lien the attachable assets.

**5. Are Account Analysis reports on line?** Yes, CB Merchant Services has the ability to provide unlimited customized reports developed to your specific requirements. Sample reports are enclosed, however each public agency differs, and we will also provide reports in comma delimited format for ease of manipulation. We will capture any and all data elements you desire in order to provide client specific customized reports available on demand or at scheduled intervals.

**6. What methodology, approach and resources are used in debt recovery?**

**Collection Letter Service (Optional)** - Collection Letter Service is a free demand letter. This initial notice is mailed to the address you provide and is scrubbed and NCOA screened to ensure deliverability of the notice. This initial notice identifies the amount due City of Madera and appeals to the consumer to identify disputes, if any, and requests payment in full. Our toll free number is provided to ensure ease of contact and open communication to discuss payment arrangements. There is no charge on amounts collected during the first ten days.

### **Collection Process**

C B Merchant Services covers the entire collection process from initial contact to final resolution. Once assigned for collections (or following the letter service period), our first contact consists of both telephone and/or letter communication requesting payment in full and providing all the necessary disclosures, as required by law. In addition to mailing collection notices on each account assigned, predictive dialing technology ensures "live contacts" are being made on your accounts. By utilizing a combination of TCPA Compliant predictive dialing, manual dialing and/or messaging campaigns, C B Merchants increases the likelihood of contacting the responsible party to arrange for payment in full on your accounts. We recognize that many households are two income wage earners, consequently, we have extended business hours; we are available all five (5) evenings per week till 7:00 p.m. including Saturday 8:00 a.m. to noon.

Our twenty two (22) collection specialists are courteous and tactful, but firm enough to get the job done. Each account is evaluated individually based upon many factors; amount referred, age of account, consumers financial situation and financial resources. We are sensitive to customer concerns and in all cases where an error appears to have been made, we will investigate to ensure that the collection action is correct and proper. We are open to discussing payment arrangements with the consumer provided the payment amount is reasonable and the financial situation has been verified.

In addition to extended business hours (evening shifts) and a bilingual staff, we provide a number of instant pay-by-phone and web-based payment options which greatly improves our success in collecting your accounts.

We leverage the most current technology and information resources available, along with our highly trained staff, to collect more for you!

### **Skips and Mail Returns**

Skips and mail returns require special handling and are immediately referred to our comprehensive skip tracing team prior to commencing with collections effort.

### **Reporting**





According to the State and Federal law accounts referred for collection may be reported on the credit report for seven years which greatly improves the potential of collecting your account over an extended horizon.

### **Legal**

Unreasonable payment amounts or refusals to pay a valid claim on amounts over \$1000 will be evaluated for legal action. With your permission, we'll go the full extent of the law to collect your account. With your authorization, we will advance all court costs and attorney fees necessary to obtain a judgment, when warranted. You save the out of pocket legal costs, as well as the hassle of small claims court. Once judgment is obtained we will promptly lien the attachable assets.

C B Merchant Services has a staff of 22 collectors that will be working on your account if we are awarded your contract. Our business office consists of 10,000 square ft., and our, highly secure, scalable network permits scalable work stations as needed. We have the financial capacity and ability to ramp up workstations as needed. The average experience level in our workforce is 13 years.

The education level of our staff ranges from high school graduates, some college, and trade school and college graduates. We are able to collect nationwide thru our bonded affiliation with American Collection Association.

Our twenty two (22) collection specialists are courteous and tactful, but firm enough to get the job done. Each account is evaluated individually based upon many factors; amount referred, age of account, consumers financial situation and financial resources. We are sensitive to customer concerns and in all cases where an error appears to have been made, we will investigate to ensure that the collection action is correct and proper. We are open to discussing payment arrangements with the consumer provided the payment amount is reasonable and the financial situation has been verified.

### ***7. What is your agency's estimated success rate of collection based upon various types and ages of accounts?***

Based upon our inventory of similar type accounts we forecast to recover 25% of dollars assigned for City of Madera. Assignment results will vary based upon age and type of the accounts assigned and the unique demographics of the areas served.

### ***8. Can your agency send monthly reports electronically? Yes***

CB Merchant Services has the ability to provide unlimited customized reports and will capture any and all relevant data elements you desire.

#### **Date of Customer payment**

- a. The City's account number for the consumer
- b. Consumer's personal identification number
- c. Consumer's name and date assigned
- d. Date City mailed closing bill to consumer
- e. Address where debt was incurred
- f. Payment amount and status (partial payment or paid in full).
- g. Dollar amount of each payment received which is due to the agency to cover the collection fee
- h. Dollar amount of each payment received and amount due to the City
- i. Remaining individual consumer account balance, if any
- j. Where payment was made, to the agency or the City
- k. Provide a summary total for items g, h, and i



*9. Does your agency have a staff that is bi-lingual and do you have collection letters that are available in Spanish for bi-lingual customers?*

Thirty-one percent of the CBMS collection team and managers speaks English and Spanish. Our collection letters are in English and Spanish. We use a language translation line when required for other languages.

*10. Does your agency provided consultation on collection procedures to the City Staff?* Yes, CBMS is happy to consult with the City on Account Receivable Management and compliance. Recent programs offered to similar type clients include (but is not limited to); How to Make a Collection Call, Skip Tracing Using the Internet, Advanced Collection Procedure, Understanding Bankruptcies; How & When to File a Claim, When to Consider Legal Action to Collect Your Account.

*11. Describe your experience in dealing with delinquent utility bills, fines, liens, etc., levied against properties in foreclosure.*

### ***Collection Letter Service (Optional)***

#### ***Collection Process***

As a result of the economic downturn, we have substantial experience in collecting accounts for properties in foreclosure. Aside from our traditional collection processes, (Policies & Processes, Reporting & Legal) , we have found we often need to locate the consumer and educate them of their financial responsibility up to the point of foreclosure. C B Merchant Services has access to online public records to verify Foreclosure Sale dates etc. With our client's permission, services billed after foreclosure are transferred to the property lien holder (bank or financial institution) for additional collection effort. We have found that most consumers, once located, are now in a better financial situation than they were when the property was in foreclosure. Once appropriate billing details are provided they are usually willing to pay. Banks and Financial Institutions generally pay when receiving appropriate proof of the debt obligation. We will also work directly with title companies on letters of demand.

*12 Does your agency have the means to validate address information received from the City before commencing the collection action?* **YES** Prior to the first placement of your accounts, all accounts are scrubbed and National Change of Address (NCOA) screened to ensure deliverability prior to mailing the first collection notice. We will run your accounts thru the National Change of Address, to validate the address for the validation letter to be received by the consumer.

*13. Does your agency perform skip-tracings of the debtors* **YES**, CBMS is very adept at locating missing debtors. We believe that skip tracing is a natural part of the collection process, and collectors and skip tracers must have the proper training and tools to do their jobs well. We conduct real-time searches on public and proprietary records as well as conducting extensive phone data searches, which include cell phone verification, reverse look up, caller ID, and carrier contact information. Some examples of our skip trace resources (which are pulled direct to our collectors' screens) are:

- ☞ Accurint
- ☞ CLEAR
- ☞ Equifax
- ☞ RealQuest
- ☞ TLO
- ☞ Trans Union
- ☞ Vehicle Registrations
- ☞ Bankruptcies
- ☞ Real Property data
- ☞ Records of persons, criminal and court records
- ☞ Business data
- ☞ Professional Licenses



- ☞ Corporate records
- ☞ Postal tracers
- ☞ Directory assistance
- ☞ Criss-cross directories
- ☞ NCOA files
- ☞ Property owner/landlord searches
- ☞ DMV searches (in provider states)
- ☞ County tax assessors
- ☞ Neighbors
- ☞ Surname matches
- ☞ National data bases
- ☞ Neighborhood income demographics
- ☞ New Movers
- ☞ Death Index
- ☞ Phone data (cell phone, reverse look up, caller Id, carrier contact information, ported flags)

Our growth over the years is largely due to our ability to locate and recover an above-average percentage of skip accounts for our clients.

All work will be handled by trained CBMS staff, insured to handle confidential customer information.



## **TAB G: Implementation Plan and Cost**

*1. Please describe in detail, the agency's plan to implement the proposed services and to ensure a smooth, error free conversion.*

During the transition phase, CBMS runs a series of internal quality control checks to ensure a smooth transition for each client. Quality control occurs in two phases: (1) internal processes and contractual requirements and (2) process testing and acceptance.

### **Phase One: Internal Processes and Contractual Requirements**

CBMS runs a series of test accounts through our system based on each new client's requirements, prior to the first placement of that client's accounts. This provides assurance that all systems, from computers to the mailroom, are functioning properly. Quality control checkpoints will include:

- Confirm all electronic data transmission protocols and interface requirements
- Submission and review of media
- Review reporting layouts and schedules
- Review all payment procedures
  
- CBMS reviews all collection procedures with respect to contractual requirements during Phase One. Any aspect of CBMS' proposed Business Plan that is not in strict compliance is modified. New client quality control checkpoints include the following:
  - Review and customization of all dunning and administrative notices
  - Review all litigation preparation requirements and procedures
  - Review all collection procedures and time frames
  - Review performance goals
  - Review and customization of reports including content, frequencies, and formats
  - Review payment procedures
  - Confirm client-specific training content
  - Review quality control program interface

### **Phase Two: Process Testing and Acceptance**

Upon approval of all of the above, CBMS will initiate all programming and procedural changes and commence training updates. Each collector will be required to pass a written exam on any specific requirements and procedures prior to assignment of accounts.

We believe that the most important aspect of quality control is preparation. A series of three test contracts are run through our system based on your requirements, prior to the first placement of your accounts. This process validates the proper customization and operation of all systems and processes prior to receiving the first placement file.

*2. Please detail all cost and the responsible party (agency or City) associated with the conversion of all the accounts.*

C B Merchant services will be responsible for the conversion cost.

*3. Will the agency provide on-site training for the city personnel, if needed?*

YES, CBMS fully supports on-site training sessions. CBMS typically will send the number of staff that is needed for this training session, depending on the specific needs of the project. CBMS staff prepares all the training materials needed for the training session.



*4. Describe in detail how the agency handles problems resolutions, customer service, day-to-day contact and ongoing maintenance of government clients.*

On a daily basis sample calls and accounts are randomly monitored to ensure a high level of customer service is provided in addition to strict adherence and compliance with security policies and collection laws. If deficits are discovered in the monitoring, the employee receives immediate counseling and exposure to retraining and will recertify their commitment to comply with C B Merchant Services Policies and Procedures. Our management and staff are acutely aware of the negative impact generated by complaints made by the public. This negative impact reflects upon the entire collection industry as well as its clients. Accordingly, all staff receives special and specific training in the importance of positive consumer-relations in order to prevent complaints from ever being generated. In the rare instance that a complaint is received regarding our collection activity, CBMS will, upon notification of such complaint, immediately suspend all collection activity and present said account to senior management for review. Depending upon the nature of the complaint, senior management will interview the collector involved and the complete history of the collection activity including available call recordings. Following review of all pertinent information, senior management will advise the client of our findings, and affect the appropriate resolution of the complaint.

A log is maintained by our Client Service Department for any complaint received, and its resolution. These logs are monitored regularly by management to ensure no continued pattern of complaints exists. Additionally, copies of all related documents will be forwarded to our clients designated management, as requested.



## TAB H: Service Enhancements.

*Based on the information provided in the RFP and your firm's knowledge of the public sector, please describe any services or technological enhancements, not previously mentioned, that should be considered for further improving the effectiveness of the City's collection services.*

CBMS' wide range of programs and capabilities can assist you with separate and distinct programs for:

- **Pre-collections:** These programs include friendly reminder notices, billing follow-up calls, insurance follow-up, and diverse customized calling campaigns.
- **Rapid Recovery:** This Cost effective collection letter service is designed to help enhance your internal recovery efforts before write-offs or placement with a collection agency. Collect more in house without paying traditional collection agency fees.
- **Billing and follow-up (self-pay):** This highly customized solution includes billing, payment processing, and courtesy follow-up calls made on behalf of the client by CBMS staff.
- **Education Seminars:** We offer ongoing training and educational opportunities for our clients that will assist them in the day-to-day challenges of account management. In-depth seminars include the following topics: basic collection techniques, advanced collection techniques, skiptracing, bankruptcies, document security, etc. Customized training programs are available.

If you have the need for, or like to discuss, how we can assist you with additional outsource services, we will be happy to meet with you to review your goals and gain a clear understanding of how we may help you to achieve them with a more cost-effective program to augment your current in-house efforts.



## TAB I: Disaster Recovery Plan

*The agency shall have and maintain a disaster recovery plan to protect the City's receivables and the confidentiality of the information contained therein. The agency shall propose an off-site storage location and plan for backing up data daily.*

CBMS maintains security on all data, including backup systems in the event of system failure due to natural disaster or otherwise.

CBMS has implemented several measures to insure the security of our clients' data. All access to the computer system itself is protected by a multiple password scheme. If you are connecting to the system from outside of the physical CBMS facility, a password is required to get to the banner and normal user logon. Therefore, an outsider would not even know what type of system they are trying to access without first knowing this system password. Once access to the system has been granted, the user must then use a user name/password to actually use system resources. This combination is unique to each user, and identifies to the system software what capabilities that particular user is allowed to have. The system is designed so that clients are allowed to access their own accounts only.

### ***Hardware Description***

The CB Merchant Services systems infrastructure is based primarily on a Windows 2008 R2 Domain, and UNIX NOS topology. Windows 2008 provides all authentication, authorization, file and print, name resolution, and Group Policy services, while the single Linux instance houses the primary DAKCS application. The mail solution is based on a hosted Microsoft Exchange 2010 environment.

There is a NAS server on site that currently houses redirected folders from client workstations. CBMS uses a dual backup methodology. All of our direct access storage devices (DASD) are redundant. We maintain a complete backup of the live data. In addition, we perform a complete backup nightly. The daily backups are archived for a week, the weekly backups are archived for a month, and the monthly backups are archived for a year. Yearly backups are archived indefinitely. VPN and Data is AES – 256 Encryption, which provides CBMS and our clients the highest level of data security possible, both locally and in the data center.

Our software is supported 7 days a week, 24 hours a day. DAKCS can access our system via modem or on-site, to handle any software problems or programming needs. CBMS warrants that it will be able to resume full activities within 72 hours after a natural disaster disrupts our normal performance.

Hosted environment consists of the following:

- Hosted Exchange 2007 server
- Hosted Windows 2008 servers configured to serve Act and Peachtree to clients
- Hosted DAKCS server on Unix platform

**There is a secure NAS server on site for local file and data storage with the backup sent to our SSAE SOC Certified, SAS 70 Type II Data Center off site from the local Stockton Office.**

### ***Data Center Details***

The Raymar facility protects our mission-critical operations and maintains the SSAE 16, SOC Certified, SAS &) Type II compliance with the ability to grow when we do. Raymar's server colocation hosting service enables CBMS to house our mission critical Internet server in a highly secure facility – they offer superior security, un-capped bandwidth, and redundant internet connections and power. The data center provides unparalleled high performance, high availability, and is SAS certified for all colocation customers.



### Power

Custom uninterruptible power solutions together with our fortunate geographic position makes Raymar exempt from planned power blackouts and ensure the power will be 365 days and nights per year.

### Redundancy

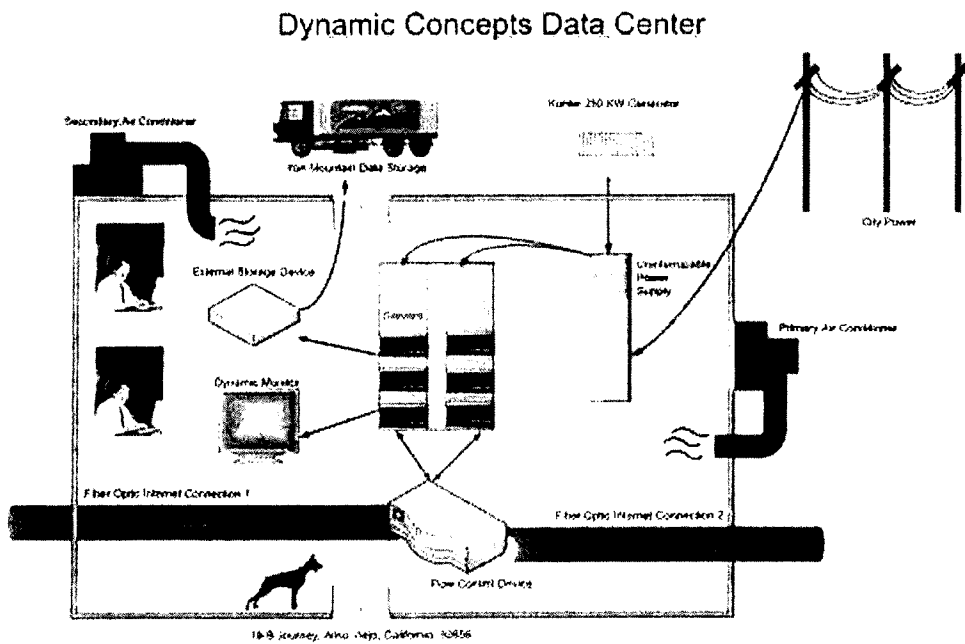
Raymar's network hosting, power and connectivity are all fully redundant. They are BGP-6 routed with multiple fiber-links from outside providers. They own their own IP space and are not dependent on connectivity providers for IPs. They have engineered the Data Center and all points-of-failure to be fully redundant and ready for fail-over in case of emergency. Recognizing we run mission critical Internet applications, which must be running 24/7/365, the Raymar Data Center meets or exceeds our customer requirements.

### Connectivity

Utilizing proprietary network architecture and advanced routing technologies, Raymar is able to route, or transfer, data to and from our Data and Application Center, where we are directly connected to our upstream providers. This optimal routing of data traffic to and from our server hosted at the Raymar Data Center over the multiplicity of networks that comprise the Internet enables higher transmission speeds, lower instances of data packet loss and greater quality of service for the customer visiting our server or applications!

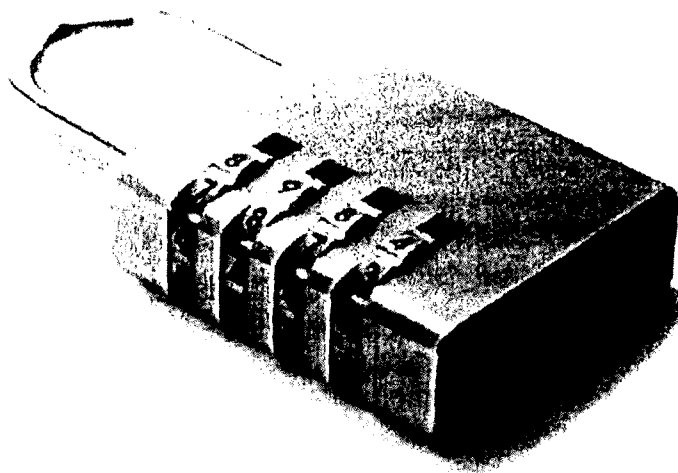
### Additional Information

Kohler 250KW generator and 40KVA UPS. Monitored around-the-clock by network Engineers. Fully redundant environment, power and connectivity - Continuous Monitoring 24/7/365 - Backup - daily with offsite rotation - Quality Bandwidth and Reporting, AW Stats - Repair and Replacement - within 4 hours - Exceptional support response within 4 hours of incident - Security Services - software and hardware patches and updates - Add-ons: Control Panel, Firewalls, etc. -Optional: Customized software development on demand - Equipment Rotation Life Cycle every three (3) to five (5) years.



Raymar Data Center





# The Safety and Security of Your Data is a Serious Matter

The safety and security of your data is of the utmost importance. That's why continuously synchronized encrypted backups of your data are transmitted to off-site servers in not one, but two redundant data fortresses located bi-coastally in San Diego, CA and rural Pennsylvania.

## Your Data-Protected and Secure

### Power Protection

These data centers use Uninterruptible Power Supply (UPS) battery systems, as well as N+1 emergency generator configuration to ensure that off-site servers storing your data are continuously powered.

### Fire Protection

The data centers use waterless FM200 Gaseous Fire Fighting Systems to protect against fire and eliminate potential damage from traditional fire safety systems. The gas used by the FM200 System is rated for use in active electrical environments because it has no electrical conductivity. In addition, the FM200 System meets environmental standards, leaves no residue, and is approved for use in occupied spaces.

### Environmental Protection

Temperature and humidity controls are continuously monitored and performed by full data-grade HVAC systems using advanced hot and cold aisle containment. These highly efficient systems are designed to separate the cool air supply from the hot air exhaust. The hot exhaust is immediately captured at the point of origin and instantly cooled via return through the cooling system, thereby protecting the hardware containing your data from changes in temperature and humidity.

### Physical Protection

Your data is stored in an encrypted state and physically protected and guarded at all times. Staffed and monitored 24/7, no one can physically access the secure data centers without global biometric authentication- retinal or palm scan verification. In addition, remote critical facilities management teams track all authenticated data center personnel and monitor, report, and record all access and activity, ensuring the most comprehensive security possible.

## Your Data - Intact and Accessible

The redundant bi-coastal data centers connect to multiple redundant carriers forming a fail-safe network. So, in the event of a fiber cut, service outage, or a regional disaster that effects or shuts down a carrier or even an entire data center, the network remains intact and operational, meaning your data is always accessible.

## Continuous Efficacy Controls

The American Institute of Certified Public Accountants ("AICPA") recently created the Service Organization Control (SOC) framework that goes beyond the SAS70 standard. While SAS70 utilized audit criteria that were defined by the data center, SOC 2 and SOC 3 reports put stricter audit requirements in place and set a higher bar with more meaningful audit standards. Our resilient and fault-tolerant Tier III data centers require frequent SOC 2 Type II and SOC 3 audits to certify that all of our facilities have the physical security controls and policies in place to help you meet your regulatory or industry compliance requirements.

YOU CAN TRUST YOUR  
DATA IS PROTECTED  
AND SECURE.



Raymar Information Technology Inc.

[www.raymarinc.com](http://www.raymarinc.com)

916-580-1420

[Raymarsales@raymarinc.com](mailto:Raymarsales@raymarinc.com)



## **TAB J-Credit Card Services**

*The contractor shall be capable of accepting and processing credit card payments via telephone for Visa and MasterCard as a minimum requirement. The cost for this service must be included in the overall price quoted in the bidder proposal.*

**Bidder agrees and will comply**



## **TAB K Management Report Requirements:**

1. By the 10<sup>th</sup> of each month, the contractor will provide a report of their paid accounts to the Finance Department. The monthly reports shall include the information listed below.

**The name of the debtor.**

**The City's account number.**

**The original amount owed.**

**The data submitted**

**The amount paid within the prior month**

**Uncollectible accounts, broken out on the report by reason (i.e. bankrupt, incarcerated, deceased, public assistance recipient, etc.).**

**If there was change in the name, identify the original name submitted by the City**

**A grand total dollar amount submitted, collected and outstanding**

**A grand total percentage collected annually and within the prior month.**

Bidder Agrees and Will Comply. CB Merchant Services has the ability to provide unlimited customized reports and will capture any and all relevant data elements you desire. Reports can be delivered in electronic (comma delimited) format or paper reports. Account information can be separated by account type or consolidated.

**ATTACHMENT "A"**

**CONTRACT COMPENSATION  
FEE SCHEDULE**

Contractor shall indicate in detail in the space provided on this form their compensation fee schedule to include the type of structure and collection fees required under the contract.

**COMPENSATION FEE SCHEDULE:**

If collected within first 30 days of placement	<u>19</u> %
If collected after 30 days of placement	<u>19</u> %
Accounts requiring legal/lawsuit filing	<u>19</u> %

Additional Compensation: Please identify below any additional compensation requirements (if required):

<u>None</u>	_____ %
_____	_____ %
_____	_____ %

Additional Service Fees not based on a percentage factor:

<u>None</u>	_____
_____	_____
_____	_____

## **AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the CITY OF MADERA, hereinafter referred to as "CITY" and \_\_\_\_\_, Hereafter referred to as "SERVICE PROVIDER";

### **RECITALS**

A. CITY desires to retain a qualified firm to provide account collection services in accordance with the Scope of Work contained in the Request for Proposal \_\_\_\_\_. The SERVICE PROVIDER has responded to the Request for Proposals ("RFP") to perform these needed services attached hereto as Exhibit "A" and incorporated herein as though set forth in full and as indicated in the response to RFP attached hereto as Exhibit "B" and incorporated herein as though fully set forth. The CITY desires to have the SERVICE PROVIDER perform the work in accordance with the RFP and the response thereto prepared by the SERVICE PROVIDER. The work to be performed in accordance with Exhibit "A" and Exhibit "B" is hereinafter referred to as the "Account Collection Services."

B. The SERVICE PROVIDER represents to CITY that it is a firm composed of highly trained professionals and is fully qualified to conduct these services for CITY as described in their Response to RFP \_\_\_\_\_ and accepted as final.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, it is agreed by and between the CITY and the SERVICE PROVIDER as follows:

1. Services. The CITY hereby employs SERVICE PROVIDER to perform the Account Collection Services herein set forth at the compensation and upon the terms and conditions herein expressed, and SERVICE PROVIDER hereby agrees to perform such

services for said compensation, and upon said terms and conditions CITY hereby authorizes SERVICE PROVIDER to commence work on \_\_\_\_\_, 2016.

2. Compensation. As compensation for all services of SERVICE PROVIDER in performance of this Agreement, CITY shall pay SERVICE PROVIDER as described herein.

Collection fees for services rendered shall be deducted from the collection of delinquent revenue, based on the commission fee schedule described in **Attachment "A"**.

No invoices for services are to be submitted to the CITY for payment processing.

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

This Agreement

Attachment "A" Contract Compensation Fee Schedule.

a. City's Request for Proposal \_\_\_\_\_, dated \_\_\_\_\_, 2015

b. SERVICE PROVIDER'S response to RFP dated \_\_\_\_\_, 2015 and all attachments thereto, by reference, included herein.

4. Term of Agreement. SERVICE PROVIDER shall begin work after receipt of the Notice to Proceed. SERVICE PROVIDER shall there upon work diligently, through \_\_\_\_\_, 2017 and continuously provide all the required services and activities described herein. The term of the contract shall be for a two year firm fixed price contract. CITY and SERVICE PROVIDER may, upon mutual agreement of both parties, extend this Agreement for up to three (3) additional one-year terms.

5. Qualifications of Employees. The CITY may require dismissal from the work on this contract, employees whom it deems incompetent, careless or otherwise objectionable to the public interest.

6. Account Litigation. The CITY, when deemed necessary, may request the SERVICE PROVIDER to proceed with legal action for collection of a delinquent account. Said action will be based upon agreement of the contract parties.

7. Account Assignment. SERVICE PROVIDER will be required to wait a minimum of three days after assignment of account before proceeding with collection.

8. Remittance. SERVICE PROVIDER will remit the net proceeds of collections by the 10<sup>th</sup> of every month along with a monthly Debtor Activity Report (DAR). Remittances are to be forwarded to the City of Madera, Finance Department, 205 W. 4<sup>th</sup> Street, Madera, CA, 93637.

9. 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**  
Finance Division  
205 W. 4<sup>th</sup> Street  
Madera, California 93637  
559-661-5454

**Service Provider**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

10. Termination for Contract Default. If at any time, in the opinion of the City Council, upon recommendation of the Finance Director, 1) seller fails to conform to the requirements of this contract; 2) seller seeks relief under any law for the benefit of insolvents or is adjudicated bankrupt; 3) any legal proceedings are commenced against the seller which may interfere with the performance of the contract; or 4) seller 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 contract, notice thereof in writing may be served upon him; and should he neglect or refuse to provide means for a satisfactory compliance with contract as directed by the Finance Director within fourteen (14) days from the receipt of such notice the City Council in any such case shall have the right and power, at its option and without prejudice to any other right it may have, to terminate the contract. Any excess of the cost arising there from will be charged against the seller and his sureties, who will be liable thereof. In the event of such termination, all monies due the seller or retained under terms of the contract shall be forfeited to the CITY; but such forfeiture will not release the seller or this sureties from liability for failure to fulfill the contract.

11. Termination for Convenience. This Agreement may be terminated by either party by giving sixty (60) days notice to the other in writing of its intent to terminate the Agreement.

Upon such termination, SERVICE PROVIDER shall submit to CITY an itemized statement of services performed to the date of termination.

12. Assignment and Subcontracting. The SERVICE PROVIDER shall not assign or subcontract the work, or any part thereof, without the previous written consent of the CITY, nor shall he 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 SERVICE PROVIDER 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 subservice provider fail to perform in a satisfactory manner the work undertaken by him, his subcontract shall be immediately terminated by the SERVICE PROVIDER upon notice from the CITY. The seller shall be fully responsible and accountable to the CITY for the acts and omissions of his subservice 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 subcontract and the CITY.

13. Independent Contractor. In the furnishing of the services provided for herein, the Service Provider is acting as an independent contractor and not as an employee of the City.

14. Indemnification. The Service Provider 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 Service Provider'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.

15. Insurance Requirements. During the term of this Agreement, Service Provider 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 Exhibit "A" and "B."

16. Successor and Assigns. CITY and SERVICE PROVIDER 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.

17. Legal Requirements and Permits. The SERVICE PROVIDER agrees to fully comply with all local, City, State and Federal laws, regulations and ordinances governing performance of contractual services required hereunder, and it will be the responsibility of the SERVICE PROVIDER to obtain any and all necessary licenses, permits and/or clearances.

18. 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.

19. 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.

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 \_\_\_\_\_

By: \_\_\_\_\_ By: \_\_\_\_\_  
Robert L. Poythress, Mayor \_\_\_\_\_ (name) \_\_\_\_\_ (title)

APPROVED AS TO FORM  
City Attorney

ATTEST:  
City Clerk

By: \_\_\_\_\_ By: \_\_\_\_\_  
Brent Richardson Sonia Alvarez

ATTACHMENT "C"

**INSURANCE REQUIREMENTS FOR CONSTRUCTION AND SERVICES CONTRACTS**

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be borne by the Contractor.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office (ISO) Commercial General Liability coverage (occurrence Form CG 0001).
2. Insurance Services Office (ISO) Form CA 00 01 covering Automobile Liability, Code 1 (any auto)
3. Workers' Compensation insurance as required by the State of California and Employers Liability Insurance.

B. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- |   |  |  |
|---|--|--|
| 1. General Liability:<br>(Including operations,<br>products and completed<br>operations.) | \$1,000,000                            | Per occurrence for bodily injury,<br>personal injury and property damage.<br>If Commercial General Liability<br>Insurance or other form with a general<br>aggregate limit is used, either the<br>general aggregate limit shall apply<br>separately to this project/location or<br>the general aggregate limit shall be<br>twice the required occurrence limit. |
| 2. Automobile Liability:  | \$1,000,000                            | Per accident for bodily injury and<br>property damage  |
| 3. Workers' Compensation:   | As required by the State of California |  |
| 4. Employers Liability:   | \$1,000,000                            | Per accident for bodily injury or<br>disease.  |

In the contractor maintains higher limits than the minimums shown above, the City shall be entitled to coverage at the higher limits maintained by the contractor.

EXHIBIT "C"

Page 2

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers or (b) the contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

- a. The City, its officers, officials, employees and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided with two endorsements forms: 1) in the form of an additional insured endorsement to the Contractor's insurance, or as a separate owner's policy (CG 20 10 11 85 or its equivalent language) and 2) a CG 20 37 10 01 endorsement form or its equivalent language. A later edition of the CG 20 10 form along with the CG 20 37 coverage form will give some protection to the City for specific locations.
- b. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- c. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled by either party except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City
- d. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

2. Waiver of Subrogation

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

subrogation.

The workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of the City for all work performed by the contractor, its agents, employees, independent contractors and subcontractors.

E. Acceptability of Insurers

Insurance is to be placed with insurers with a Bests' rating of no less than A: VII, unless otherwise acceptable to the entity.

F. Verification of Coverage

Service Provider shall furnish the City with copies of original certificates and endorsements, including amendatory endorsements, effecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the entity before work commences; however, failure to do so shall not operate as a waiver of those insurance requirements. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

G. Subcontractors

Service Provider shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

## INSURANCE COVERAGE

Category	Amount
General Liability	\$ 2,000,000.00
Automobile Liability	\$ 1,000,000.00
Excess Liability	\$ 5,000,000.00
Workers compensation & employers liability	\$ 1,000,000.00
Errors and omissions	\$ 3,000,000.00

# PREMIER BUSINESSOWNERS POLICY

## PREMIER OFFICE PROPERTY DECLARATIONS

Policy Number: **ACP BPO 3006886355**

Policy Period:  
From **03-01-15** To **03-01-16**

Description of Premises Number: **001** Building Number: **001** Construction: **NON-COMBUSTIBLE**  
 Premises Address **217 N SAN JOAQUIN ST** **STOKTON CA** **95202-2408**  
 Occupancy **OO** Classification: **OFFICES OR AGENCIES - NOT OTHERWISE CLASSIFIED**

Described as: **LOCATION 1**

WE PROVIDE INSURANCE ONLY FOR THOSE COVERAGES INDICATED BY A LIMIT OR BY "INCLUDED".

The Property Coverage provided at this premises is subject to a **\$10,000** Deductible, unless otherwise stated.

<b>COVERAGES</b>	<b>LIMITS OF INSURANCE</b>	
Building - Replacement cost		<b>\$1,702,000</b>
Business Personal Property - Replacement cost		<b>\$719,100</b>
<b>ADDITIONAL COVERAGES - the Coverage Form Includes other Additional Coverages not shown.</b>		
Business Income - ALS - 12 Months - NO Hour Waiting Period - 60 Day Ordinary Payroll Limit		<b>INCLUDED</b>
Extra Expense - Actual Loss Sustained (ALS) - 12 Months - NO Hour Waiting Period		<b>INCLUDED</b>
Equipment Breakdown		<b>INCLUDED</b>
Automatic Increase in Insurance - Building		<b>3%</b>
Automatic Increase in Insurance - Business Personal Property		<b>2.9%</b>
Back Up of Sewer and Drain Water (limit shown per Building, subject to \$25,000 policy aggregate)		<b>\$5,000</b>
Appurtenant Structures - 10% of Building Limit of Insurance - maximum \$50,000 any one structure		<b>INCLUDED</b>
Increased Cost of Construction		<b>\$25,000</b>
<b>OPTIONAL INCREASED LIMITS</b>	<b>Included Limit</b>	<b>Additional Limit</b>
Account Receivable	\$25,000	\$25,000
Valuable Papers and Records (At the Described Premises)	\$25,000	\$25,000
Forgery and Alteration	\$10,000	\$10,000
Money and Securities - Inside the Premises	\$10,000	\$10,000
Outside the Premises (Limited)	\$10,000	\$10,000
Outdoor Signs	\$2,500	\$2,500
Outdoor Trees, Shrubs, Plants and Lawns	\$10,000	\$10,000
Business Personal Property Away From Premises	\$15,000	\$15,000
Business Personal Property Away From Premises - Transit	\$15,000	\$15,000
Electronic Data	\$10,000	\$10,000
Interruption of Computer Operations	\$10,000	\$10,000
Building Property of Others	\$10,000	\$10,000
<b>OPTIONAL COVERAGES - Other frequently purchased coverage options.</b>		
Employee Dishonesty \$200,000 Policy Occurrence - with ERISA Compliance Endorsement		<b>INCLUDED</b>
Ordinance or Law - 1 - Loss to Undamaged Portion		<b>NOT PROVIDED</b>
2 - Demolition Cost and Broadened Increased Cost of Construction		<b>NOT PROVIDED</b>
Ordinance or Law Broadened		<b>NOT PROVIDED</b>
Office PLUS Endorsement (PB2005)		<b>INCLUDED</b>
ADVANTAGE - Blanket Additional Limit		<b>\$500,000</b>

**PROTECTIVE SAFEGUARDS**

This premise has Protective Safeguards identified by symbols below. Insurance for Fire or Burglary and Robbery at this premise will be excluded if you do not notify us immediately if any of these safeguards are impaired. See **PB 04 30** for a description of each symbol. APPLICABLE SYMBOLS: **P-2; P-7;**

# PREMIER BUSINESSOWNERS POLICY

## PREMIER OFFICE

### MORTGAGEE ASSIGNMENT INFORMATION

Policy Number: **ACP BPO 3006886355**

Policy Period:  
From **03-01-15** To **03-01-16**

Additional Interest: Interest Number: Loan Number:  
Interest:

Additional Interest: Interest Number: Loan Number:  
Interest:

Additional Interest: Interest Number: Loan Number:  
Interest:

Additional Interest: Interest Number: Loan Number:  
Interest:

Additional Interest: Interest Number: Loan Number:  
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Additional Interest: Interest Number: Loan Number:  
Interest:

Additional Interest: Interest Number: Loan Number:  
Interest:



# PREMIER BUSINESSOWNERS POLICY

PREMIER OFFICE

## LIABILITY DECLARATIONS

Policy Number: **ACP BPO 3006886355**

Policy Period:  
From **03-01-15** To **03-01-16**

### LIMITS OF INSURANCE

Each Occurrence Limit of Insurance	Per Occurrence	<b>\$1,000,000</b>
Medical Payments Coverage Sub Limit	Per Person	<b>\$5,000</b>
Tenants Property Damage Legal Liability Sub Limit	Per Covered Loss	<b>\$300,000</b>
Personal and Advertising Injury	Per Person Or Organization	<b>\$1,000,000</b>
Products – Completed Operations Aggregate	All Occurrences	<b>\$2,000,000</b>
General Aggregate (Other than Products – Completed Operations)	All Occurrences	<b>\$2,000,000</b>

### AUTOMATIC ADDITIONAL INSURED STATUS

The following persons or organizations are automatically insureds when you and they have agreed in a written contract or agreement that such person or organization be added as an additional insured on your policy:

Co-Owners of Insured Premises  
Controlling Interest  
Grantor of Franchise or License  
Lessors of Leased Equipment  
Managers or Lessors of Leased Premises  
Mortgagee, Assignee or Receiver  
Owners or Other Interest from Whom Land has been Leased  
State or Political Subdivisions - Permits Relating to Premises

### PROPERTY DAMAGE DEDUCTIBLE

NONE

### OPTIONAL COVERAGES

NONE PROVIDED

# PREMIER BUSINESSOWNERS POLICY

PREMIER OFFICE

## FORMS AND ENDORSEMENTS SUMMARY

Policy Period:

Policy Number: ACP BPO 3006886355

From 03-01-15 To 03-01-16

FORM NUMBER	TITLE
L10021	0101 NUCLEAR ENERGY LIABILITY EXCLUSION
PB0002	1114 PREMIER BUSINESSOWNERS
PB0006	1114 PREMIER BUSINESSOWNERS LIABILITY COVERAGE FORM
PB0009	1114 PREMIER BUSINESSOWNERS COMMON POLICY CONDITIONS
PB0430	1114 PROTECTIVE SAFEGUARDS
PB0534	0108 CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM; EXCLUSION -
PB0564	0108 CONDITIONAL EXCLUSION OF TERRORISM - EXCLUSION OF WAR
PB1504	1114 ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION
PB2005	0411 OFFICE PLUS ENDORSEMENT
PB2099	0411 BUSINESSOWNERS ADVANTAGE
PB2998	0908 EXCLUSION - VIOLATION OF CONSUMER PROTEC
PB2999	0215 EXCLUSION - FUNGI OR BACTERIA
PB5421	1103 WELFARE AND PENSION PLAN ERISA COMPLIANCE
PB9004	0411 CALIFORNIA AMENDATORY ENDORSEMENT

### IMPORTANT NOTICES

IN7291	0114	POTENTIAL RESTRICTIONS OF TERRORISM COVERAGE
IN7406	0107	IMPORTANT FLOOD INSURANCE NOTICE

Trust Invoice

City of Madera  
 1030 South Gateway Drive  
 Madera, CA 93637

9999-N-VAR

Trust Invoice #999900000001  
 Date 08/01/2015

Debtor Name Client Account # Service For	Status Agency Account #	Payment Date Age	Balance	Paid Agency	Paid Client	Commission	Due Client
Test, Tommy 1199999 Tommy Test	455555	4/16/2015 23	0.00	154.79	0.00	54.18	100.61

Totals	Total Paid	Paid Agency	Paid Client	Commission	Due Client
	\$154.79	\$154.79	\$0.00	\$54.18	\$100.61

Total Amount Collected \$154.79  
 Collection Fees \$54.18  
 Attached is Check #99999 \$100.61

Last New Business Listing 2/27/2015

Aging In Months	
Under 1	0.00
2	0.00
3	0.00
4	0.00
5	0.00
6 And Over	154.79

C B MERCHANT SERVICES  
217 N SAN JOAQUIN ST  
P O BOX 209  
STOCKTON, CA 95201  
2099449001

DEBTOR STATUS REPORT PREPARED FOR  
CITY OF MADERA

THANK YOU FOR YOUR BUSINESS

# C B MERCHANT SERVICES

JUNE 15, 2015 15:01:51

PREPARED FOR : CITY OF MADERA DEBTOR ALPHA LISTING  
CLIENT # 3515

PAGE 1

YOUR ACCOUNT # OUR ACCOUNT #	NAME FOR/REMARKS	SPOUSE OC	DOR DLP	AMT REF BALANCE	REMARKS
LOAN#546467 279270	TEST, ANA ANA TEST	00-SA	01-08-15	5770.00 5770.00	PRIORITY RATING
LOAN#1234567 282299	TEST, COLLECTOR COLLECTOR	00-01	02-23-15 02-25-15	10000.00 9600.00	RQ LEGAL ACTION
LOAN#555578 502031	TEST JOHNSON JOHNSON TEST	TTT 00-01	01-01-15	9700.00 9700.00	ACTIVE ACCOUNT
LOAN#123245 124707	TEST, MITCH MITCH TEST	00-89	07-14-14	5550.00 5550.00	LEGAL ACCOUNT
LOAN#32412 651304	TEST, STEPHANIE STEPHANIE TEST	00-SA	01-01-14	1025.00 1025.00	PROMISED PMT
LOAN#123456 1	TEST, TOMMY TOMMY TEST	DEBBIE 00-02	08-15-14	85.23 85.23	ACTIVE ACCOUNT
LOAN#14291 4291	TEST, TOMMY DEBBIE TEST	DEBBIE 00-01	12-01-14	21073.50 21073.50	ACTIVE ACCOUNT
LOAN#98715 371485	TEST, TOMMY TOMMY TEST	DEBBIE 00-01	09-15-14	4900.00 4900.00	ACTIVE ACCOUNT
LOAN#5678432 882361	TEST, TOMMY ANA	DEBBIE 01-01	06-30-14 08-30-14	6000.00 0.00	PAID IN FULL

SUMMARY INFORMATION AND TOTALS  
CITY OF MADERA

TOTAL REFERRED	9	\$	64103.73
TOTAL BALANCE		\$	57703.73

CLIENT # 3515	CITY OF MADERA	INTEREST 10S
FORMULA 1	ATTN BECKY MCCURDY	TYPE ACCT 1
RATE 25	MADERA CA 93637	ACKNOWLEDGE Y

CONTACT: BECKY MCCURDY REGULAR COLLECTIONS

REMARKS: MAY 14, 2015 12:29

TYPE	MTD	YTD	TOT
# OF ACCOUNTS	0	4	11
DOLLARS LISTED	\$ 0	\$ 1,031,182	\$ 1,150,645
AVERAGE LISTED	\$ 0	\$ 257,795	\$ 104,604
# PMTS COLLECTED	0	0	1
DOLLARS COLLECTED	\$ 0	\$ 0	\$ 0
COMMISSIONS	\$ 0	\$ 0	\$ 0
% OF COMMISSIONS	NA	NA	0.0
AGENCY UNIT YIELD	0.0	0.0	0.0
CLIENT NET UNIT RECOVERY	0.0	0.0	0.0
\$ PERFORMANCE %	0.0	0.0	0.0

LAST NEW BUSINESS DATE	011413	TOTAL DUE AGENCY	\$ 0
FOLLOW UP DATE	072712	SALESMAN CODE	01
ORIGINAL SET UP DATE	072712		

The information provided will be client account number and name, rate, number and dollars referred, number and dollars collected, average payment fees, percent of referral of clients to total referred, percent of dollars collected for client to total dollars collected, percent of dollars collected for client to total dollars collected, percent of collection success and unit yield

## COLLECTION ACTUARY

C B MERCHANT SERVICES

PREPARED FOR: CITY OF MADERA 3515

OCT 26, 2015 12:30:17

PERIOD	TOTAL PLACEMENTS			TOT COLLECTION		TOT ACTIVE		TOT	CANCELLED	REC%
	NO	AMOUNT	AVG	AMOUNT	#PIF	NO	AMOUNT	NO	AMOUNT	%
Jun 2015	0	0	0	0	0	0	0	0	0	0.0%
May 2015	0	0	0	0	0	0	0	0	0	0.0%
Apr 2015	0	0	0	0	0	0	0	0	0	0.0%
Mar 2015	1	1,009,900	***,***	0	0	1	1,009,900	0	0	0.0%
Feb 2015	3	21,282	7,094	0	0	3	21,282	0	0	0.0%
Jan 2015	2	42,147	21,073	0	0	2	42,147	0	0	0.0%
Dec 2014	0	0	0	0	0	0	0	0	0	0.0%
Nov 2014	0	0	0	0	0	0	0	0	0	0.0%
Oct 2014	2	4,901	2,450	0	0	2	4,901	0	0	0.0%
Sep 2014	2	40,000	20,000	0	0	2	40,000	0	0	0.0%
Aug 2014	2	5,600	2,800	0	0	2	5,600	0	0	0.0%
Jul 2014	2	12,000	6,000	0	1	1	12,000	0	0	0.0%
JM 12MO	14	1,135,830	81,130	0	1	13	1,135,830	0	0	0.0%
TOT 2014	9	63,526	7,058	0	1	8	63,526	0	0	0.0%
TOT 2013	0	5,450	0	0	0	0	5,450	0	0	0.0%
TOT PRI	0	8,340	0	0	0	0	8,340	1	0	0.0%
TOTAL	11	1,150,646	104,604	0	1	9	1,150,646	1	0	0.0%

\*\*\*\*\*  
 YOU SHOULD ONLY COMPARE NUMBER & DOLLARS PLACED FROM LAST YEAR TO THIS YEAR.  
 LAST YEARS COLLECTION RESULTS HAVE HAD THE BENEFIT OF ONE YEARS EXTRA EFFORT.  
 \*\*\*\*\*

THIS YR	6	1,073,329	178,888	0	0	6	1,073,329	0	0
LAST YR	1	1,025	1,025	0	0	1	1,025	0	0



PO BOX209  
STOCKTON CA 95201-3009



**Merchant Services**

217 N. San Joaquin St.  
Stockton CA 95202-2408  
Telephone: (209) 466-5401  
Local • National • International  
\*\*\*\*\*Established 1917\*\*\*\*\*

ADDRESS SERVICE REQUESTED

#BWNFTZF #CMV2377432214085#

October 26, 2015  
Account #: 00279270

|||||

CITY OF MADERA  
ANA TEST  
123 DELTA ST  
STOCKTON, CA 95202

Re: City of Madera  
Account #: 00279270  
Amount Due: \$805.82

CALL (209) 466-5401

Are you aware that the above account(s) show as unpaid on your credit file?

Pay online or send balance in full today.

This communication is from a debt collector. This is an attempt to collect a debt by a debt collector and any information obtained will be used for that purpose.

Secure Internet Pay on Line  
Go To: [www.paycbms.com](http://www.paycbms.com)  
Click on Make a Payment  
Account#: 279270  
PIN#: 16936

C B Merchant Services • 217 N. San Joaquin St. • Stockton CA 95202-2408  
Telephone: (209) 466-5401



C B MERCHANT SERVICES  
217 N SAN JOAQUIN ST  
P O BOX 209  
STOCKTON, CA 95201  
(209) 466-5401

Oct 26, 2015

ANA TEST  
217 N SAN JOAQUIN

ACCOUNT #279270

STOCKTON CA 95202

Re: City of Madera

Total due: \$5770.00

Thank you for your assistance in resolving this matter promptly.  
Per our conversation your arrangements are as follows:

\$500.00 by 08/15/15

Your payment is due on the same date each week or month  
as we have agreed upon. For your convenience you may pay  
with Check by phone or Visa or MasterCard by calling  
(209) 466-5401. Mail your check, money order, cashier's  
check. Or come to our office we accept cash, check, money  
order, and cashier check.

A self-addressed envelope is enclosed for your convenience;  
please do not forget to place a stamp when mailing payment.

-----  
- SECURE INTERNET PAY ON LINE -  
- Go to: [www.paycbms.com](http://www.paycbms.com) -  
- Click on Make a Payment -  
- Account #: 279270 -  
- PIN #: 16936 -  
-----

This has been sent to you by a debt collector. This is an attempt to  
collect a debt by a debt collector and any information obtained will be  
used for that purpose.

#279270 SA

C B MERCHANT SERVICES  
217 N SAN JOAQUIN ST  
P O BOX 209  
STOCKTON, CA 95201  
(209) 466-5401

Oct 26, 2015

ANA TEST  
217 N SAN JOAQUIN

ACCOUNT #279270

STOCKTON CA 95202

Re: City of Madera

Total due: \$5770.00

Thank you for your assistance in resolving this matter promptly.  
Per our conversation your arrangements are as follows:

\$500.00 by 08/15/15

Your payment is due on the same date each week or month  
as we have agreed upon. For your convenience you may pay  
with Check by phone or Visa or MasterCard by calling  
(209) 466-5401. Mail your check, money order, cashier's  
check. Or come to our office we accept cash, check, money  
order, and cashier check.

A self-addressed envelope is enclosed for your convenience;  
please do not forget to place a stamp when mailing payment.

-----  
- SECURE INTERNET PAY ON LINE -  
- Go to: [www.paycbms.com](http://www.paycbms.com) -  
- Click on Make a Payment -  
- Account #: 279270 -  
- PIN #: 16936 -  
-----

This has been sent to you by a debt collector. This is an attempt to  
collect a debt by a debt collector and any information obtained will be  
used for that purpose.

#279270 SA

PO BOX209  
STOCKTON CA 95201-3009



Merchant Services

217 N. San Joaquin St.  
Stockton CA 95202-2408  
Telephone: (209) 932-8171  
Local - National - International  
\*\*\*\*\*Established 1917 \*\*\*\*\*

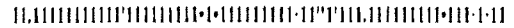
ADDRESS SERVICE REQUESTED

#BWNFTZF #CMV2377452614081#

Oct 26, 2015  
Account#: 00279270

Personal and Confidential  
ANA TEST  
217 N SAN JOAQUIN ST  
STOCKTON, CA 95202

C B Merchant Services  
PO Box209  
Stockton CA 95201-3009



Past Due Balance

\*\*\*Detach Upper Portion And Return With Payment\*\*\*

Re: CITY OF MADERA  
For: ANA  
Client ID #: LOAN#546467  
Account#: 00279270  
Amount Due: \$5770.00

AMERICAN COLLECTORS  
association member

Call209-932-8171

Your creditor still reflects a balance owing. If you do not pay your account, our office may take further activity to collect the debt. You are being given the opportunity to settle this account, thereby eliminating any further collection activity.

If you believe this is in error, please advise us by writing or calling us directly.

As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations. But we will not submit a negative credit report to a credit reporting agency about this credit obligation until the expiration of the time period below.

IMPORTANT NOTICE

This communication is from a debt collector. This is an attempt to collect a debt by a debt collector and any information obtained will be used for that purpose. Unless you notify this office within 30 days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within 30 days from receiving this notice, this office will: obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or verification. If you request this office in writing within 30 days after receiving this notice, this office will provide you with the name and address of the original creditor, if different from the current creditor.

The state Rosenthal Fair Debt Collection Practices Act and the federal Fair Debt Collection Practices Act require that, except under unusual circumstances, collectors may not contact you before 8 a.m. or after 9 p.m. They may not harass you by using threats of violence or arrest or by using obscene language. Collectors may not use false or misleading statements or call you at work if they know or have reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse, about your debt. Collectors may contact another person to confirm your location or enforce a judgment. For more information about debt collection activities, you may contact the Federal Trade Commission at 1-877-FTC-HELP or www.ftc.gov.

>>> Espariol lea al reverso <<<

Secure Internet Pay Online  
Go to [www.paycbms.com](http://www.paycbms.com)  
Click on Make a Payment  
Account#:00279270  
PIN#: 16936

Stockton  
217 N. San Joaquin St.  
PO Box 209  
Stockton, CA 95201  
(209) 932-8171

Llame 209-932-8171

Su acreedor todavía refleja un debido equilibrio. Si usted no paga su cuenta, nuestra oficina podrá adoptar otras medidas para cobrar la deuda. Se le esta dando la oportunidad de saldar esta cuenta, eliminando así cualquier actividad de colección adicional.

Si usted cree que esto es un error, por favor avisarnos por escrito o por teléfono directamente.

Segun lo requerido por la ley, se le notifica por la presente que si usted no cumple con sus obligaciones de pago, un informe negativo podra ser registrado en su expediente de credito y sometido a una agencia de divulgacion de credito. Pero nosotros no someteremos un informe negativo de crédito a una agencia de divulgacion de credito acerca de esta obligación de crédito hasta el vencimiento del periodo de tiempo abajo.

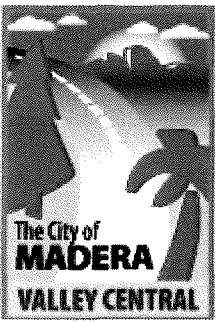
#### AVISO IMPORTANTE

Esta comunicación es de un agente de cobro. Es un intento de cobrar una deuda por un agente de cobro y cualquier información obtenida será utilizada para ese propósito. A menos que usted notifique a esta oficina en el plazo de treinta días de recibir este aviso que usted disputa la validez de esta deuda o de cualquier parte de la misma, esta oficina asumirá que esta deuda es válida. Si usted notifica a esta oficina en el plazo de treinta días de recibir este aviso esta oficina: obtendrá la verificación de la deuda o, en su caso, una copia del fallo y le mandará una copia de tal fallo o verificación. Si usted lo solicita por escrito en el plazo de treinta días después de recibir este aviso, esta oficina le dará el nombre y dirección del acreedor original si es diferente del acreedor actual.

La ley estatal de California Rosenthal y la ley Cobranza Imparcial de Deudas (FDCPA) requieren que, salvo circunstancias excepcionales, cobradores no pueden hacer contacto con usted antes de las 8 de la mañana y despues de las 9 de la noche. Ellos no pueden molestarle usando amenazas de violencia o de arresto o usando palabras obscenas. Los cobradores no pueden usar información falsa o engañosa o contactarle en su trabajo si ellos saben o tienen razón de saber que Ud. no puede recibir llamadas personales en el trabajo. Generalmente, los cobradores no pueden hablar con nadie, aparte de su abogado o su esposo/esposa, sobre su deuda. Los cobradores pueden hablar con otra persona para confirmar su dirección o hacer cumplir una sentencia. Para mas información sobre las actividades de cobranza, Ud. puede llamar gratis al 1-877-FTC-HELP (1-877-382-4357); o puede visitar [www.ftc.gov](http://www.ftc.gov).

# REPORT TO CITY COUNCIL

Return to Agenda



Council Meeting of: December 16, 2015

Agenda Item: B-7

Approved by:

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

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

## SUBJECT:

CONSIDERATION OF A RESOLUTION ADOPTING A NEW MEMORANDUM OF UNDERSTANDING (MOU) WITH THE MADERA COUNTY TRANSPORTATION COMMISSION (MCTC) TO ENSURE ON-GOING COMPREHENSIVE AND COORDINATED TRANSIT PLANNING AND PROGRAMMING OF FEDERAL TRANSIT FUNDS

## RECOMMENDATION:

1. Adoption of a Resolution:
  - a. For a new MOU with the MCTC to ensure on-going comprehensive and coordinated transit planning and programming of Federal transit funds.

## SUMMARY:

The MCTC has requested that the City update a January 22, 2003 MOU between the City and MCTC. However, MCTC and the City agree this MOU is terminated and of no further force and effect. As before, the new MOU's purpose is to (1) foster a cooperative and mutually beneficial working relationship with MCTC and the City to ensure comprehensive, effective, and coordinated transit planning between the two entities; and (2) identify transit planning responsibilities in coordination with the State of California for the purpose of programming federal funds within the MCTC Federal Transportation Improvement Program (FTIP).

## DISCUSSION:

The MCTC is required to enter into MOUs with operators of public-owned transit services that specify cooperative procedures for carrying out transportation planning and programming. This updated amendment will ensure that the City actively coordinates transit planning with the

MCTC on a continuous and cooperative basis to promote efficient and effective transit operations. It also will identify specific agency responsibilities related to planning and programming of federal transit funds, including Federal Transit Administration (FTA) and federal Congestion, Mitigation and Air Quality funds.

**SITUATION:**

The City proposes to comply with federal requirements to coordinate and cooperate with the MCTC on a continuous basis. This updated MOU will ensure that the City and MCTC conduct transit planning and programming responsibilities per federal requirements and those responsibilities are clearly delineated and properly addressed.

**FINANCIAL IMPACT:**

The proposed updated MOU will not impact the City's General Fund.

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

Strategy 121. Multi-modal transportation: Develop a city-wide multi-modal transportation plan to ensure safe, affordable and convenient transportation modes for residents and businesses within Madera.



RESOLUTION NO. 2015-\_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA  
APPROVING A NEW MEMORANDUM OF UNDERSTANDING (MOU) WITH THE  
MADERA COUNTY TRANSPORTATION COMMISSION (MCTC) TO ENSURE ON-  
GOING COMPREHENSIVE AND COORDINATED TRANSIT PLANNING AND  
PROGRAMMING OF FEDERAL TRANSIT FUNDS**

**WHEREAS**, the City desires to comply with federal transit planning and programming requirements in close cooperation with the MCTC to foster efficient and effective public transit services, and

**WHEREAS**, the MCTC is the Regional Comprehensive Planning Agency, Regional Transportation Planning Agency (RTPA), and the Local Transportation Commission for Madera County designated pursuant to Title 3, Division 3, Chapter 2, Article II, Section 29532 of the California Government Code, and

**WHEREAS**, the City desires to enter into a new MOU with MCTC “Regarding the Coordination of Ongoing Transit Planning and Programming of Federal Funds that Support the Ongoing and Future Deployment of Transit Services by the City of Madera” to ensure continuous, coordinated and collaborative transit planning, and programming, and

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

1. The above recitals are true and correct.
2. The City’s MOU with MCTC is hereby approved a copy of which is on file in the office of the City Clerk and referred to for particulars.
3. The Mayor of the City of Madera is authorized to sign the MOU.
4. The City Clerk is authorized and directed to take such action as necessary to implement the terms of this resolution.
5. This resolution is effective immediately upon adoption.

\* \* \* \* \*

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN THE**  
**MADERA COUNTY TRANSPORTATION COMMISSION**  
**AND**  
**CITY OF MADERA**

*“Regarding the Coordination of Ongoing Transit Planning and Programming Federal Funds that Support the Ongoing and Future Deployment of Transit Services by the City of Madera”.*

This Memorandum of Understanding (MOU) is entered into between the MADERA COUNTY TRANSPORTATION COMMISSION, hereinafter referred to as (MCTC), and the CITY OF MADERA, hereinafter referred to as (MADERA), a public transportation provider, as of this 17th day of December 2015. The purpose of this MOU is to:

1. Foster a cooperative and mutually beneficial working relationship between MCTC and MADERA for the provision of comprehensive, effective, and coordinated transit planning on behalf of MADERA’S public mass transportation system; and
2. Identify the transit planning responsibilities in coordination with the State of California for the purpose of programming federal funds within the MCTC Federal Transportation Improvement Program (FTIP).

*WITNESS THAT:*

*WHEREAS*, MADERA was incorporated as a General Law city in 1907; and

*WHEREAS*, MADERA as a designated urbanized area, is a public transportation provider that is eligible to apply for and receive Federal Transit Administrative (FTA) Section 5307 and other FTA funding for capital, operating, and planning assistance for the delivery of public mass transportation; and,

*WHEREAS*, MCTC is the Metropolitan Planning Organization (MPO), the Regional Comprehensive Planning Agency, the Regional Transportation Planning Agency (RTPA), and the Local Transportation Commission for Madera County designated pursuant to Title 3, Division 3, Chapter 2, Article II, Section 29532 of the California Government Code; and

*WHEREAS*, MCTC is directed by a six member board, composed of six locally elected officials: three members of the Madera County Board of Supervisors, two members of the Madera City Council, and one member of the Chowchilla City Council; and

*WHEREAS*, MCTC has developed a committee structure that advises the MCTC Board on all planning and policy questions. These committees include the Technical Advisory Committee (TAC) and the Social Services Transportation Advisory Council (SSTAC); and

*WHEREAS*, 23 CFR 450.310 (b) and 450.312 require MPOs to work cooperatively with public transit operators to develop Regional Transportation Plans (RTPs) and Transportation Improvement Programs (TIPs) for their designated areas. These plans and programs are intended to further the national interest to encourage and promote the safe and efficient management, operation, and development of surface transportation systems. These systems should serve the

mobility of people and freight, and foster economic growth and development within and through urbanized areas, while minimizing transportation-related fuel consumption and air pollution; and

*WHEREAS*, MCTC and MADERA rely upon a cooperative relationship to foster comprehensive regional transit planning which feeds directly into State and national planning.

*NOW, THEREFORE*, in consideration of the mutual benefits to the parties hereto, and in consideration of the covenants and conditions herein contained, the parties agree as follow:

## **SECTION 1: Responsibilities of MCTC and MADERA**

### **1.1 Communication**

A critical component of this relationship involves open and productive communication, which leads to setting project priorities and federal funding needs. MCTC is required to update the FTIP every even numbered year. The need to ensure responsive communication between the two parties is imperative in order to meet this federal programming mandate.

As a designated urbanized area, MADERA is eligible to apply for FTA Section 5307 and other FTA funding for capital, operating, and planning assistance for the delivery of public mass transportation. Projects will be programmed and constrained based on the annual FTA appropriation and/or other awarded grants.

As the federal designated recipient, MCTC is responsible for allocating certain federal formula transit funds to MADERA, City of Chowchilla and the County of Madera. MCTC shall allocate the federal transit funds based on a formula developed cooperatively with the local jurisdictions.

The Executive Director of MCTC and the City Administrator of MADERA are the primary individuals responsible for ensuring that the provisions specified in this MOU are followed.

### **1.2 Representation on MCTC Board and Committees**

MADERA shall:

- a) Appoint one (1) representative and alternate to serve on the TAC. The TAC meetings are held on the second Monday of every month.
- b) Appoint one (1) representative and alternate to serve as a voting member of the MCTC SSTAC. The SSTAC meeting notices are mailed in advance of meetings.

## **SECTION 2: Transit Planning**

### **2.1 Short Range Transit Plan**

In accordance with the planning regulations and Federal Transit Administration (FTA) guidance, MADERA and/or MCTC may prepare a five (5) year short-range transit plan to support sound financial and operational decision-making in transit planning and programming. In the development of short-range transit plans, the local jurisdictions included in the plan will provide a draft list of projects for FTA funding. The list shall:

- a) Identify and describe the scope of the specific projects and services, which address ongoing and increased transit demands. These projects and services are to include Americans with Disabilities Act (ADA), and Transportation Control Measures (TCM) with sufficient detail (design, concept, and scope) to permit air quality conformity analysis to be performed by MCTC.
- b) Provide qualitative and quantitative analysis showing how the project addresses transit needs.
- c) Identify the amount and type of federal and non-federal funds required to support the projects for each year represented in the plan. In addition, identify anticipated discretionary funding estimates for the FTIP.

## **2.2 Long Range Transit Plan**

The Short Range Transit Plan will be incorporated into the MCTC's Regional Transportation Plan (RTP). The transit action element of the RTP should assess the transportation needs of MADERA and sets forth improvements necessary to address those needs over a twenty (20) year period and updated every four (4) years consistent with the Short Range Transit Plan.

## **2.3 Planning Assistance**

MCTC will provide input into the development of the transit planning documents produced by MADERA. In addition, MCTC will work cooperatively with and assist MADERA in its efforts to generate planning and forecasting information needed to establish and maintain transit-planning documents. The type of assistance provided by MCTC may include, but is not limited to, the following:

- a) Obtain and analyze data from various sources to develop concrete demographic, growth, and use assumptions for the purpose of transit forecasting and development (e.g. trip generation tables, census information, maps).
- b) Assist in securing funds to conduct transit demand studies and in-depth analysis.
- c) Assist MADERA in obtaining state and federal funding of projects consistent with the MCTC Regional Transportation Plan (e.g. facilitating FTIP amendments).

## **2.4 FTIP Programming Criteria**

As part of the FTIP updating process, federally funded projects are programmed by MCTC on behalf of all transit providers receiving federal funds through the FTIP. For proposed transit projects, the criteria used for the programming of federal funds within the MCTC FTIP are essential. MCTC and MADERA will employ the following selection criteria to establish priorities for transit funding.

- a) Project purpose and need;
- b) Anticipated benefits;
- c) Degree to which a project will improve transit availability
- d) Degree to which a project will improve level of service performance standards;
- e) Air Quality benefits;
- f) Overall cost effectiveness; and
- g) Leveraging of other funding sources.

## **2.5 Regional Planning**

MCTC will provide a forum that will foster partnerships wherein the development of public transit services through Madera County will be accomplished. As part of the coordinated regional transportation system, MCTC will expand the continuing, cooperative, and comprehensive planning of the transportation system in MADERA.

MCTC will be responsible for the development of the regional planning documents such as the Regional Transportation Plan and the analysis and determination of Unmet Transit Needs. MADERA will have the opportunity to provide technical advice during the development of these regional planning documents through the MCTC committee structure.

As a critical part of the regional planning process, MADERA will assist MCTC with efforts to achieve regional goals including the requirement to assist in the attainment of federal air quality standards.

## **2.6 Application for Transit Funding**

MADERA will prepare applications to the FTA for federal transit funding. MCTC will review the applications, consistency of projects with FTIP programming, and prepare a letter of concurrence if information is accurate. MADERA's application for federal funding shall be consistent with the MCTC Regional Transportation Plan as required by federal guidelines. MADERA shall work with MCTC to develop consistent funding requests from all potential transit funding sources in order to prevent funding delays.

# **SECTION 3: FTIP Project Monitoring and Maintenance**

## **3.1 Progress Reporting**

The MCTC will be responsible for tracking the overall progress of all projects in the FTIP. MCTC will prepare an annual list of projects for which federal funds have been obligated in the preceding year and will ensure that it is made available for public review.

MADERA will assist MCTC's effort to track the overall progress of FTIP projects by submitting an annual report that addresses the status of each project receiving federal funds. At a minimum, the report will do the following:

- a) Identify and correlate the documentation of projects to individual categories as identified in the FTIP (e.g., Operations, Planning, Capital Purchase, Facility Maintenance, Planning).
- b) Document the state of project implementation.
- c) If the project is behind schedule, include the reasons for the delay.
- d) Status of amount of federal funding obligated, received and used to support projects.
- e) Identify the need for a FTIP amendment.

In addition to provide the above supporting documents, MADERA will forward to MCTC a final copy of all planning documents produced as a result of receiving FTA funding. This will assist MCTC in overall transit planning and ensure that FTA funds were used accordingly for planning purposes as per FTA's requirements. Documents need to be sent to the following address:

Attention: Patricia Taylor, Executive Director  
Madera County Transportation Commission  
2001 Howard Road, Suite 201  
Madera, California 93637

### **3.2 FTIP Amendments**

MCTC's Executive Director will exercise the authority delegated by the MCTC Policy Board to process minor administrative amendments, involving for example, minor changes in the project scope, shifting of federal funds between project phases within the quadrennial element of the FTIP.

As part of the annual report, or sooner if required, MADERA will alert MCTC to the need to amend the FTIP. In general, reasons for FTIP amendment includes, for example, funding shortfalls, delays in project implementation and/or new projects that need to be included in the document.

#### **SECTION 4: MOU Amendment**

This MOU may be amended by the written consent of both parties.

#### **SECTION 5: MOU Termination**

Either party upon thirty (30) days of written notification to the other may terminate this MOU.

#### **SECTION 6: Authorization of MOU**

##### **6.1 Authorization**

By signature, we agree that the responsibilities outlined in this MOU foster healthy collaboration for the purpose of fostering transit planning and programming federal funds within the MCTC Federal Transportation Improvement Program.

**SECTION 7: Termination of Existing MOU**

**7.1**

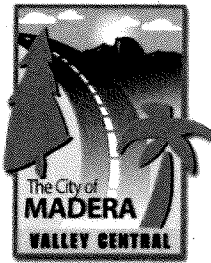
As of the effective date of this MOU, the existing MOU between MCTC and MADERA, dated January 22, 2003, shall terminate and be of no further force and effect.

\_\_\_\_\_  
ROBERT L. POYTHRESS,      Date  
Mayor, City of Madera

\_\_\_\_\_  
PATRICIA TAYLOR      Date  
Executive Director, MCTC

APPROVE AS TO FORM:

\_\_\_\_\_  
Brent Richardson, City of Madera      Date



[Return to Agenda](#)

## REPORT TO CITY COUNCIL

Approved By:   
Department Director

Council Meeting of December 16, 2015  
Agenda Item No. B-8

  
City Administrator

**SUBJECT:** MINUTE ORDER – ACCEPTANCE OF THE CONSTRUCTION OF THE DUAL LEFT TURN LANES, SCHNOOR AVENUE AND CLEVELAND AVENUE FEDERAL PROJECT NO. CML 5157 (079) CITY PROJECT NO. ST 11-04

### RECOMMENDATION:

1. That the City Council approve Minute Order approving:
  - a. Acceptance of the Dual Left Turn Lanes, Schnoor Avenue and Cleveland Avenue Federal Project No. CML 5157 (079) City Project No. ST 11-04.
  - b. The recording of the Notice of Completion.
2. The release of retention after 35 days from recording of the Notice of Completion.

### SUMMARY:

The City Council, at their December 17, 2014 meeting, awarded a contract to Dawson Mauldin Construction, for the Construction of Dual Left Turn Lanes, Schnoor Avenue and Cleveland Avenue Federal Project No. CML 5157 (079) City Project No. ST 11-04. The Contractor has completed the project in accordance with the plans and specifications. It is staff's recommendation that the City Council accept the project.

### SITUATION:

The project is part of the City of Madera's Congestion Mitigation and Air Quality program. The installation of the dual left turn lane project will reduce delays and congestion at the intersection of Cleveland Avenue and Schnoor Avenue

### **Engineering**

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

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



The project consisted of the following components: removal and replacement of existing concrete curb and gutter, median curb, roadway striping, ADA ramp on the SE corner of the intersection and removal and replacement of existing traffic loops and the traffic signal pole on the SE corner of the intersection.

A final project inspection was held and Public Works Department and Engineering Division have accepted the project. The project can now be accepted by the City Council and a "Notice of Completion" recorded. The final progress payment less the retention amount of five percent has been processed. The original contract amount was \$175,613.

Three contract change orders were processed for the project. The Contract Change Order No.1 (CCO 1) in the amount of \$2,881 was processed for base rock material required to build the corner ramp on the south east corner of the intersection. The Contract Change Order No.2 (CCO 2) in the amount of \$7,927 was processed for the replacement of the existing corner ramp on the south west corner of the intersection to meet ADA requirements. The Contract Change Order No.3 (CCO 3) in the amount of \$4,817 was processed for the work involved in the installation of additional detector lead in cables (DLC) required for the functional operation of the intersection. The Contract Change Order No.3 (CCO 3) also included additional days to the contract time required to install the street light arm at the south east corner of the intersection.

**Contract Change Order(s)**

**Additive Item:**

CCO	Item Description	Amount
1	Furnish base rock material for unsuitable soil at SE corner ramp construction. 0 additional Day (s)	\$ 2,881.00
2	Remove & replace the existing curb ramp at the south west corner of Schnoor and Cleveland, remove and replace gutter pan at NW corner. 0 additional Day (s)	\$7,927.00
3	Work to install additional DLCs required for the functional operation of the intersection. 29 additional days required to accommodate PGE schedule to install street light arm on the SE corner of intersection.	\$4,817.00
<b>Total Additive Amount - - - -</b>		<b>\$15,625.00</b>

The total cost of the Change Order is an additive in the amount of \$15,625.00 increasing the cost of the project approximately 8.9% to \$191,238.00.

The construction project was completed within the contract time and budgeted amount.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN**

**Strategy 121.8** – Upgrade of the City’s street system.

**Strategy 126.0** – Create safe streets.

RECORDING REQUESTED BY:  
CITY OF MADERA

AND WHEN RECORDED MAIL TO:  
CITY OF MADERA – CITY CLERK  
205 W. 4TH STREET  
MADERA, CA 93637

SPACE ABOVE THIS LINE FOR RECORDER'S USE \_\_\_\_\_  
FEE WAIVED PER SECTION 27383 OF THE GOVERNMENT CODE - NO DOCUMENT TAX DUE \$ -0-

**NOTICE OF COMPLETION**  
Corporation

**NOTICE IS HEREBY GIVEN THAT:**

1. The undersigned is owner of the interest or estate stated below in the property hereinafter described,
2. The full name of the undersigned is City of Madera
3. The full address of the undersigned is 205 West 4th Street; Madera, CA 93637
4. The nature of the title of the undersigned is: In fee Public Improvements  
(If other than fee, strike "In fee" and insert, for example, "purchaser under contract of purchase," or "lessee")
5. The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:

NAMES	ADDRESSES
-------	-----------

N/A

6. A work of improvement on the property hereinafter described was completed on February 18, 2015
7. The name of the original contractor, if any, for such work of improvement was Dawson Mauldin Construction  
(If no contractor for work of improvements as a whole, insert "none".)
8. The full name(s) and address (es) of the transferor(s) of the undersigned is (are):

NAMES	ADDRESSES
-------	-----------

N/A

(Complete where undersigned is successor to owner who caused improvement to be constructed)

9. The property on which said work of improvement was completed is in the City of Madera  
County of Madera, State of California, and is described as follows:

**Dual Left Turn Lanes, Schnoor Avenue and Cleveland Avenue Federal Project No. CML 5157 (079) City Project No. ST 11-04**

10. The street address of said property is Madera City Limits  
(If no street address has been officially assigned, insert "none".)

(Signature of Owner named In Paragraph 2)

Dated: \_\_\_\_\_

\_\_\_\_\_  
Keith Brent Helmuth, P.E  
City Engineer

10. Continued .....

**Dual Left Turn Lanes, Schnoor Avenue and Cleveland Avenue Federal Project No. CML 5157 (079) City Project No. ST 11-04**

STATE OF CALIFORNIA  
County of Madera

Keith Brent Helmuth, being duly sworn says: That he is the City Engineer of the City of Madera, The corporation that executed the foregoing notice as owner of the aforesaid interest or estate in the property therein described; that he makes this verification on behalf of said corporation; That he has read said notice and knows the contents thereof, and that the facts therein stated are true:

Signature of Officer: \_\_\_\_\_

State of California  
County of Madera

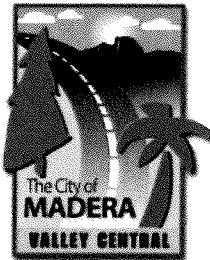
The officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

\_\_\_\_\_  
Keith Brent Helmuth, P.E

Subscribed and sworn to (or affirmed) before me on this 16th day of December, 2015, by Keith Brent Helmuth, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

\_\_\_\_\_  
Date


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

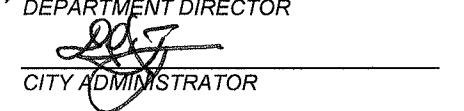


## REPORT TO CITY COUNCIL

COUNCIL MEETING OF December 16, 2015

AGENDA ITEM NUMBER B-9

APPROVED BY:   
DEPARTMENT DIRECTOR

  
CITY ADMINISTRATOR

**SUBJECT: CONSIDERATION OF A RESOLUTION APPROVING IMPROVEMENT DEFERRAL AGREEMENT AND AUTHORIZATION OF LIEN FOR GILL VALERO GAS STATION**

### RECOMMENDATION:

That the City Council approve:

1. Resolution No. 15-\_\_\_\_\_ Approving Improvement Deferral Agreement and Authorization of Lien for Gill Valero Gas Station

### SUMMARY:

The City of Madera Planning Commission at its regular meeting of December 9, 2014 approved Conditional Use Permit 2014-26, Variance 2014-06 and Site Plan Review 2014-39. Approval allowed for the sale of beer and wine as a component of an existing gas station and mini-mart and a variance from the sign regulation to allow for a twenty-foot tall freestanding sign. A condition of approval required the property owner to dedicate an irrevocable offer of dedication of 10-feet along Madera Avenue and relocate existing private improvements from the ultimate right-of-way or, alternatively, the completion of a deferral agreement. The property owner wishes to defer the relocation of the existing private improvements.

### Engineering

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

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

## **SITUATION:**

Gill Valero Gas Station requested the ability to sell beer and wine for off-site consumption as a component of an existing gas station and mini-mart and a variance from the sign regulation to allow for a twenty-foot tall freestanding sign. A condition of Conditional Use Permit 2014-26, Variance 2014-06 and Site Plan Review 2014-39, states the developer shall dedicate an irrevocable offer of dedication of 10-feet along the Madera Avenue frontage along with relocation of all private improvements within that 10-feet to allow for a future half street width of 50-feet to meet current Arterial Street standards. As a result of the condition which asked for a relocation of existing private improvements or enter into a deferral agreement for relocation of the private improvements. Gill Valero Gas Station has chosen to continue and enter into a deferral agreement. The developer requested deferral of the improvements due to the cost relocating the existing private improvements being in excess in relation to the proposed operational expansion. Staff is in agreement with the deferral of the improvements due to the nature of the project. At this time there is no specific project identified for widening of Madera Avenue. It is City policy to request for dedication adjacent to arterial and collector streets to meet current standards for street widths. The required dedication and deferral agreement for relocation of the private improvements will allow the City or State to move forward with widening Madera Avenue in the future without the added expense of relocating private improvements. This process is authorized under municipal code where it is determined that the improvements are not immediately essential.

## **FINANCIAL IMPACT:**

Approval of the deferral agreement will have no immediate fiscal impact on the City. In the event that the owner defaults on the agreement and does not complete the improvements upon demand by the City Engineer, the City will be responsible for completing the improvements while placing a lien against the property to eventually recoup those costs.

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

This action is generally consistent with the following Action Item:

**Action 101.6** - Ensure infrastructure can sustain population growth in the development of the General Plan.

RESOLUTION NO. 15-\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,  
CALIFORNIA APPROVING IMPROVEMENT DEFERRAL AGREEMENT AND  
AUTHORIZATION OF LIEN FOR GILL VALERO GAS STATION, AND  
AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT**

**WHEREAS**, Ajit Gill and Surinder K Gill, Owner of record of subject property, is required to enter into and execute an agreement between the City and said Owner for said property which is on file in the office of the City Clerk entitled, **“IMPROVEMENT DEFERRAL AGREEMENT AND AUTHORIZATION OF LIEN FOR GILL VALERO GAS STATION**, wherein the Owners, shall agree to construct and complete within the time specified in a separately prepared encroachment permit all work and improvements required of Owners as mentioned in said Agreement.

**WHEREAS**, Owner is required to obtain an encroachment permit in the office of the City Engineer, furnish to the City a good and sufficient improvement security, securing the faithful performance and payment of all bills for labor and materials by said Owners of all work designated or mentioned in said agreement; furnish to the City certificates or policies of public liability and property damage insurance, as required in the above mentioned Agreement entitled, **“IMPROVEMENT DEFERRAL AGREEMENT AND AUTHORIZATION OF LIEN FOR GILL VALERO GAS STATION”**, on file in the office of the City Clerk.

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

1. The above recitals are true and correct.
2. The agreement for the deferral of improvements for **GILL VALERO  
GAS STATION**, a copy of which is on file in the office of the City  
Clerk, is approved.
3. The Mayor is authorized to execute said agreement on behalf of  
the City.
4. Staff is directed to record the Deferral Agreement
5. This resolution is effective immediately upon adoption.

\* \* \* \* \*

Recording Requested By:  
City of Madera  
When Recorded Return To:  
City of Madera  
205 W. 4th Street  
Madera, CA 93637  
Attention: City Clerk

---

Fee Waived Per Section 27383 of the Government Code

**IMPROVEMENT DEFERRAL AGREEMENT  
AND AUTHORIZATION OF LIEN FOR GILL VALERO GAS STATION**

This Improvement Deferral Agreement and Authorization of Lien, herein after called "Agreement", is made and entered into at Madera, California, and is effective this \_\_\_\_\_ day of \_\_\_\_\_ 2015, by and between the CITY OF MADERA, a municipal corporation, hereinafter designated and called "CITY", and AJIT & SURINDER K GILL, herein after designated and called "Owner" without regard to number or gender.

**RECITALS**

WHEREAS, Owner is Operating Valero Gas Station and Convenience Store located at 211 South Madera Avenue on property also described as Block 10 of "Lankershim Addition", according to the map thereof recorded in Vol. 4, Page 31 of Plats of Fresno County Records (APN 011-071-007); and

WHEREAS, conditional use permit CUP 2014-26, sign variance VAR 2014-06 and site plan review SPR 2014-39 requires Owner to dedicate an irrevocable offer of dedication along Madera Avenue and subsequently relocate all existing private improvements located within the ultimate street right-of-way (the "Relocation of Private Improvements"); and



WHEREAS, Owner is requesting that City, subject to the terms and conditions of this Agreement, (a) defer requirement of the Relocation of Private Improvements, and (b) promptly issue to Owner the business license.

THEREFORE, in consideration of City's acceptance to defer the improvements requested by Owner and for other good and valuable consideration, City and Owner hereby agree as follows:

1. The Relocation of Private Improvements consist of relocating all existing private improvements associated with operating the gas station convenience store which may include but shall not be limited to the following: signs, gasoline fuel island infrastructure, gasoline fuel dispensers, canopy, underground fuel storage tanks, fencing and propane gas dispensing improvements located within the ultimate street right-of-way.

2. The performance of Relocation of Private Improvements shall comply with the Standard Specifications of the City of Madera and any and all associated Utility Company Standards. In case there are no Standard Specifications for the Relocation of Private Improvements, such performance and installation shall be in accordance with the Standards and Specifications of the State of California, Department of Transportation. Owner shall perform, install and provide all work, improvements and materials under the supervision of the City Engineer, under whose direction the work shall be inspected as it progresses.

3. Owner agrees to install and perform said improvement relocation identified herein at a future date as determined by the City Engineer or Caltrans, and shall bear all costs related to relocation of said improvements. City agrees to provide a One (1) year written advance notice to Owner of date improvements will

be required. If Owner fails to construct or complete the deferred improvements, the City may, but shall not be obligated to, construct and complete the improvements. The Owner shall be fully responsible for all costs incurred by the City in connection with completion of the improvements including reasonable attorney's fees which may be incurred in any action successfully enforcing this agreement against the Owner, his heirs, successors or assigns. A final accounting of such costs, when confirmed by the City Engineer and recorded in the official records of the County, shall be a lien on the property. If the Owner does not pay the costs in full within 30 days after the date the City Engineer mails notice of such costs, interest shall accrue on the unpaid costs at the maximum legal rate from the date the accounting of the costs was confirmed. The lien shall not be released until all such costs, including accrued interest, are paid in full, according to the terms specified in this Agreement. The remedy provided in this paragraph shall be in addition to and without limitation on any other rights or remedies that may be available to the City, including but not limited to the right to resort to any security submitted by the Owner as provided herein.

4. Owner agrees to install said Relocation of Private Improvements identified herein as part of or in lieu of any other offsite improvement prior to receipt of an occupancy permit for any new facility that triggers the need for said improvements.

5. Prior to construction of Relocation of Private Improvements, Owner shall obtain an Encroachment Permit from the City of Madera Engineering Department or Caltrans where construction takes place within the street right-of-way.

6. As part of the Encroachment Permit, Owner shall provide an engineer's cost estimate for construction within the street right of way of the required Relocation of Private Improvements. The engineer's estimate shall be increased to 125 percent of the cost estimate to reflect the payment of prevailing wages should City find it necessary to construct the deferred improvements. Such amount shall be the dollar amount necessary as security to guarantee construction of said improvements.

7. The Security for the construction of deferred Relocation of Private Improvements as part of the Encroachment Permit shall be in the form of a bond, cash, or a certificate of deposit assigned and payable to City, an irrevocable straight letter of credit, or other form acceptable to the City. The security shall be maintained in full effect at all times until the Relocation of Private Improvements are completed and accepted by City. Said security may be provided by Owner's contractor performing said work. The security shall be submitted before an encroachment permit is issued.

8. Owner shall, before the issuance of an Encroachment Permit, obtain and maintain in full force and effect during the term of this Agreement at Owner's own expense and risk, a general comprehensive liability insurance policy and shall furnish evidence of such insurance by delivery of a copy or copies of the policies. Such insurance shall name City, its Council, boards, commissions, officers, council members, volunteers and employees as additional insureds and shall indemnify City and said persons against liability for loss or damage for injury, including death, and property damage occasioned by the operation of Owner or its contractors or subcontractors under the terms of this Agreement, and shall be in

the minimum limits of \$1,000,000 for injury or death, and property damage limits of not less than \$250,000. **THE POLICIES MENTIONED HEREIN SHALL CONTAIN A PROVISION THAT A WRITTEN NOTICE OF INSURER'S CANCELLATION OR MATERIAL CHANGE IN THE TERMS OF SAID POLICY SHALL BE DELIVERED TO THE CITY THIRTY (30) DAYS IN ADVANCE OF THE EFFECT OF SUCH CHANGE OR CANCELLATION.** Such insurance shall also specifically insure any contractual liability assumed by Owner under the terms of this Agreement. Owner shall provide an additional bond, cash, or other security, as approved by City, in an amount equal to all deductible amounts or self insured retention named in the above required general comprehensive liability insurance policy.

9. After the satisfactory completion of the Relocation of Private Improvements by Owner, City shall accept said improvements within the street right-of-way and release the associated encroachment permit and security provided, except Owner shall provide for the repair of defects due to poor workmanship or faulty materials, discovered during a one-year warranty period commencing one day after the acceptance of the Utility Undergrounding Improvements by City. This Agreement shall terminate upon the later of said (1) year period or upon the completion of any work necessary to cure any defects discovered during such (1) year period.

10. All Relocation of Private Improvements shall be done at the sole cost and expense of Owner. The usual and customary costs of engineering, inspection, testing, surveying, staking, and all applicable fees as required by City shall be the sole responsibility of Owner.

11. Owner shall indemnify, hold harmless, and defend City and each of its officers, agents, and employees from any and all loss, liability costs, and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including attorney's fees and legal expenses), arising or alleged to have arisen directly or indirectly out of or in any way connected with (a) the making of this Agreement; (b) performance or installation of the Relocation of Private Improvements by Owner, its employees, officers, agents, contractors or subcontractors, or (c) design, installation, operation or maintenance of the Relocation of Private Improvements, regardless of whether City is actively or passively negligent, except for liability, loss, costs or damage caused solely by the negligence or willful misconduct of City, of its officers, agents or employees.

12. The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision or part thereof shall not affect the validity or invalidity or any other provision.

13. This Agreement shall be binding upon and inure to the benefit of the administrators, successors, and assigns of the respective parties hereto, and the obligations of this Agreement shall run with and burden the subject property.

14. This Agreement shall not be assignable by Owner without the express written consent of City. Subject to the limitations on assignment, this Agreement shall inure to the interest of the parties hereto.

15. Whenever the context requires, the neuter shall include the masculine or feminine, or both, and the singular shall include the plural.

16. Time is of the essence of this Agreement.

[Signature page follows.]

**CITY OF MADERA:**

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

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Brent Richardson, City Attorney

**ATTEST:**

By: \_\_\_\_\_  
Sonia Alvarez, City Clerk

**OWNER:**

By: Ajit Gill  
Ajit Gill

By: Surinder K Gill  
Surinder K Gill

**NOTARY ACKNOWLEDGEMENT  
REQUIRED**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California )  
County of FRESNO )

On 11-12-2015 before me, NARINDER S. SAHOTA, NOTARY,  
Date Here Insert Name and Title of the Officer

personally appeared AJIT GILL AND SURINDER  
Name(s) of Signer(s)

K. GILL

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

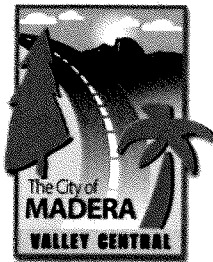
Title or Type of Document: DEFERRED AGREEMENT Document Date: 11-12-2015  
Number of Pages: 9 Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_





[Return to Agenda](#)

## REPORT TO CITY COUNCIL

COUNCIL MEETING OF December 16, 2015

AGENDA ITEM NUMBER B-10

APPROVED BY:

  
DEPARTMENT DIRECTOR

  
CITY ADMINISTRATOR

**SUBJECT: CONSIDERATION OF A RESOLUTION APPROVING IMPROVEMENT DEFERRAL AGREEMENT AND AUTHORIZATION OF LIEN FOR FUTURE INVESTMENTS, LTD**

### RECOMMENDATION:

That the City Council approve:

1. Resolution No. 15-\_\_\_\_\_ Approving Improvement Deferral Agreement and Authorization of Lien for Future Investments, LTD

### SUMMARY:

The City of Madera Planning Commission at its regular meeting of June 9, 2015 approved Rezone 2015-01, Conditional Use Permit 2015-05 & 2015-06 and Site Plan Review 2015-15. Approval allowed for the establishment of two uses, the maintenance and installation of diesel particulate filter systems on both diesel trucks and stationary diesel power generation systems and the second use of storing of diesel "big rig" tractors and trailers. A condition of approval required the property owner to enter into a deferral agreement for future street improvements adjacent to the western property line of the project site.

### Engineering

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

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

## **SITUATION:**

DPF Filters established two uses on a property located on North Golden State Boulevard. The two uses are the maintenance and installation of diesel particulate filter systems on both diesel trucks and stationary diesel power generation systems and the storage of diesel "big rig" tractors and trailers. A condition of the project required the Owner to enter into a deferral agreement with the City for the construction of roadway improvements of a future roadway adjacent to the western property line of the proposed project site. The western roadway will be needed at such time as Golden State Boulevard is terminated due to the eventual construction of an interchange at the Ellis Overcrossing. Currently there is no timeline as to when the roadway would be required therefore it was determined that a deferral agreement would be the proper tool to ensure the property contributes its fair share toward the cost of its own frontage improvements. This process is authorized under municipal code where it is determined that the improvements are not immediately essential.

## **FINANCIAL IMPACT:**

Approval of the deferral agreement will have no immediate fiscal impact on the City. In the event that the owner defaults on the agreement and does not complete the improvements upon demand by the City Engineer, the City will be responsible for completing the improvements while placing a lien against the property to eventually recoup those costs.

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

This action is generally consistent with the following Action Item:

**Action 101.6** - Ensure infrastructure can sustain population growth in the development of the General Plan.

RESOLUTION NO. 15-\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,  
CALIFORNIA APPROVING IMPROVEMENT DEFERRAL AGREEMENT AND  
AUTHORIZATION OF LIEN FOR FUTURE INVESTMENTS, LTD, AND  
AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT**

**WHEREAS**, Future Investments, LTD, Owner of record of subject property, is required to enter into and execute an agreement between the City and said Owner for said property which is on file in the office of the City Clerk entitled, "**IMPROVEMENT DEFERRAL AGREEMENT AND AUTHORIZATION OF LIEN FOR FUTURE INVESTMENTS, LTD**", wherein the Owners, shall agree to pay its fair share for cost of its own frontage improvements within the time specified in said Agreement.

**WHEREAS**, Owner is required to meet all obligations, as required in the above mentioned Agreement entitled, "**IMPROVEMENT DEFERRAL AGREEMENT AND AUTHORIZATION OF LIEN FOR FUTURE INVESTMENTS, LTD**", on file in the office of the City Clerk.

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

1. The above recitals are true and correct.
2. The agreement for the deferral of improvements for **FUTURE INVESTMENTS, LTD**, a copy of which is on file in the office of the City Clerk, is approved.
3. The Mayor is authorized to execute said agreement on behalf of the City.
4. Staff is directed to record the Deferral Agreement
5. This resolution is effective immediately upon adoption.

\*\*\*\*\*

Recording Requested By:  
City of Madera  
When Recorded Return To:  
City of Madera  
205 W. 4th Street  
Madera, CA 93637  
Attention: City Clerk

---

Fee Waived Per Section 27383 of the Government Code

**IMPROVEMENT DEFERRAL AGREEMENT  
AND AUTHORIZATION OF LIEN FOR FUTURE INVESTMENTS, LTD**

This Improvement Deferral Agreement and Authorization of Lien, herein after called "Agreement", is made and entered into at Madera, California, and is effective this \_\_\_\_\_ day of \_\_\_\_\_ 2015, by and between the CITY OF MADERA, a municipal corporation, hereinafter designated and called "CITY", and FUTURE INVESTMENTS, LTD., herein after designated and called "Owner" without regard to number or gender.

**RECITALS**

WHEREAS, Owner currently owns the subject property located at 2832 North Golden State Boulevard on property also described as:

A parcel of land lying in the Southwest quarter of Section 11, Township 11 South, Range 17 East, Mount Diablo Base and Meridian, according to the official plat thereof more particularly described as follows:

Beginning at the Southwest corner of the Northwest quarter of the Southwest quarter of said Section 11; thence North 0° 27' 58" West along the West line of the Southwest quarter of said Section 11, a distance of 440.59 feet; thence north 89° 32' 35" East, 274.53 feet; thence North 45° 26' 45" East, 233.16 feet to a point on the Southwesterly line of Golden State Boulevard; thence South 44° 33' 15" East along the Southwesterly line of Golden State Boulevard, 619.98 feet; thence South 45° 32' 50" West, 234.78 feet; thence South 89° 59' 21" West, 704.46 feet to the point of beginning.

EXCEPTING THEREFROM those portions conveyed to Roy Roberts and

Dolores Roberts, Husband and wife, by Deeds recorded February 28, 1996 as document numbers 9605325, 9605326 and 9605327, being the Southeasterly 20 feet of the Northeasterly 108.17 ft of said land. (APN 013-250-002); and

WHEREAS, Owner made application for Rezoning 2015-01, Conditional Use Permits 2015-05 and 06, and Site Plan Review 2015 (hereinafter referred to as "Owner's applications") to allow the establishment of two uses that include the maintenance and installation of diesel particulate filter systems on both diesel trucks and stationary diesel power generation systems and storage of diesel "big rig" tractors and trailers; and

WHEREAS, City's General Plan, Zoning Ordinance, and Standards and Specifications (hereinafter designated and referred as "City Development Regulations"), call for the installation of typical frontage improvements when new uses such as those requested by Owner's applications are established, including but not limited to, the extension of and connection to sewer, water, and storm drain improvements, street widening, curb, gutter, sidewalk, street lights, and fire hydrants; and

WHEREAS, City has identified that the location of typical frontage improvements that would be required by City Development Regulations along Owner's Golden State Drive frontage are likely to be disrupted or removed in conjunction with future improvements to the adjacent Freeway 99 corridor, although the specific Freeway 99 corridor improvements and their timeline are unknown; and

WHEREAS, City has identified that subject parcel will be served by street improvements and public utilities generally located along the western property line

of subject parcel, although the specific street and public utility improvements to be constructed, and their timeline, are unknown; and

WHEREAS, in lieu of requiring the construction of typical frontage improvements, which in the opinion of the City Engineer represent a cost of approximately \$113,704, as further defined in Exhibit A, CITY Planning Commission approved Owner's applications with a condition of approval requiring that owner make application to defer a fair share contribution towards future improvements; and

WHEREAS, OWNER desires to comply with said condition of approval and has requested a deferral agreement be approved allowing OWNER to make a fair share contribution for future improvements that will serve the subject property at the time those improvements are constructed.

NOW THEREFORE, in consideration of City's acceptance to defer the participation in improvements requested by Owner and for other good and valuable consideration, City and Owner hereby agree as follows:

1. Owner agrees to provide a fair share contribution toward the construction cost of off-site improvements on the west side of the subject property based on the actual improvements and their costs at the time of construction. Such improvements shall include all street construction; sewer, water, and storm drain improvements; curb, gutter, and sidewalk; streetlights; fire hydrants; power, gas, and communications lines and equipment.
2. Owner's fair share contribution shall not exceed the cost of constructing the typical frontage improvements that would have been

required by City's Development Regulations along the Golden State Boulevard frontage to the subject property. The parties agree that said figure shall be \$113,704 per the attached cost estimate in Exhibit A, and shall include cost of engineering, construction management and inspections as well as any other reasonable and typical costs associated with construction of such improvements. For every year in which the improvements on the westerly frontage are not constructed, the owner's fair share contribution shall increase in accordance with changes to the Engineering News Record-Construction Cost Index (CCI)-Los Angeles.

3. Owner's fair share of future improvement cost for street and utilities constructed on the west side of subject property to serve subject property shall be calculated according to the category of street, as deemed appropriate under the sole discretion of the City Engineer, which is constructed to serve the subject property, consistent with following methodology:
  - a. If the street serving the subject property is constructed to Collector standard or greater, a cost per lineal foot shall be calculated for all streets and utilities constructed. The Owner's cost shall equal the sum of all lineal foot costs, multiplied by the length of the subject property's western property line, 440.59 feet.
  - b. If the street serving the subject property is constructed to less-than-collector standard, a cost per acre for all improvements constructed in conjunction with street and underlying utilities shall



be calculated. The Owner's cost shall equal the sum of all per acre costs, multiplied by the acreage of the subject parcel, 8.25 acres.

4. City shall not send written notice requiring payment of Owner's fair share contribution until the occurrence of either i) all permanent improvements serving the subject property have been constructed and ion, or ii) five (5) years from date the execution of this agreement, whichever is later.
5. Owner shall have one (1) year from date of City's provision of notice in which to make the fair share contribution.
6. If Owner fails to submit payment as set forth in this agreement, the City Engineer shall record the amount of the Owner's fair share contribution in the official records of the County as a lien on the property.
7. If the Owner does not pay the costs in full within one (1) year after the date the City Engineer mails notice of such costs, interest shall accrue on the unpaid costs at the maximum legal rate from the last day of the one (1) year notice. The lien shall not be released until all such costs, including accrued interest, are paid in full, according to the terms specified in this Agreement. The remedy provided in this paragraph shall be in addition to and without limitation on any other rights or remedies that may be available to the City.
8. Owner shall indemnify, hold harmless, and defend City and each of its officers, agents, and employees from any and all loss, liability costs, and damages (whether in contract, tort or strict liability, including but

not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including attorney's fees and legal expenses), arising or alleged to have arisen directly or indirectly out of or in any way connected with the making of this Agreement, except for liability, loss, costs or damage caused solely by the negligence or willful misconduct of City, of its officers, agents or employees.

9. The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision or part thereof shall not affect the validity or invalidity or any other provision.
10. This Agreement shall be binding upon and inure to the benefit of the administrators, successors, and assigns of the respective parties hereto, and the obligations of this Agreement shall run with and burden the subject property.
11. This Agreement shall terminate when any of the following events occurs:
  - a. Both of the respective uses permitted under CUP 2015-05 and CUP 2015-06 cease to be in operation for 12 months or longer.
  - b. Both CUP 2015-05 and CUP 2015-06 are revoked by CITY or permanently terminated by Owner.
  - c. A Conditional Use Permit and/or Site Plan Review is approved by CITY in conjunction with a new application for the development or use of subject property.

12. This Agreement shall not be assignable by Owner without the express written consent of City. Subject to the limitations on assignment, this Agreement shall inure to the interest of the parties hereto.
13. Whenever the context requires, the neuter shall include the masculine or feminine, or both, and the singular shall include the plural.
14. Time is of the essence of this Agreement.

[Signature page follows.]

**CITY OF MADERA:**

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

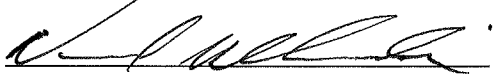
**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Brent Richardson, City Attorney

**ATTEST:**

By: \_\_\_\_\_  
Sonia Alvarez, City Clerk

**OWNER:**  
Future Investments, Ltd.

By: 

**Print Name:** AHMED S. AZHOMEDI  
General Partner

**NOTARY ACKNOWLEDGEMENT  
REQUIRED**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE §1189

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

State of California )

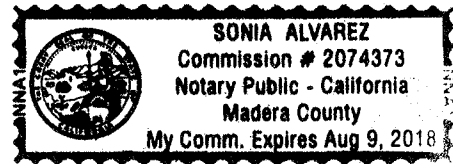
County of Madera )

On 12/02/15 before me, Sonia Alvarez, Notary Public, personally appeared Ahmed S. Alhomed, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Sonia Alvarez (Seal)



DESCRIPTION OF ATTACHED DOCUMENT (OPTIONAL)

Title or Type of Document: Improvement Deferral Agreement and Authorization of Lien for Future Investments, LTD

Document Date:

Number of Pages:

Signer(s) Other Than Named Above:

CAPACITY(IES) CLAIMED BY SIGNER(S)

Signer's Name:

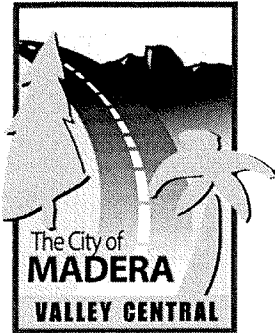
Signer's Name:

Title:

Title:

EXHIBIT A

Item No.	Item Description	Unit	QTY	Unit Price	Total
<b>Bid Schedule A - (Item values represent a portion of larger project)</b>					
1	Mobilization, Bonds, Insurance & Permits *(not to exceed \$50,000)	L.S.	1	\$ 5,000.00	\$ 5,000.00
2	SJVAPCD Air Quality, Dust & Emissions Control Plan	L.S.	1	\$ 500.00	\$ 500.00
3	Storm Water Pollution Prevention SWPP/NPDES Compliance	L.S.	1	\$ 1,000.00	\$ 1,000.00
4	Traffic Control, Signage & Detours For Project	L.S.	1	\$ 1,000.00	\$ 1,000.00
5	Clearing and Grubbing	L.S.	1	\$ 1,000.00	\$ 1,000.00
6	Sawcutting of Asphalt & Concrete	L.F.	0	\$ 1.25	\$ -
7	Temporary Concrete Washout (Portable)	L.S.	1	\$ 100.90	\$ 100.90
8	Excavation & Shoring/Cal OSHA Compliance	L.S.	1	\$ 100.00	\$ 100.00
9	Project Surveying	L.S.	1	\$ 3,000.00	\$ 500.00
10	Misc. Facilities and Operations	L.S.	1	\$ 1,000.00	\$ 1,000.00
<b>SECTION SUBTOTAL</b>					<b>\$ 10,200.90</b>
<b>SEWER FACILITIES</b>					
11	One Half of the 8-inch Sewer Service Main, PVC SDR-35	LF	620	\$ 15.00	\$ 9,300.00
12	Connect 6-inch Sewer Service to Existing Sewer Manholes	EA	1	\$ 1,545.00	\$ 1,545.00
14	Install 60-inch Sewer Manhole at Existing Sewer Main	EA	1	\$ 5,150.00	\$ 5,150.00
15	Install Sewer Cleanouts at Sewer Services	EA	1	\$ 1,235.00	\$ 1,235.00
<b>SEWER SUBTOTAL</b>					<b>\$ 17,230.00</b>
<b>WATER FACILITIES</b>					
43	1/2 of the 8-inch component of an 8-inch Water Main PVC C-900	LF	620	\$ 15.00	\$ 9,300.00
48	2-inch Water Service, Tee & Gate Valve & Meter Box	EA	1	\$ 3,000.00	\$ 3,000.00
56	Fire Hydrant Service & Assembly, Tee, Gate Valve & Concrete Pad	EA	2	\$ 6,700.00	\$ 13,400.00
<b>WATER SUBTOTAL</b>					<b>\$ 25,700.00</b>
<b>STREET CONSTRUCTION</b>					
58	Pavement Grinding & Base Removal	SF	14,900	\$ 0.33	\$ 4,917.00
59	Roadway Excavation, Grading & Compaction	CY	440	\$ 13.00	\$ 5,720.00
60	Class 2 Aggregate Base	Ton	280	\$ 23.00	\$ 6,440.00
61	Asphalt Concrete Paving & Fog Seal (Type B)	Ton	105	\$ 92.00	\$ 9,660.00
<b>STREET SUBTOTAL</b>					<b>\$ 26,737.00</b>
<b>STREET CONCRETE CONSTRUCTION</b>					
66	Concrete Curb and Gutter (6 sack)	LF	590	\$ 17.00	\$ 10,030.00
67	Concrete Driveway Approach (6 sack) (One (1) Driveway, 30' wide)	SF	150	\$ 6.00	\$ 900.00
68	Concrete Sidewalk (6 sack)	SF	620	\$ 4.30	\$ 2,666.00
<b>STREET CONCRETE SUBTOTAL</b>					<b>\$ 13,596.00</b>
<b>STREET LIGHTS &amp; ELECTRICAL</b>					
76	Trenching & Installation of Schedule 80 - 1 1/2 Inch Conduit & Backfill w. 2 Sack Slurry	LF	620	\$ 7.00	\$ 4,340.00
77	Electrical Pull Boxes w. Lockjaw Lids	EA	1	\$ 740.00	\$ 740.00
79	LED 167 Watt Street Light, Pole & Concrete Pad	EA.	3	\$ 4,220.00	\$ 12,660.00
<b>STREET LIGHTS &amp; ELECTRICAL SUBTOTAL</b>					<b>\$ 17,740.00</b>
<b>STREET STRIPING &amp; MARKING</b>					
82	Roadway Pavement Striping, Markings and Signs	LS	1	\$ 2,500.00	\$ 2,500.00
<b>STRIPING SUBTOTAL</b>					<b>\$ 2,500.00</b>
<b>CONSTRUCTION TOTAL</b>					<b>\$ 113,703.90</b>



## Report to City Council

Council Meeting of December 16, 2015  
Agenda Item Number B-11

Approved by:

A handwritten signature in black ink, appearing to read "S. J. J.", is written over a horizontal line.

City Administrator

**SUBJECT: MINUTE ORDER-APPROVAL OF CITY ADMINISTRATOR  
TRAVEL TO SHOT SHOW, JANUARY 18 - JANUARY 22, 2016.**

### **BACKGROUND**

Consistent with past practice the City Administrator is seeking Council approval of travel for the purpose of professional development. In this case the travel is to the annual Shot Show, a firearms and law enforcement event. The event is attended annually by representatives of the Madera Police Department inasmuch as it is the largest and most comprehensive trade show for professionals involved with law enforcement industries in the United States.

### **SITUATION**

The City Administrator will travel with the Chief of Police and several other department representatives; including travel the City Administrator will be out of the city from January 18-January 22, 2016. Information regarding the event is provided as an attachment to this report.

### **RECOMMENDATION**

Staff recommends approval of the request to attend the Shot Show.

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

Approval of the travel is not addresses 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.

# SHOT SHOW

## SECURE THE BEST DEFENSE



JANUARY 20-23, 2015

Experience the best in firearms, ammunition, safety and tactical gear for law enforcement. Discuss in-field challenges, get hands on with the latest equipment, and find real-world solutions to reinforce safety among your department or unit. Plus, participate in FREE training from the SHOT Show's Law Enforcement Education Program.

**APPLY TODAY**  
ATTEND





# INVESTIGATE THOUSANDS OF PRODUCTS

The SHOT Show is unrivaled in the breadth and depth of law enforcement equipment, firearms and ammunition on display. Get hands-on access to gear that will better protect your units. Meet face to face with manufacturers and suppliers. Discuss product modifications and deployment strategies.



**MORE THAN**

**AT THE 2015 SHOT SHOW!**



**MORE THAN**  
**3 FOOTBALL FIELDS**  
OF THE LATEST TACTICAL  
AND SAFETY EQUIPMENT  
**186,000**  
NET SQ. FT.

With more than 500 companies displaying products dedicated to law enforcement needs, get hands-on access to:

- Ammunition
- Communications Products
- Custom Manufacturing
- Eyewear
- Firearms
- Firearms Maintenance Equipment
- Firearms Cabinets/Safes
- Firearms Cleaning Equipment
- Firearms Accessories
- Hearing Protection
- Optics
- Magazines/Cartridges
- Recoil Protection Devices
- Scopes, Sights and Accessories
- Shooting Range and Equipment
- Survival Kits/First Aid
- Training & Safety Equipment
- And more!

EXHIBITORS,  
BUYERS  
AND MEDIA  
COME FROM  
OVER  
**100**  
COUNTRIES



AND ALL  
**50** STATES

The SHOT Show is the largest and most comprehensive tradeshow for all professionals involved with the shooting sports, hunting and law enforcement industries.

# SHOT SHOW

## 2015 HOURS/SCHEDULE AT A GLANCE

# CONNECT WITH ALL BRANCHES OF AUTHORITY

LAW ENFORCEMENT | SWAT | PRIVATE SECURITY | ARMED FORCES

Unlike any other event, the SHOT Show is committed to building interagency collaboration among units in law enforcement, SWAT teams, armed forces and private security firms. Find out how other agencies are addressing current security challenges and scenarios. Review training and exercises to help your department meet its performance and safety directives.

### Engage with more than 5,000 professionals:

- Domestic Law Enforcement Equipment Retailers/Distributors
- Agency Department Purchasers
- Armed Forces Purchasers
- International Law Enforcement Equipment Dealers
- Private Security Firms
- Government Agencies
- Municipalities
- Chiefs of Police
- Sheriffs
- Range Masters
- Range Officers
- SWAT Team Leaders
- Trainers/Department Instructors

- 6:00 PM - 7:00 PM Law Enforcement and Armed Forces Kickoff Meet & Greet
- 8:15 AM - 12:15 PM Law Enforcement Education Program
- 8:30 AM - 5:30 PM Exhibit Floor/Product Viewing Open\*
- 5:30 PM - 8:00 PM State of Industry Dinner/Jay Leno Performance\*\*  
*\*\*Additional ticket purchase required*

- 8:15 AM - 12:00 PM Law Enforcement Education Program
- 8:30 AM - 5:30 PM Exhibit Floor/Product Viewing Open\*
- 11:45 AM - 1:00 PM Law Enforcement Education Program Networking Lunch

- 8:15 AM - 2:30 PM Law Enforcement Education Program
- 8:30 AM - 5:30 PM Exhibit Floor/Product Viewing Open\*
- 8:30 AM - 4:00 PM Exhibit Floor, Product Viewing Open\*

\*Law Enforcement Early Show Hours: The law enforcement ballroom and meeting rooms on Levels 1 and 2 will open a half hour earlier at 8:00 AM each day. Booth numbers affected: 6,000, 8,700 and 20,000-33,000.

**MORE THAN 65,000 INDUSTRY PROFESSIONALS ATTEND THE SHOT SHOW.**

SHOTSHOW.ORG/ATTEND

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# DEBRIEF AND MEET WITH FELLOW OFFICIALS

**MONDAY, JANUARY 19, 6:00 PM–7:00 PM**

Cañonita Restaurant in The Grand Canal Shoppes

**FREE for any law enforcement or armed forces attendees and exhibitors. Complimentary hors d'oeuvres. Drinks available for purchase.**

Kick off the 2015 SHOT Show with other law enforcement, armed forces, homeland security and private security professionals. This is your chance to network and establish business connections in a casual setting over drinks and light hors d'oeuvres. It is also a great opportunity to hear about the must-see exhibits and the latest industry news from other attendees.

**WEDNESDAY, JANUARY 21, 11:45 AM–1:00 PM**

**Tickets: \$35**

**Registration required**

IN PARTNERSHIP WITH

*Law Officer Magazine*

Network exclusively with other law enforcement agencies and the editors of *Law Officer Magazine*! You'll enjoy the award-winning flavors of a Venetian Hotel buffet lunch while discussing challenges and solutions with fellow law enforcement professionals. Get feedback from others on the thousands of products in the exhibit hall, and make sure you leave with all of the best industry information.

## ADDITIONAL EVENT HIGHLIGHTS



Scan the QR code for more Golf Classic details or visit [SHOTshow.org/golf](http://SHOTshow.org/golf).



### OPENING NIGHT OF THE SHOT SHOW

**TUESDAY, JANUARY 20, 5:30 PM**

The Venetian Hotel, Level 5,  
Palazzo Ballroom

**Individual Tickets:**

**For qualified Law Enforcement buyer categories: \$115 each; for all other categories: \$135 each**

**Table of 10:**

**NSSF Members: \$1,050 each; Nonmembers: \$1,250 each**  
(location based on date and time of payment) **Tickets sell fast!**

Join us for the very popular SHOT Show State of the Industry Dinner and its exciting 2015 entertainment. Those in attendance will be treated to an evening recognizing the important accomplishments of our industry as well as the unbeatable humor of Jay Leno.

Most people are familiar with Leno's everyman style from his work as the host of the Emmy Award-winning "The Tonight Show with Jay Leno." His down-to-earth persona and topical humor have helped make him one of the most recognizable personalities in the business. His comedy touches on topics for audiences of all ages.

**(NEW!)**

### RAISING FUNDS FOR HONORED AMERICAN VETERANS AFIELD (HAVA)

**SUNDAY, JANUARY 18**

Bear's Best Las Vegas

Show your support for those who have sacrificed so much for our country by participating in this 2015 SHOT Show charity golf event. The National Shooting Sports Foundation and the Honored American Veterans Afield (HAVA) are joining forces to host this year's new golf tournament.

HAVA is an industry-run organization that helps the healing and re-integration of disabled combat veterans back into normal life through participation in hunting and shooting sports. The HAVA Board of Directors, which includes Chris Dolnack, Senior Vice President of the NSSF, is comprised of industry executives committed to directing more funds raised from such events to immediate work for these returning heroes and their families.

All the proceeds from this event will benefit HAVA outreach programs.

Registration for the four-person scramble is \$200 per player and includes prizes, cart, lunch and tee gifts. In addition, there will be a special raffle and silent auction for industry donated prizes.

# EXCLUSIVE TRAINING FOR YOUR DEPARTMENT – FREE

## THE LAW ENFORCEMENT EDUCATION PROGRAM (LEEP)

IN PARTNERSHIP WITH:

*LAW OFFICER*

Education and training are a priority at the SHOT Show. The Law Enforcement Education Program offers courses throughout the show focused on protection measures and tactical execution. Learn from leading industry training organizations such as the National Tactical Officers Association (NTOA), industry product authorities and experts provided by *Law Officer Magazine*.

**LEEP SEMINARS WILL RUN TUESDAY, JANUARY 20–THURSDAY, JANUARY 22.**

Registration is required, but is **FREE** to any paid law enforcement attendee.

Apply for LEEP courses during the registration process.

[SHOTSHOW.ORG/ATTEND](http://SHOTSHOW.ORG/ATTEND)



### TUESDAY, JANUARY 20

8:15 AM–10:15 AM

#### Active Shooter Update and the Advanced Police Officer

*Don Alwes*



Active Shooter Events continue to concern communities and their law enforcement agencies. This presentation will review recent incidents for lessons to be learned and will examine the ongoing evolution of law enforcement response. The NTOA's Advanced Response Patrol Officer program is designed to prepare first-arriving officers to confront and neutralize the threat and save lives.

### WEDNESDAY, JANUARY 21

8:15 AM–9:45 AM

#### Reflex Sights on Law Enforcement Service Handguns

*Frank Martello*



With the advent of durable miniature reflex sights that can be slide mounted on semi-auto pistols and advanced battery technology, the use of reflex sights on military and law enforcement side arms is a now a viable and increasingly accepted option. Traditional steel sights require a shooter to focus on three planes of reference; the target, the front sight and the rear sight. In a tactical shooting scenario, this visual synergy must be accomplished repetitively in a dynamic environment in which the shooter must quickly engage a threat while moving to cover and shooting in a compressed time frame. This presentation will cover the practical use of miniature reflex sights on handguns carried by SWAT operators and patrol officers and the advantages they offer in terms of tactical effectiveness, officer safety and reduced liability.

8:15 AM–10:15 AM

#### Law Enforcement Response to Suicidal Persons

*Thor Eells, Don Kester*



This seminar will address the challenges law enforcement faces when responding to “check the welfare” and “suicidal person” calls. Attention will be placed on historical basis for law enforcement intervention, legal versus ethical duty and current case law developments. Specific cases will be presented to help facilitate discussion and will emphasize the dilemmas that face public safety personnel.

**APPLY TODAY!** [SHOTSHOW.ORG/ATTEND](http://SHOTSHOW.ORG/ATTEND)

# EXCLUSIVE TRAINING

## THE LAW ENFORCEMENT EDUCATION PROGRAM (LEEP)

IN PARTNERSHIP WITH:

LAW OFFICER

10:00 AM–11:00 AM

SUREFIRE

### Immediately Deployable White Light Is Critical for Law Enforcement

*Luis Araujo, Kevin Skehan*

This in-depth seminar will feature a hands-on tactical presentation as well as a legal overview of why overwhelming white light — that is immediately deployable — is critical to successful modern-day police work. The presenters, experienced LEOs, are experts on both fronts. They will demonstrate how professional-grade white-light illumination tools should be immediately deployed and intuitively activated in high-stress situations, where motor skills and vision is degraded. Whether attached to one's pistol, carbine, shotgun, wrist or specifically designed for pairing with a firearm, these illumination tools must be optimized for police work and therefore instantly deployable for proper threat assessment. Ensuring the safety and well-being of officers and the public are, of course, primary to this presentation, but presenters will also discuss the tremendous financial liability for agencies and individual officers not employing such gear — with formal and proper training. Attendees will come to understand what type of illumination is crucial and why!

10:30 AM–12:00 PM

MEGGITT

### The Future of Range Design: The Impact of Technology and Training Requirements

*Timothy J. Holley, Edward M. Santos*

Technology may be simplifying our lives, but how is it changing the way law enforcement officers operate and train for real-world scenarios? This session will explore currently available range solutions as well as exciting, upcoming products and services. Tim Holley, Meggitt Training Systems, and Ed Santos, Center Target Sports, will discuss the future of range design and the possibilities within these “new” training environments. From curriculum to funding, the session will highlight best practices, cost savings and benefits, and the real-world application of tomorrow's training technologies.

11:45 AM–1:00 PM

### Networking Lunch

Network exclusively with other law enforcement agencies and the editors of *Law Officer Magazine*! You'll enjoy the award-winning flavors of a Venetian Hotel buffet lunch while discussing challenges and solutions with fellow law enforcement professionals. Get feedback from others on the thousands of products in the exhibit hall, and make sure you leave with all of the best industry information.  
(Registration required, tickets \$35)

THURSDAY, JANUARY 22

8:15 AM–10:15 AM



### SWAT: Lessons Learned from Critical Incidents

*Thor Eells, Don Kester*

This course will facilitate discussion regarding lessons learned from critical incidents involving Special Weapons and Tactics Teams throughout the United States. Topics will include command and control strategies, leadership methodologies, training and critical incident preparation, legal concerns, tactical decision-making and priority of life issues. Current industry responses and trends as a result of critical incidents will be included.



Need help justifying your attendance to your supervisor? Scan the code to watch a video that discusses why it's so important for law enforcement personnel to attend the SHOT Show.

# FOR YOUR DEPARTMENT – FREE

10:00 AM–11:30 AM



## Reflex Sights on Law Enforcement Service Handguns *Frank Martello*

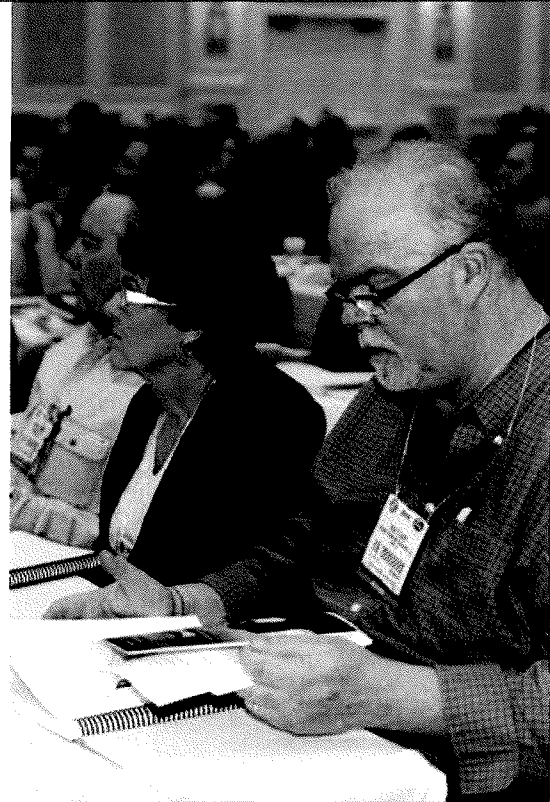
With the advent of durable miniature reflex sights that can be slide mounted on semi-auto pistols and advanced battery technology, the use of reflex sights on military and law enforcement side arms is a now a viable and increasingly accepted option. Traditional steel sights require a shooter to focus on three planes of reference; the target, the front sight and the rear sight. In a tactical shooting scenario, this visual synergy must be accomplished repetitively in a dynamic environment in which the shooter must quickly engage a threat while moving to cover and shooting in a compressed time frame. This presentation will cover the practical use of miniature reflex sights on handguns carried by SWAT operators and patrol officers and the advantages they offer in terms of tactical effectiveness, officer safety and reduced liability.

1:30 PM–2:30 PM



## Officer Survival in 2015 and Counter Ambush Tactics *Ron McCarthy*

Law enforcement officers are being murdered in pre-planned and sophisticated ambushes in alarmingly high numbers, now and during the past 10 years. The political unrest and dissatisfaction with government has put uniformed police officers in the crosshairs. Ron McCarthy will discuss ambush recognition and counter-ambush tactics that can increase officer survival and reduce unnecessary paranoia. You won't want to miss this session; this is critical information you can take back to your personnel.



## 2015 LEOP SPONSORS

IN PARTNERSHIP WITH: **LAW OFFICER**  
TACTICS | TECHNOLOGY | TRAINING

MEGGITT



THE SAFARILAND TRAINING GROUP

SUREFIRE



APPLY TODAY! [SHOTSHOW.ORG/ATTEND](http://SHOTSHOW.ORG/ATTEND)



# ONLINE REGISTRATION IS NOW OPEN!

LAW ENFORCEMENT EDUCATION PROGRAM SESSIONS ARE TO ALL PAID  
2015 SHOT SHOW LAW ENFORCEMENT ATTENDEES.



Admission to the SHOT Show is RESTRICTED to the shooting, hunting and outdoor trade and commercial buyers and sellers of military, law enforcement, and tactical products and services ONLY. The show is not open to the public, and NO one under age 16 shall be admitted (including infants). No daycare provided.

Attendees and guests seeking admission to the show must submit the following information at the time of application (whether online at [shotshow.org](http://shotshow.org) or in person at the show). These documents must be submitted for approval by uploading them during the application process:

- Current and valid government issued photo identification (e.g., driver's license, passport, etc.)

#### PLUS

- Documentation demonstrating direct, current professional affiliation to the shooting, hunting and outdoor trade or commercial involvement in the military, law enforcement or tactical market.

*Note: Show exhibitors and media are subject to different credentialing requirements. Applications submitted without proper documentation will be rejected. All applications will be reviewed and approved BEFORE any fees are assessed to the applicant.*

## 2015 SHOT SHOW REGISTRATION FEES

For qualified Law Enforcement Buyer categories:

Pre-Registration: \$65 (online registration by 1/15/2015)  
Registration on-site: \$70

For all non-buyer categories:

Pre-Registration: \$175 (online registration by 1/15/2015)  
Registration on-site: \$200

## QUESTIONS ABOUT REGISTRATION?

**ASK US:** +1.855.355.7468 or +1.203.270.2370

**E-MAIL:** [regmgr@shot.convex.com](mailto:regmgr@shot.convex.com)

Sandra Evans, Director of Registration Policy

For more information, visit [www.shotshow.org](http://www.shotshow.org). All requests for membership should only be made through the website. Requests being processed by email may not be processed. All requests for the SHOT Show entry credentials will be processed on the show floor.

# DISCOUNTED TRAVEL & HOTEL SAVINGS

The SHOT Show is held at the Sands Expo Center in Las Vegas, making it easy for you to join your colleagues. Direct flights are available from most major cities.

**MAXIMIZE SAVINGS** — Several other trade events will stage the same week as the SHOT Show, meaning hotel rooms will be limited and rates will quickly rise. To ensure attendees of the SHOT Show receive the best possible rates around the Las Vegas Strip, we have arranged discounts at even more hotels, but **DON'T DELAY BOOKING YOUR ROOM**. All hotels and booking can be accessed through

## EXCLUSIVE HOTEL SAVINGS IF YOU BOOK EARLY AND WHILE ROOMS REMAIN AVAILABLE

THE SHOT SHOW AT THE SANDS EXPO CENTER

THE VENUE AT THE PALMS

Rate: \$239 (average per room by date: 11/17-11/19 (U.S.), 11/17-11/19 (International))



HOTEL*	RATE
Bally's Las Vegas	\$85
Bellagio	\$169
Caesars Palace	\$135
Circus Circus	\$28
Elara, a Hilton Grand Vacations Hotel	\$109
Excalibur Hotel	\$32
Flamingo Las Vegas	\$60
Harrah's Casino Hotel Las Vegas	\$85
Hilton Grand Vacations Club	\$105
Luxor Las Vegas	\$48
MGM Grand	\$94
Mirage	\$145
Monte Carlo Resort & Casino	\$65
New York — New York Hotel & Casino	\$79
Paris Las Vegas	\$105
Planet Hollywood Resort & Casino	\$75
Riviera Hotel & Casino	\$29
SLS Las Vegas Hotel and Casino	\$173
The Cosmopolitan of Las Vegas	\$199
The Quad, formerly Imperial Palace	\$45
Treasure Island	\$189
Tropicana Las Vegas — a Doubletree by Hilton	\$89
Trump Hotel, Las Vegas	\$139
Westin Las Vegas Hotel-Casino & Spa	\$129

\*Prices are average lowest rate with a check-in of 1/19/2015, check-out of 1/23/2015.

## ONPEAK

Book rooms in a number of resorts along the Las Vegas Strip. Prices start at \$28/night.

+1.800.388.8104 (U.S.)  
+1.312.527.7300 (International)

Hotel reservation deadlines begin December 17, 2014.

Book through onPeak to ensure you pay the lowest price and get the best service with reservation protection, flexibility and assistance — before, during and after your stay.

- The lowest room rates available have been negotiated at official hotels.
- Other booking channels are monitored to track down rival rates.
- Rates are lowered when necessary and applied to already-booked rooms.

### SAVE 5% when you fly with American Airlines.

Book directly with AA online or by phone:  
+1.800.433.1790. Use code: 1115BG.

### SAVE 2-7% when you fly with Delta.

Book directly with Delta online or by phone:  
+1.800.328.1111. Use code: NMHRA.

### Receive a discount when you book a car with Dollar.

Book directly with Dollar online or by phone:  
+1.800.800.4000. Use code: CM0077.

SHOTSHOW.ORG/ATTEND



# 2015 SHOT SHOW EXHIBITORS

The SHOT Show has more than 500 companies showcasing products and services specifically for law enforcement, SWAT, armed forces and private security.



3M Company  
5.11 Tactical  
Accuracy International of North America  
Action Target  
ACW Co., Inc.  
Adams Arms  
Adams Industries, Inc.  
ADCOR Defense  
ADS, Inc.  
Advanced Training Systems, Inc.  
Adventure Lights Inc.  
AE Light  
Aetco Inc.  
Aimkon Outdoors  
Aimpoint Inc.  
Aker International, Inc.  
Alta Industries  
AmChar Wholesale  
American Defense Mfg.  
American Rifle Company  
American Technologies Network  
Americase  
Ameriglo  
Ammunition Storage Components  
Am-Tac Precision  
Amtec Less-Lethal Systems (ALS)  
Anderson MFG  
Angstadt Arms  
AR500 Armor  
Ares Armor  
Armag Corporation  
ArmaLite  
Armament Technology Inc.  
Armor Express  
ArmorSource LLC  
Ashbury International Group Inc.  
ASP, INC.  
Astra Radio Communications  
ATK  
Autoclear  
B&T (USA)  
B&T Ind. LLC  
B.E. Meyers & Co., Inc.  
Badger Ordnance  
Barrett Firearms Mfg Inc.  
Bates Footwear  
Battle Arms Development Inc.

Battle Comp Enterprises, LLC  
BCB International  
BeckTek LLC dba TekMat  
Benchmade Knife Company Inc.  
The BETA Company  
Bill's Sewing Machine Co.  
Black Widow Armament  
Blackheart International LLC  
Blackinton & Co Inc  
Blue Force Gear Inc.  
BlueWater Ropes/Yates Gear Inc.  
Bobster Eyewear  
Body Specs Safety Sunglasses & Goggles  
Boker USA Inc.  
Boston Leather Inc.  
Breaching Technologies Inc.  
Brite-Strike Technologies Inc.  
Broca Inc.  
Brookwood Companies Inc.  
BROWE, Inc.  
BulletSafe Bulletproof Vests  
Caddin Corporation  
Cadex Inc.  
Caliente LLC  
California Competition Works  
CamelBak Products  
Campco, Inc. — UZI, Humvee, Smith & Wesson  
Cejay Engineering LLC  
Chonwoo Corp.  
Christensen Arms  
CMC Triggers Corp.  
CMMG Inc.  
C-More Systems  
Cockpit USA Inc.  
Code Red Headsets from Easy To Get Wireless  
Columbia River Knife & Tool  
Columbia Southern University  
Combined Systems, Inc.  
Condor Outdoor Products  
Connecticut Spring & Stamping  
CorBon/Glaser  
Counter Assault — Pepper Spray  
Creative Pet Products  
Critical Safety Equipment LLC, CSEgear  
Crossfire Elite Inc.  
Crye Precision LLC

Cygnus Law Enforcement Media  
Damascus Worldwide Inc.  
Daniel Defense Inc.  
Danner Inc., Lacrosse Footwear  
Darley Defense  
Darn Tough Vermont  
DAW Technologies  
Del-Ton Inc.  
DeSantis Holster Company  
Desert Tech  
Devil Dog Arms  
DI Optical USA  
Diamondhead, USA  
Dillon Aero  
DoubleStar/J&T Distributing/Ace Ltd.  
DRIFIRE  
DSM Safety Products LLC  
Du-Lite Corporation  
Dummies Unlimited, Inc.  
DuraCoat Firearm Finishes  
Ear Phone Connection Inc.  
Eastern Technology International Co., Ltd.  
Edge Tactical Eyewear  
Elite Defense  
Elite First Aid Inc.  
Elite Iron LLC  
Elite K-9 Inc.  
Elzetta Design LLC  
Emerson Knives Inc.  
EOTech  
ESEE® Knives  
ESS Eye Pro  
Evike.com  
Exelis Night Vision  
ExtremeBeam  
FAB Defense  
Falcon Industries  
FAMAE  
Faxon Firearms  
FenixLightUS  
First-Light USA  
Flambeau Inc.  
FLIR Systems  
Flitz International Ltd.  
FNH USA LLC  
Fobus Holster  
FOURSEVENS

Fox Outdoor Products  
FoxFury Lighting Solutions  
Franklin Armory  
FrogLube®  
Front Line  
FTS Technologies, Ltd.  
Fujifilm North America  
Galati Gear  
Gallow Technologies  
Geissele Automatics LLC  
Gemtech  
GG&G  
GH Armor Systems  
Golight Inc.  
Gould & Goodrich  
Griffin Armament  
Grizzly Cartridge  
GSS Gear  
Guard Dog Security  
GUNCLEANERS  
Guntec USA  
Gunutz LLC  
Haix North America Inc.  
Hamburger Woolen Co. Inc.  
Hammerhead Industries Inc.  
Harris Publications  
Hazard 4/Civilian Lab LLC  
HDS Systems, Inc.  
Heckler & Koch  
Hendon Media Group  
Hero's Pride  
High Ground Gear  
Hogue, Inc.  
Honeywell  
HT Holsters  
HWI Gear Inc.  
International Cartridge Corporation  
Iosso Products  
ITW Military Products  
Jaguar Imports  
Jesse James Firearms Unlimited  
J-Rok Industries  
JTQ Gear LLC  
Ka-Bar Knives, Inc.

KDH Defense Systems Inc.  
KEL-TEC CNC Ind. Inc.  
KFS Industries Inc.  
KG Industries, LLC  
Kifarfu International  
Kimber Mfg. Inc.  
Kinetic Research Group  
Knight's Mfg. Co.  
KNS Precision Inc.  
KP Industries  
Kriiss USA  
Kroll International LLC  
KRUDO Knives  
Kunming Binger Co. Ltd.  
KWA USA  
L&R Manufacturing Company  
Lancer Systems  
LaRue Tactical  
Laser Shot, Inc.  
Lasermax, Inc.  
Lauer Custom Weaponry  
LawMate America  
Law Officer Magazine  
Lenco Armored Vehicles  
LensLight  
Less Lethal Africa  
Leupold & Stevens, Inc.  
Levy's Leathers Ltd.  
Lewis Machine & Tool  
Line Of Fire  
Lion Gears, Inc.  
LOKSAK Inc.  
London Bridge Trading/LBX Tactical  
Lone Wolf Distributors  
Lou's Police Distributor Inc.  
Lowrance-Navico  
Lowy Enterprises, Inc.  
LRAD Corporation  
LUCID LLC  
Luminox Watch Company  
LWRC  
Mace Security International  
Mack Brothers  
MAG Instrument Inc.

Maglula Ltd.  
 Magnum, USA  
 Magpul Industries Corp.  
 The Mako Group  
 Manta/MantaRails  
 Marssetti, S. de R.L. de C.V.  
 Marz Tactical Gear  
 Maxpedition Hard-Use Gear  
 (Edygear Inc.)  
 McMillan Fiberglass Stocks  
 McNett Corp.  
 McRees's Precision Multi Services  
 ME Technology  
 Mechanix Wear  
 Mega Arms LLC  
 Meggitt Training Systems  
 Meprolight (1990) Ltd.  
 Mercury Luggage Mfg. Co.  
 Mesa Tactical  
 MicroFire Technology Company  
 Micro-Times LLC  
 Midwest Industries Inc.  
 Mike Gibson Mfg.  
 Mile High Shooting Accessories  
 Mil-Tac Knives & Tools  
 Mocean  
 Mod Armory  
 Modular Driven Technologies  
 Moteng NA, LLC  
 Mounting Solutions Plus  
 MTM Special Ops  
 Murdock Webbing  
 Mystery Ranch  
 N82 Tactical Inc.  
 National Defense Industrial  
 Association  
 National Emblem, Inc.  
 National Rifle Association  
 National Tactical Officers Association  
 Nelson Paint Company  
 Newcon Optik  
 NFATCA  
 Night Optics USA, Inc.  
 Night Vision Depot  
 Nightforce Optics  
 Nighthawk Custom & PSI  
 Nightline Inc.  
 Nightstick by Bayco Products, Inc.  
 Nivisys, LLC  
 Northern Lights Tactical  
 Northwest Territorial Mint  
 N-Vision Optics LLC  
 Oakley Standard Issue  
 Oakwood Controls  
 Ohio Ordnance Works Inc.

Olight  
 Omni Explosives  
 Ontario Knife/Queen Cutlery  
 Ops-Core  
 The Original Footwear Company  
 Original S.W.A.T.®  
 Osprey Armament  
 Osprey Defense/Ark Defense  
 Otte Gear  
 Outdoor Research  
 Oversight Shooting Technologies  
 Pacific Tactical Solutions Inc.  
 Pantac USA, Ltd.  
 Patriot3 Inc.  
 PBI Performance Products Inc.  
 Peacekeeper Products International  
 Peak Beam Systems, Inc.  
 Peerless Handcuff Company  
 Pelican Products, Inc.  
 Perfect Fit Shield Wallets  
 Petzl America  
 Phalanx Corp.  
 Phoebus Tactical Flashlights  
 Plano Synergy Holdings  
 POF-USA  
 Point Blank Enterprises  
 Police and Security News  
 POLICE Magazine  
 PoliceOne.com  
 PoliceTrades.com  
 PowerTac Flashlight  
 Powertech/Smith & Wesson Flashlights  
 Precision Firearms  
 Precision Reflex Inc.  
 Primary Weapons Systems  
 Princeton Tec  
 Pro-Defense  
 Proforce Equipment  
 PROPPER INTERNATIONAL  
 Pro-Systems SpA  
 PS Products Inc.  
 Quantico Tactical  
 Quartan USA Inc./Beamshot  
 QuiqLite  
 Radar Leather Division SRL  
 Radians, Inc.  
 Raine Inc.  
 Range Systems  
 RAPDOM Tactical  
 Raven Concealment  
 Real Recoil Inc.  
 Redman Training Gear  
 Renegade Armor  
 Revision Military  
 Rhino Arms

Ridge Footwear  
 Rifles Only Inc.  
 Ring's Mfg  
 Rite In The Rain  
 RM Equipment  
 RMA Armament Inc.  
 Roadside Safety Supply  
 Robinson Armament Co  
 Rock Creek Barrels, Inc.  
 Rock River Arms Inc.  
 Rocky Brands  
 Rothco  
 Royal Arms International Inc.  
 RUAG Ammotec USA, Inc.  
 Rudy Project Eyewear  
 S&S Precision  
 SABRE RED S.E.C.  
 The Safariland Group  
 Safety Harbor Firearms  
 SAGE Ordnance Systems Group  
 Salt River Tactical  
 Samson Mfg. Corp.  
 Sandpiper of California  
 SBR Ammunition  
 SEAL 1, LLC  
 Self Defense Supply Inc.  
 Sellmark Corporation  
 Serbu Firearms Inc.  
 SERT/I-SHOT  
 Shooting Range Industries LLC  
 Shore Power Inc.  
 Silencerco  
 Silynx Communications Inc.  
 Simunition/General Dynamics-QTS  
 Small Arms Review/Small Arms  
 Defense Journal  
 Smart Firearms Training Devices  
 Smith & Warren  
 Smith Optics  
 So Tech  
 SOLKOA Inc.  
 Source Hydration  
 Source One Distributors, Inc.  
 Spartan Blades LLC  
 Springfield Armory  
 Spyderco, Inc.  
 SRM Arms/GSA Direct  
 SRT Supply, Inc.  
 Stag Arms  
 Stanley Vidmar  
 Stark Equipment Corp.  
 Steady Flying Enterprise Co., Ltd.  
 Strategic Systems  
 Streamlight Inc.  
 Streetwise Security Products

StressVest Shocknife Setcan  
 Strider Knives Inc.  
 Strike Industries  
 Strong Leather Co.  
 Sun Devil Manufacturing, LLC  
 Super Seer Corp.  
 SureFire, LLC  
 Survival Armor Inc.  
 SWAT Magazine  
 SWORD International  
 Szco Supplies, Inc.  
 TAC Wear Inc.  
 Tacprogear  
 Tactical Assault Gear  
 Tactical Defense Media  
 Tactical Electronics  
 Tactical Gear Distributors  
 Tactical Innovations Inc.  
 Tactical Night Vision Co.  
 Tactical Rifles  
 Tactical Solutions  
 TacticalTECH1/Rescue Technology  
 TALON Grips  
 Tangent Theta Incorporated  
 Taylor Targets  
 TEA Headsets  
 Team Wendy  
 Tech Valley Technologies, Inc.  
 Tektite Industries/TEKNA  
 Tenery Corporation  
 THERMODYNE CASES  
 Thunder Beast Arms Corporation  
 Tiberius Arms  
 Tifosi Optics Inc.  
 Tony's Customs LLC  
 TOPS KNIVES  
 Torrey Pines Logic Inc.  
 Trajectory Technologies Inc.  
 Trigger Point Technology Inc.  
 Trijicon, Inc.  
 Troy Acoustics Corp.  
 Troy Industries Inc., Firearms Division  
 Truckvault, Inc.  
 TRU-SPEC/ATLANCO  
 TSSI  
 Tuff Products Brand LLC  
 U.S. Armor Corporation  
 U.S. Optics, Inc.  
 Umarex USA  
 Under Armour  
 United Shield International  
 US Night Vision  
 US Peacekeeper  
 US Tactical Supply Inc.  
 Utas Makine Ith ihr San ve Ltd.

UTM/Phoenix RBT Solutions  
 Valdada-IOR Optics  
 Vanquest Gear, Inc.  
 Vega Holster srl  
 Viper Spirit SRL  
 Vltor Weapon Systems  
 Voodoo Tactical  
 Vortex Optics  
 Vyse-Gelatin Innovations  
 War Sport Industries, LLC  
 Warrior  
 Warson Brands  
 Warwick Mills  
 Watershed Drybags  
 Weapon-Clear LLC  
 Weinbrenner/Thorogood Shoes  
 Wilcox Industries Corp.  
 Wiley X, Inc.  
 WL Gore & Associates Inc.  
 WMD Guns LLC  
 Woolpower/Gränsfors  
 Woolrich Inc.  
 Wrentech Industries LLC  
 XGO  
 Yankee Hill Machine Co. Inc.  
 ZAK Tool Inc.  
 Zarc International  
 Zev Technologies, Inc.  
 Zistos Corp.  
 ZShot Inc.

*Exhibit List as of 10/17/14.*



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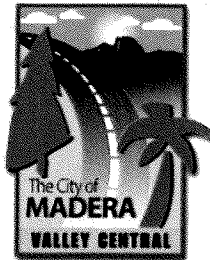


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## REPORT TO CITY COUNCIL

Approved By:  
  
Department Director

Council Meeting of December 16, 2015  
Agenda Item Number B-12

  
City Administrator

**SUBJECT:** CONSIDERATION OF A RESOLUTION APPROVING THE AWARD OF CONTRACT FOR FOURTH STREET MEDIANS LANDSCAPE & IRRIGATION IMPROVEMENTS SUNSET AVENUE TO LAKE STREET CITY OF MADERA PROJECT NO. PK 15-02, IN THE AMOUNT OF \$279,169.45 TO CLEAN CUT LANDSCAPE, AUTHORIZING CONSTRUCTION CONTINGENCIES OF UP TO 10% AND CONSTRUCTION INSPECTION AND MANAGEMENT OF UP TO 10%, AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT ON BEHALF OF THE CITY

CONSIDERATION OF A RESOLUTION APPROVING FUNDING AMENDMENTS TO THE CITY OF MADERA FISCAL YEAR 2015/16 CAPITAL FUND BUDGET FOR THE FOURTH STREET MEDIANS LANDSCAPE & IRRIGATION IMPROVEMENTS SUNSET AVENUE TO LAKE STREET CITY OF MADERA PROJECT NO. PK 15-02, APPROPRIATING REGIONAL SURFACE TRANSPORTATION PROGRAM AND WATER CONSERVATION PROGRAM FUNDS FOR THE CONSTRUCTION CONTRACT, CONTINGENCIES AND CONSTRUCTION INSPECTION/MANAGEMENT

### **RECOMMENDATION:**

1. That the City Council approves a Resolution
  - a. Approving the award of the contract for the Fourth Street Medians Landscape and Irrigation Improvements Sunset Avenue to Lake Street City of Madera Project No. PK 15-02 in the amount of \$279,169.45 to Clean Cut Landscape.
  - b. Authorizing Construction Contingencies of up to 10% as approved by the City Engineer.
  - c. Authorizing Funding of up to 10% for Construction Inspection and Management as approved by the City Engineer.
  - d. Authorizing the Mayor to execute the contract on behalf of the City.
  - e. Approving funding amendments to the City of Madera Fiscal Year 2015/16 Capital Fund Budget for the Fourth Street Medians Landscape & Irrigation Improvements Sunset Avenue to Lake Street City of Madera Project No. PK 15-02

### **Engineering**

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

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

## **SUMMARY:**

The low bid of \$279,169.45 is approximately 10.9 percent above the Engineer's Cost Estimate. The low bidder meets all the requirements necessary to be awarded the construction contract. With approval of the proposed budget amendment, there will be available funding for awarding the construction contract, contingencies and construction management/inspection for the project.

## **DISCUSSION:**

The project consists of landscaping 9 median islands and an out lot created by the recently completed Fourth Street construction project that widened Fourth Street and the existing bridge over State Route 99 to ultimate widths. The islands are located between Sunset Avenue and Lake Street.

At the November 5, 2014 Council Meeting, Council directed City's Parks and Community Services Department to proceed with two pilot projects. The first pilot project is scheduled at the location listed above along Fourth Street with the other project being the median islands adjacent to Freedom Industrial Park at Pine and Pecan Avenues. The purpose of the pilot projects is to landscape these median islands with drought tolerant landscape (xeriscape) and improved irrigation technologies. Staff proposed the idea as part of a wider cultural shift which includes design and planning of landscaped areas that reduces the need for water. Staff proposed that these medians be designed and constructed and compared to historical median projects. Of specific interest are comparative design and construction costs, annual water savings (in a typical year) and reduced costs for maintenance. The plans for the Fourth Street medians were redesigned to: achieve water saving and reduce ongoing maintenance costs while still providing an aesthetically pleasing amenity.

The island improvements will include construction of decorative curbing within the ground cover and/or landscaped areas, red brick borders along the median curb, installation of irrigation controllers with electrical and/or solar power, water service installations, application of soil amendments, and planting of shrubs and trees. A ninety-day establishment and maintenance period will also be provided.

Funding in the 2015/16 Budget for this project was carried over from the 2014/15 Budget from cost savings from the two Fourth Street construction project. These funds in the amount of \$185,000, available from Regional Surface Transportation Program (RSTP) Funds did not represent an expectation that the project cost would conform to the amount available though it was hoped the project costs would be similar to the typical median landscaping used for previous projects.

The construction plans using Xeriscape design methods were submitted to City staff in March 2015. The project was put on "HOLD" due to the water conservation efforts and summer construction of landscaping projects is not recommended. City staff activated the project in September 2015 and completed the final plans, specifications and cost estimate. The cost estimate prepared by the Landscape Architect and City staff was \$251,000. Given the dual goals of this project, to complete the Fourth Street Road construction projects and to determine the actual cost of Xeriscape landscaping as compared to previous landscape standards, staff chose to complete the bidding process.

The additional funds in the amount of \$152,000 needed for this project are available in the RSTP Fund and the Water Utility Fund: Water Conservation Program as shown in Exhibit AA to the appropriations resolution. Use of the Water Conservation Fund is considered applicable to this project as it represents the City's test of drought tolerant landscaping and its ability to conserve water as described below.

It is the Landscape Architect's opinion that the higher bids are due to the local contractor's lack of experience with this type of design. It is staff's recommendation that the project be awarded to Clean Cut Landscape, the lowest responsive bidder.

Projected water savings are as follows:

Parks staff has estimated that the Fourth Street median islands would have required approximately 201,600 gallons of irrigation water per year if historical landscape design models would have been used. With the proposed pilot project design, however, staff estimates annual consumption of water to be approximately 47,040 gallons per year. This represents a projected annual savings of 154,560 gallons per year, or a 76.67% reduction in water use.

When recommending this pilot program to Council last year, Parks staff anticipated that the minimalistic xeriscape design (complete with more hardscape), improved irrigation and reduced use of water would also result in on-going maintenance savings. Staff conferred with two different landscape agencies and determined that maintenance costs will indeed be less with the pilot project design. Maintenance in the historical design would cost approximately 12 cents per square foot compared to 5 – 7 cents per square foot for the new design. As there is a total of 14,000 square feet to maintain, annual savings are anticipated to be about \$8,400 – \$11,760.

**SITUATION:**

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

On November 18, 2015, the City received the five bids listed below:

<u>BIDDER'S NAME</u>	<u>BID SCHEDULE A CITY ROADWAY</u>
1. Clean Cut Landscape – Clovis, Ca.	\$279,169.45
2. Marina Landscape – Anaheim, Ca.	\$305,764.20
3. Avison Construction – Madera, Ca	\$321,491.00
4. F. Loduca Co. – Stockton, Ca.	\$347,950.00
5. Elite Landscape. – Clovis, Ca.	\$367,113.80
Engineers Opinion of Cost	\$251,727.35

All bids were checked for accuracy of the bid extensions, and required bid documents were checked for compliance with requirements of the specifications. The validity of contracting licenses and bid security were also checked. It has been determined that Clean Cut Landscape has submitted the lowest responsive and responsible bid that meets all the contract requirements.

### **FINANCIAL IMPACT:**

Funding for project construction was programmed in the City's FY 2015/16 Budget with Regional Transportation Program Exchange Funds: 41300, Department: 342, Account No. 5380-5113, \$139,000 and from Account No. 5380-5082 in the amount of \$42,245 and with the additional funding from the Water Utility Fund: Fund 20300, Water Conservation Program, Account No. 2995-3038 in the amount of \$100,000. The budget adjustments are described in Exhibit AA attached to the resolution for the Appropriations Adjustments to the City of Madera Fiscal Year 2015/16 Budget.

Construction of the project will not have a financial impact on the City's General Fund. The ongoing maintenance of the newly constructed median islands is projected to represent savings to the General Fund.

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

**Strategy 126.0** – This project supports the strategy to create clean and attractive streets that are safe and aesthetically pleasing.

**Strategy 434.2** – Encourage water conservation that develops and utilizes landscape and irrigation standards such as xeriscape.

**RESOLUTION NO. 15-\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING THE AWARD OF CONTRACT FOR FOURTH STREET MEDIANS LANDSCAPE & IRRIGATION IMPROVEMENTS, SUNSET AVENUE TO LAKE STREET CITY OF MADERA PROJECT NO. PK 15-02 IN THE AMOUNT OF \$279,169.45 TO CLEAN CUT LANDSCAPE, AUTHORIZING CONSTRUCTION CONTINGENCIES OF UP TO 10%, CONSTRUCTION INSPECTION AND MANAGEMENT OF UP TO 10%, AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT ON BEHALF OF THE CITY**

**WHEREAS**, The City of Madera Engineering Division advertised a solicitation for bids for the Fourth Street Medians Landscape and Irrigation Improvements, Sunset Avenue to Lake Street City of Madera Project No. PK 15-02, and

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

**WHEREAS**, Funding for project construction is programmed in the City's FY 2015/16 Budget, and

**WHEREAS**, On May 16, 2011, a Categorical Exemption was approved for the project under California Environmental Quality Act (CEQA). The project will not have a significant effect on the environment.

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

1. The above recitals are true and correct.
2. The City Council has reviewed and considered all of the information presented including the report to the City Council from the Engineering Division.
3. The City finds that Clean Cut Landscape is the lowest responsible and responsive bidder.
4. The contract for the Fourth Street Medians Landscape and Irrigation Improvements, Sunset Avenue to Lake Street City of Madera Project No. PK 15-02, a copy of which is on file in the office of the City Clerk and which is referred to for more particulars, is hereby approved.
5. Construction contingencies of up to 10% of the contract amount are hereby authorized.
6. Construction Inspection and Management of up to 10% of the contract amount as approved by the City Engineer are hereby authorized.
7. The Mayor is authorized to execute the contract on behalf of the City.
8. This Resolution is effective immediately upon adoption.

\* \* \* \* \*



**RESOLUTION NO. 15-\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA  
AUTHORIZING AMENDMENTS TO THE CAPITAL FUND BUDGET APPROPRIATING  
REGIONAL SURFACE TRANSPORTATION PROGRAM AND WATER CONSERVATION  
PROGRAM FUNDS FOR THE CONSTRUCTION CONTRACT, CONSTRUCTION  
CONTINGENCIES AND CONSTRUCTION INSPECTION AND MANAGEMENT**

**WHEREAS**, the Fourth Street Medians Landscape and Irrigation Improvements, Sunset Avenue to Lake Street City of Madera Project No. PK 15-02 is included in the FY 2015/16 Budget for Capital Projects; and

**WHEREAS**, the City of Madera has authorized the bidding of the Fourth Street Medians Landscape and Irrigation Improvements Sunset Avenue to Lake Street City of Madera Project No. PK 15-02; and

**WHEREAS**, the FY 2015/16 Budget Capital Project funding appropriation shall be adjusted according to the attached Exhibit AA; and

**WHEREAS**, amendments to the Capital Fund Budget Fund in addition to that already available are necessary for the construction of improvements included in the Fourth Street Medians Landscape and Irrigation Improvements, Sunset Avenue to Lake Street City of Madera Project No. PK 15-02.

**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 budget of the Capital Fund Budget appropriating Regional Surface Transportation Program and Water Conservation Program Funds is hereby amended in accordance with Exhibit AA, which is incorporated by reference herein.
3. The City Clerk is authorized and directed to forward a certified copy of the resolution to the Director of Finance who is authorized to take such action as necessary to implement the terms of this resolution.
4. This resolution is effective immediately upon adoption.

\* \* \* \* \*

**EXHIBIT AA**  
**CITY OF MADERA**  
**Appropriation Adjustment Fiscal Year 2015/16**  
**4th St. Medians, R-56**

FUND	ACCOUNT NUMBER	DESCRIPTION	FY2015-16 BUDGET	
			(-)	(+)
41300		<b><u>DEPT. 332: RSTP - FEDERAL EXCHANGE</u></b>		
	5380-5082	4th St. Widening, K St to UPRR, R-4	39,000.00	
	5380-5113	4th St. Medians, R-56		39,000.00
20300		<b><u>WATER UTILITY FUND</u></b>		
	2995-3038	Water Conservation Program	100,000.00	
	2905-5113	4th St. Medians, R-56		100,000.00
41300		<b><u>DEPT. 332: RSTP - FEDERAL EXCHANGE</u></b>		
	5248-9810	RSTP Fund Balance	52,000.00	
	5380-5113	4th St. Medians, R-56		52000.00
<b>FUND TOTALS</b>			<b>191,000.00</b>	<b>191,000.00</b>

## AGREEMENT

**THIS AGREEMENT**, made this 16<sup>th</sup> day of December, 2015, between the City of Madera, hereinafter called "**OWNER**", and Clean Cut Landscape, doing business as (an individual), or (a partnership), or (a corporation), hereinafter called "**CONTRACTOR**".

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

1. The **CONTRACTOR** shall commence and complete all **WORK** required for the "**FOURTH STREET MEDIANS LANDSCAPE & IRRIGATION IMPROVEMENTS SUNSET AVE. TO LAKE ST. CITY PROJECT NO. PK 15-02**"
2. The **CONTRACTOR** shall furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the **WORK** described herein.
3. The **CONTRACTOR** shall commence the **WORK** required by the **CONTRACT DOCUMENTS** within 10 calendar days after the date of the **NOTICE TO PROCEED** and will complete the same within the time period set forth in the **CONTRACT DOCUMENTS**. The **CONTRACTOR** shall submit a Payment Bond and Performance Bond in the amount of \$279,169.45 each and Insurance Certificates as specified in the **CONTRACT DOCUMENTS** prior to commencing any **WORK**.
4. The **CONTRACTOR** agrees to perform all of the **WORK** described in the **DOCUMENTS** for the unit and lump sum prices set forth in the Bid Schedule.
5. The term "**CONTRACT DOCUMENTS**" means and includes the following:
  - A) Advertisement for Bids
  - (B) Information for Bidders
  - (C) Bid Proposal
  - (D) Bid Bond
  - (E) Agreement
  - (F) Payment Bond
  - (G) Performance Bond
  - (H) Insurance Requirements for Contractors
  - (I) General Conditions
  - (J) Special Conditions
  - (K) State Standard Plans and Specifications ISSUE MAY 2010
  - (L) PLANS and SPECIFICATIONS prepared or issued by CITY OF MADERA, entitled "**FOURTH STREET MEDIANS LANDSCAPE & IRRIGATION IMPROVEMENTS SUNSET AVE. TO LAKE ST. CITY PROJECT NO. PK 15-02**" dated September 2015. Project Plans prepared or issued by the City of Madera Engineering Department, Explanation of Bid Items, Technical Specifications, City of Madera Standard Specifications and Drawings  
Addenda Nos. 1, dated 10/16/15  
Addenda Nos. 2, dated 11/12/15  
Addenda Nos. \_\_\_\_\_, dated \_\_\_\_\_
6. In the event the **CONTRACTOR** does not complete the **WORK** within the time limit specified herein or within such further time as authorized, the **CONTRACTOR** shall pay to the **OWNER** liquidated damages in the amount of **Four Hundred Dollars (\$400.00)** per day for each and every calendar day delay in finishing the **WORK** beyond the completion date so specified.

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

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

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

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

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

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

11. The **CONTRACTOR** shall comply with Part 7, Chapter I, Article 2, Section 1775 of the Labor Code of the State of California. The **CONTRACTOR** shall, as a penalty to the **OWNER**, forfeit fifty dollars (\$50.00) for each calendar day, or portion thereof, for each workman paid less than the prevailing rates for such work or craft in which such workman is employed for any public work done under the Contract by him or by any **SUBCONTRACTOR** under him. The difference between such prevailing wage rates and the amount paid to each workman for each calendar day or portion thereof for which each workman was paid less than a prevailing wage rate, shall be paid to each workman by the **CONTRACTOR**.

12. The **CONTRACTOR** shall comply with Part 7, Chapter I, Article 2, Section 1776 of the Labor Code of the State of California. The **CONTRACTOR** shall keep and require that all **SUBCONTRACTORS** keep accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the

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

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

Section 1777.5 provides, in part, as follows:

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

Apprenticeable craft or trade, as used in this section, shall mean a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the Apprenticeship Council. The joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting a **CONTRACTOR** from the 1 to 5 ratio set forth in this section when it finds that any one of the following conditions is met:

- (a) In the event unemployment for the previous three month period in such area exceeds an average of 15 percent, or
- (b) In the event the number of apprentices in training in such area exceeds a ratio of 1 to 5, or
- (c) If there is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either (1) on a statewide basis, or (2) on a local basis, or
- (d) If assignment of an apprentice to any work performed under a public works contract would create a condition which should jeopardize his life or the life, safety, or property of

fellow employees, or the public at large or if the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

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

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

14. Pursuant to California Labor Code Section 1813, eight hours in any one calendar day and forty (40) hours in any calendar week shall be the maximum hours any workman is required or permitted to work, except in cases of extraordinary emergency caused by fires, flood, or danger to life and property. The **CONTRACTOR** doing the work, or his duly authorized agent, shall file with **OWNER** a report, verified by his oath, setting forth the nature of the said emergency, which report shall contain the name of said worker and the hours worked by him on the said day, and the **CONTRACTOR** and each **SUBCONTRACTOR** shall also keep an accurate record showing the names and actual hours worked of all workers employed by him in connection with the work contemplated by this Agreement, which record shall be open at all reasonable hours to the inspection of the **OWNER**, or its officer or agents and to the Chief of all Division of Labor Statistics and Law Enforcement of the Department of Industrial Relations, his deputies or agents; and it is hereby further agreed that said **CONTRACTOR** shall forfeit as a penalty to the **OWNER** the sum of Twenty-Five Dollars (\$25.00) for each laborer, workman or any **SUBCONTRACTOR** under him for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight (8) hours in violation of this stipulation.

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

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

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

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

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

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

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

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

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

Insurance policies shall name the City of Madera as additional insured. The insurance provider shall furnish Owner with ISO form CG 20 10 10 01 and form CG 20 37 10 01 endorsement forms or equivalent.

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

18. Amendments- Any changes to this Agreement requested by either City or **Clean Cut Landscape** may only be effected if mutually agreed upon in writing by duly authorized representatives of the parties hereto. This Agreement shall not be modified or amended or any rights of a party to it waived except by such writing.

19. Termination.

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

B. City may immediately suspend or terminate this Agreement in whole or in part by written

notice where, if in the determination of City, there is:

1. An illegal use of funds by Clean Cut Landscape;
2. A failure by Clean Cut Landscape to comply with any material term of this Agreement;
3. A substantially incorrect or incomplete report submitted by Clean Cut Landscape to City.

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

Notice of termination shall be mailed to the Agency:

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

To the Contractor Clean Cut Landscape

Notices. All notices and communications from the Clean Cut Landscape shall be to City's designated Project Manager or Principal-In-Charge. Verbal communications shall be confirmed in writing. All written notices shall be provided and addressed as

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

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

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

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

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

#### 24. Contractor's Legal Authority

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

25. Remedies for Default. Failure by a party to perform any term, condition or covenant



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

26. Sole Agreement- This instrument constitutes the sole and only Agreement between City and Clean Cut Landscape in connection to the Project and correctly sets forth the obligations of City and Clean Cut Landscape to each other as of its date. Any Agreements or representations in connection with the Project, not expressly set forth in this instrument are null and void.

27. Assignment-Neither the Clean Cut Landscape nor City will assign its interest in this Agreement without the written consent of the other.

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

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

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

**City of Madera**  
Herein Called OWNER

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

APPROVE AS TO FORM:

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

ATTEST:

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

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

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

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

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

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

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

## Acknowledgment

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

State of California )

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

On \_\_\_\_\_, 2015 \_\_\_\_\_ before me, \_\_\_\_\_  
(insert name and title of officer)

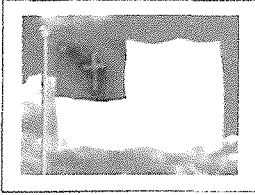
personally appeared \_\_\_\_\_, who  
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)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

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

WITNESS my hand and official seal.

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

**Return to Agenda**



**The Community Action Response Team Network International Inc.**

117 West 1<sup>st</sup> street

Madera California 93637

Ph. 1-559-661-9115 FAX Ph.1-559-363-8787



SEIN # 3196096 FEIN# 46-3810894 DUNS# 079532616 Cage Code 7DM28

**To: The City Of Madera City Council**

**From: The Community Action Response Team Network International Inc.**

**Dear Sonya Alvarez,** We are requesting to be placed on the first available meeting date in December.

To provide information ,to the city council of our intent.

**Request for City approval of HUD HASH HOMELESS HOUSING / Program Fall round application 2015**

**Item (1)** Request for permission to open a facility for Homeless veterans as an intake facility.

Within the City limits of Madera. Utilizing a portion of the grant funds we have applied for.

Through The Housing Community Development Department HUD VASH 2015 Fall round of funding.

**Item (2)** Request for consideration to waive fee's for our application due to our non profit status.

And the lack of resources until such time as we are funded.

**Item (3)** request for a letter affirming the same with, The Housing Community Development of the State of California program approving the intake facility. Which we will need prior to the 20<sup>th</sup> of December 2015 if approved.

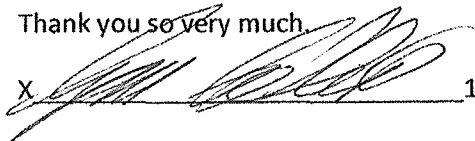
**Item (4)** This would directly be for homeless veterans living within the city, county of Madera.

**Item (5)** This also would provide jobs within the city county at an alternate site as a means of employment.

**Item (6)** We would like to create a community garden for the community ran and operated by veterans within this area.

**Item (7)** We would like the use of city owned property that we could retain for 1.00 for the aforementioned purpose either a large home or commercial space which could be utilized for this purpose.

Thank you so very much.

X  11/20/2015

Lynn Collins

President Administrator of Program and Services

X Jay D. Yount 11/20/2015

Mr. Jay D. Yount

Administrative Director of Veterans Programs and Services.

RECEIVED

City of Madera City Clerk

By: D. Alvarez

Date: 12/1/15

C: City Administrator

City Attorney

Comm. Dev. Dir.

Grant Administrator

Finance Director

Parks Director

Chief Building Official

Planning Manager

**Return to Agenda**

**Sonia Alvarez**

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**From:** Madera Coalition <maderaccj@yahoo.com>  
**Sent:** Thursday, December 03, 2015 9:46 AM  
**To:** Sonia Alvarez  
**Subject:** City Council agenda - Dec. 16

Ms. Alvarez,

Hello, we spoke on the phone last month about getting on the agenda for the December 16 City Council meeting. Here is more information:

The Madera Coalition for Community Justice is a community-based non-profit whom advocates on behalf of communities in Madera County. Our youth group, Madera Youth Leaders (MYL) are currently working on various environmental projects and would like to give a report on some of the work they have done. Issues they are working on include the topics of urban sprawl and smart growth, transportation, and water usage in the valley.

Please let me know if you need more info or have any questions. Thank you!

Sincerely, Mark Colley

Outreach Coordinator

Madera Coalition for Community Justice

126 N. B St., Madera, CA 93638

(559) 661-1879

RECEIVED

City of Madera City Clerk

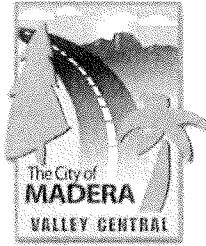
By: *D. Alvarez*

Date: *12/3/15*

C: *City Administrator*

*City Attorney*

*Comm. Dev. Dir.*



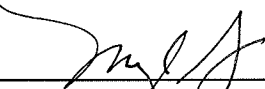
**Return to Agenda**

## REPORT TO CITY COUNCIL

COUNCIL MEETING OF December 16, 2015  
AGENDA ITEM NUMBER D-3



PREPARED BY: Mark Etheridge, Business Manager  
Parks and Community Services



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



APPROVED BY: David Tooley, City Administrator

**SUBJECT:**      **CONSIDERATION OF A RESOLUTION APPROVING A REQUEST FROM MADERA COUNTY CLERK – RECORDER AND REGISTRAR OF VOTERS FOR WAIVER OF RENTAL FEES FOR CITY FACILITIES TO BE USED AS POLLING PLACES FOR THE 2016 PRESIDENTIAL PRIMARY AND PRESIDENTIAL GENERAL ELECTIONS**

**RECOMMENDATION:**

Staff recommends Council adopt the resolution waiving rental fees for Frank Bergon Senior Center, Pan Am Community Center and Millview Community Center for use of the facilities as polling places for the 2016 Presidential Primary and Presidential General Elections.

**SUMMARY AND DISCUSSION:**

To facilitate the 2016 Presidential Election process, the Madera County Clerk – Recorder and Registrar of Voters has sent the City a written communication (attached) requesting the use of City owned facilities (Frank Bergon Senior Center, Pan Am Community Center and Millview Community Center) for use as polling places during the Primary Election to be held on Tuesday, June 7, 2016 and during the General Election to be held on Tuesday, November 8, 2016. Although the County offers a payment (\$30 flat rate or \$20 per precinct), the City

has historically allowed the use of the facilities for election related purposes at no charge. Bergon, Pan Am and Millview Centers have the amenities such as accessibility, public restrooms and a large assembly area that make them ideal for polling stations and the centers are conveniently located within the precincts they serve. With the exception of Frank Bergon Senior Center, normal programmatic offerings are not displaced by the Elections Office use. The staff at Bergon still offers its clients the services typically available on a weekday, but segregates operations to one side of the building in order to accommodate the polling station.

**FINANCIAL IMPACT:**

With the exception of cost of staff time (estimated at less than \$100) required to open the buildings early for the 6:00 am start of voting, the recommended action has no affect on the General Fund other than “opportunity cost”. The City loses the opportunity to rent the facilities to other potential clients during the two days of election activity. In reality, the great majority of rentals at the three facilities occur during the weekend and the likelihood of the election activity displacing a potential renter is very small. If the facilities were rented during the times the County is requesting the fees in accordance with the Council approved Master Fee Schedule are as follows:

Pan Am Community Center Gym	\$625
Millview Community Center Gym	\$275

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

The recommended action is consistent with the following Vision Strategies:

- Strategy 111** Local Agencies share vision: Promote greater alignment of local government agencies under a shared community vision.
  
- Strategy 113** Promote greater accessibility to City facilities and services to meet the needs of various cultural, socio-economic and disabled groups.



**RESOLUTION NO. 15-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,  
CALIFORNIA APPROVING A REQUEST FROM MADERA COUNTY CLERK –  
RECORDER AND REGISTRAR OF VOTERS FOR WAIVER OF RENTAL FEES  
FOR CITY FACILITIES TO BE USED AS POLLING PLACES FOR THE 2016  
PRESIDENTIAL PRIMARY AND PRESIDENTIAL GENERAL ELECTIONS**

**WHEREAS**, the City Council has established a Master Fee Schedule that includes the cost to the public and other agencies for renting City-owned Facilities; and

**WHEREAS**, the City Council can by majority vote allow exceptions to the rental costs delineated in the Master Fee Schedule; and

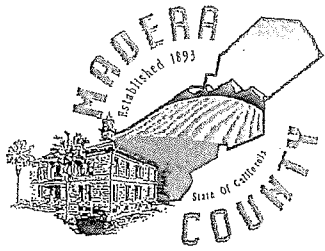
**WHEREAS**, the City has received a written communication from the Madera County Clerk – Recorder and Registrar of Voters requesting the waiver of fees on particular dates for the rental of the Frank Bergon Senior Center, the Pan Am Community Center and the Millview Community Center; and

**WHEREAS**, the proposed use of the Centers as polling stations to facilitate voter access during the 2016 Presidential Primary and General Elections performs a substantial public benefit.

**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 waiver of fees for the rental of Frank Bergon Senior Center, Pan Am Community Center and Millview Community Center to the County of Madera for use as election polling stations on June 7, 2016 and November 8, 2016 is approved.
3. This resolution is effective immediately upon adoption.

\* \* \* \* \*



County Clerk - Recorder  
and Registrar of Voters

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

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

Rebecca Martinez, County Clerk-Recorder & Registrar of Voters

RECEIVED OCT 14 2015

October 1, 2015

To Whom It May Concern:

In 2016, Madera County will conduct two important elections. The Presidential Primary Election will be held on Tuesday, June 7, 2016 and the Presidential General Election will be held on Tuesday, November 8, 2016. We would like to request the use of your facility as a polling place for both elections. The attached questionnaire provides the dates of use and requests information about your facility.

The use of your facility on Election Day would commence at 6:00 a.m. and would end at approximately 9:00 p.m. If your facility is available for our use, please complete all sections of the questionnaire. If your facility is not available, please mark the appropriate box on the form and return it to us in the envelope provided.

If your facility requires a rental fee, the following reflects the County's payment schedule:

- Facility with 1 precinct \$30.00 flat rate
- Facility with 2 or more precincts \$20.00 per precinct

If your facility will waive the rental fee, please so indicate on the questionnaire in the space provided.

Please complete and return the enclosed questionnaire within 10 days. Should your facility be available for our use, please make a notation on your calendar accordingly. As a reminder, I will send you a letter of confirmation approximately 30 days before each election, along with evidence of insurance coverage.

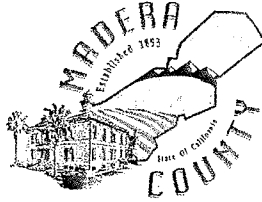
Please accept my thanks for your consideration of this request.

Sincerely,

STEPHANIE SIBLEY  
Elections Division Manager

enclosure

Madera County Clerk-Recorder & Registrar of Voters  
Polling Place Questionnaire



RECEIVED OCT 14 2015

Is your Facility AVAILABLE FOR USE on June 7, 2016  Yes  No

Is your Facility AVAILABLE FOR USE on November 8, 2016  Yes  No

**POLLING PLACE LOCATION INFORMATION**

NAME OF FACILITY/POLLING PLACE	Frank Berzon Center
ROOM WHERE VOTING TAKES PLACE (Once assigned, may not be changed)	Game Room
PHYSICAL STREET ADDRESS	238 South D St, Madera 93638
MAILING ADDRESS (if different)	701 E. 5th St, Madera 93638
TELEPHONE NUMBER	(559) 661-5495
OWNER/PAYEE	City of Madera
MAILING ADDRESS OF OWNER/PAYEE	701 E. 5th St, Madera, 93638

**CONTACT INFORMATION**

NAME OF <b>MAIN CONTACT</b> PERSON (to arrange for entry to facility, etc)	Marilyn Hall-Zunino
TELEPHONE NUMBER	(559) 662-4982
CELL PHONE NUMBER	-
EMERGENCY PHONE NUMBER	-

For office use only.

**PRECINCTS ASSIGNED TO THIS LOCATION**

1. 4908	2.	3.	4.	5.	6.	7.	8.
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## ELECTION DAY CONTACT INFORMATION

NAME OF 2 <b>EMERGENCY</b> CONTACT PERSONS FOR ELECTION DAY (must be available by phone between the hours of 6am to 9pm)	1. <u>Nicki Rincon</u> 2. <u>-</u>
TELEPHONE & CELL PHONE NUMBER	1. <u>661-5478</u>
TELEPHONE & CELL PHONE NUMBER	2. <u>-</u>

## FACILITY INFORMATION

Is the facility <b>ACCESSIBLE</b> to <b>VOTERS WITH DISABILITIES</b> ?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Are parking spaces available and designated for <b>DISABLED PERSONS</b> ?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Does the room have adequate lighting?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Does the room have auxiliary lighting in the event of power outage?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Does the room where voting takes place, have a phone? If yes, what is the number?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No _____
Is the phone available after 5pm?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Are there tables available for our use? If yes, how many? <u>How many do you need?</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No # _____ tables
Are there chairs available for our use? If yes, how many? <u>How many do you need?</u> If yes, please describe. Chairs w/Arms _____ Chairs w/wheels _____ Folding Chairs _____	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No # _____ chairs
Is a key required for entry?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If no key is required, will someone be available to open the facility by 6am? Name and phone number: _____	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Rental Fee - Number of Precincts Assigned shown on front page \$30 (Flat Rate to Locations with only 1 precinct assigned) \$20 (Rate per precinct to Locations with more than 1 precinct assigned)	<input type="checkbox"/> Rental Fee \$ _____ <input checked="" type="checkbox"/> Waived

Margen Halicz  
SIGNATURE OF PERSON COMPLETING FORM

10/14/15  
DATE

Remarks/Special Instructions/Requests:

Please let me know how many tables & chairs you need. Also, provide a diagram of how you would them set up. Mhz

Madera County Clerk-Recorder & Registrar of Voters  
Polling Place Questionnaire



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Is your Facility AVAILABLE FOR USE on

June 7, 2016

Yes  No

Is your Facility AVAILABLE FOR USE on

November 8, 2016

Yes  No

POLLING PLACE LOCATION INFORMATION

NAME OF FACILITY/POLLING PLACE	Millview Community Center
ROOM WHERE VOTING TAKES PLACE (Once assigned, may not be changed)	Gymnasium
PHYSICAL STREET ADDRESS	1901 Clinton, Madera 93638
MAILING ADDRESS (if different)	701 E. 5th St., Madera 93638
TELEPHONE NUMBER	(559) 661-5495
OWNER/PAYEE	City of Madera
MAILING ADDRESS OF OWNER/PAYEE	701 E. 5th St., Madera 93638

CONTACT INFORMATION

NAME OF <b>MAIN CONTACT</b> PERSON (to arrange for entry to facility, etc)	Marilyn Hall-Zunino
TELEPHONE NUMBER	559) 662-4982
CELL PHONE NUMBER	—
EMERGENCY PHONE NUMBER	—

For office use only.

PRECINCTS ASSIGNED TO THIS LOCATION

1. 1309	2. 1310	3.	4.	5.	6.	7.	8.
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## ELECTION DAY CONTACT INFORMATION

NAME OF 2 <b>EMERGENCY</b> CONTACT PERSONS FOR ELECTION DAY <small>(must be available by phone between the hours of 6am to 9pm)</small>	1. <u>Nicki Rincon</u> 2. <u>-</u>
TELEPHONE & CELL PHONE NUMBER	1. <u>559) 661-5478</u>
TELEPHONE & CELL PHONE NUMBER	2. <u>-</u>

## FACILITY INFORMATION

Is the facility <b>ACCESSIBLE</b> to <b>VOTERS WITH DISABILITIES</b> ?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Are parking spaces available and designated for <b>DISABLED PERSONS</b> ?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Does the room have adequate lighting?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Does the room have auxiliary lighting in the event of power outage?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Does the room where voting takes place, have a phone? If yes, what is the number?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Is the phone available after 5pm?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Are there tables available for our use? If yes, how many?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No # <u>6</u> tables
Are there chairs available for our use? If yes, how many? If yes, please describe. Chairs w/Arms _____ Chairs w/wheels _____ Folding Chairs _____	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No # <u>6</u> chairs
Is a key required for entry?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If no key is required, will someone be available to open the facility by 6am? Name and phone number: _____	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Rental Fee - Number of Precincts Assigned shown on front page  \$30 (Flat Rate to Locations with only 1 precinct assigned) \$20 (Rate per precinct to Locations with more than 1 precinct assigned)	<input type="checkbox"/> Rental Fee \$ _____ <input checked="" type="checkbox"/> Waived

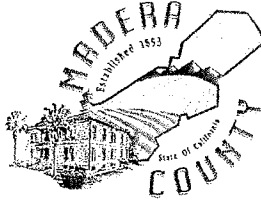
Maylin Hall  
SIGNATURE OF PERSON COMPLETING FORM

10/14/15  
DATE

Remarks/Special Instructions/Requests:

you will need to provide your own tables & chairs at this location.

Madera County Clerk-Recorder & Registrar of Voters  
Polling Place Questionnaire



RECEIVED OCT 14 2015

Is your Facility AVAILABLE FOR USE on

June 7, 2016

Yes  No

Is your Facility AVAILABLE FOR USE on

November 8, 2016

Yes  No

POLLING PLACE LOCATION INFORMATION

NAME OF FACILITY/POLLING PLACE	<i>Pan Am Community Center</i>
ROOM WHERE VOTING TAKES PLACE (Once assigned, may not be changed)	<i>Gymnasium</i>
PHYSICAL STREET ADDRESS	<i>703 E. Sherwood Way, Madera 93638</i>
MAILING ADDRESS (if different)	<i>701 E. 5th St, Madera, CA 93638</i>
TELEPHONE NUMBER	<i>(559) 661-5495</i>
OWNER/PAYEE	<i>City of Madera</i>
MAILING ADDRESS OF OWNER/PAYEE	<i>701 E. 5th St, Madera 93638</i>

CONTACT INFORMATION

NAME OF <b>MAIN CONTACT</b> PERSON (to arrange for entry to facility, etc)	<i>Marilyn Hall-Zunino</i>
TELEPHONE NUMBER	<i>(559) 662-4982</i>
CELL PHONE NUMBER	<i>-</i>
EMERGENCY PHONE NUMBER	<i>-</i>

For office use only.

PRECINCTS ASSIGNED TO THIS LOCATION

1. <i>1316</i>	2. <i>4205</i>	3.	4.	5.	6.	7.	8.
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## ELECTION DAY CONTACT INFORMATION

NAME OF 2 <b>EMERGENCY</b> CONTACT PERSONS FOR ELECTION DAY <small>(must be available by phone between the hours of 6am to 9pm)</small>	1. <u>Nicky Rincon</u> 2. <u>—</u>
TELEPHONE & CELL PHONE NUMBER	1. <u>559) 661-5478</u>
TELEPHONE & CELL PHONE NUMBER	2. <u>—</u>

## FACILITY INFORMATION

Is the facility <b>ACCESSIBLE</b> to <b>VOTERS WITH DISABILITIES</b> ?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Are parking spaces available and designated for <b>DISABLED PERSONS</b> ?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Does the room have adequate lighting?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Does the room have auxiliary lighting in the event of power outage?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Does the room where voting takes place, have a phone? If yes, what is the number?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <hr/>
Is the phone available after 5pm?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Are there tables available for our use? <i>how many do you need?</i> If yes, how many?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No # _____ tables
Are there chairs available for our use? <i>how many do you need?</i> If yes, how many? If yes, please describe. Chairs w/Arms _____ Chairs w/wheels _____ Folding Chairs _____	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No # _____ chairs
Is a key required for entry?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If no key is required, will someone be available to open the facility by 6am? Name and phone number: _____	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Rental Fee - Number of Precincts Assigned shown on front page  \$30 (Flat Rate to Locations with only 1 precinct assigned) \$20 (Rate per precinct to Locations with more than 1 precinct assigned)	<input type="checkbox"/> Rental Fee \$ _____ <input checked="" type="checkbox"/> Waived

Marilyn Hall  
SIGNATURE OF PERSON COMPLETING FORM

10/14/15  
DATE

Remarks/Special Instructions/Requests:  
*please let me know how many tables & chairs are needed. Also provide a diagram of how you would like them set up. mth*



## REPORT TO CITY COUNCIL

MEETING DATE: December 16, 2015

AGENDA ITEM NUMBER: E-1

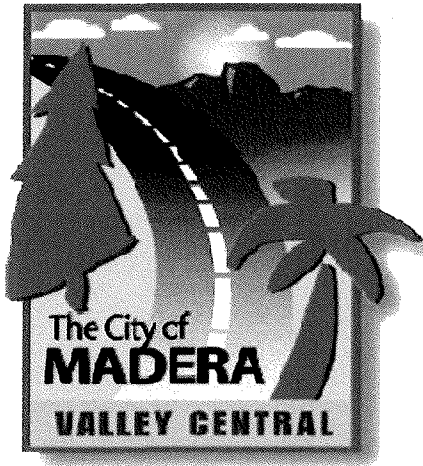
Approved By:



PUBLIC WORKS DIRECTOR



CITY ADMINISTRATOR



**SUBJECT:**

Weekly Water Conservation Reports

**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 attached weekly report for November 30<sup>th</sup> – December 6<sup>th</sup> is being presented to the Council in order to keep everyone informed of ongoing efforts and resulting reductions in residential consumption. The report for the following week will be distributed via email. The information is intended to illustrate:

- Week's reduction of water consumption in comparison to the same week in 2013
- Cumulative progress, starting from June 1<sup>st</sup>, in meeting the States 28% reduction mandate
- Comparison of current temperatures and precipitation to conditions in 2013
- Description of public informational activities
- Summary of public service requests related to water
- Summary of water restriction enforcement activities
- Chart of day by day comparisons of 2015, and target consumption data

**FINANCIAL IMPACT:**

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

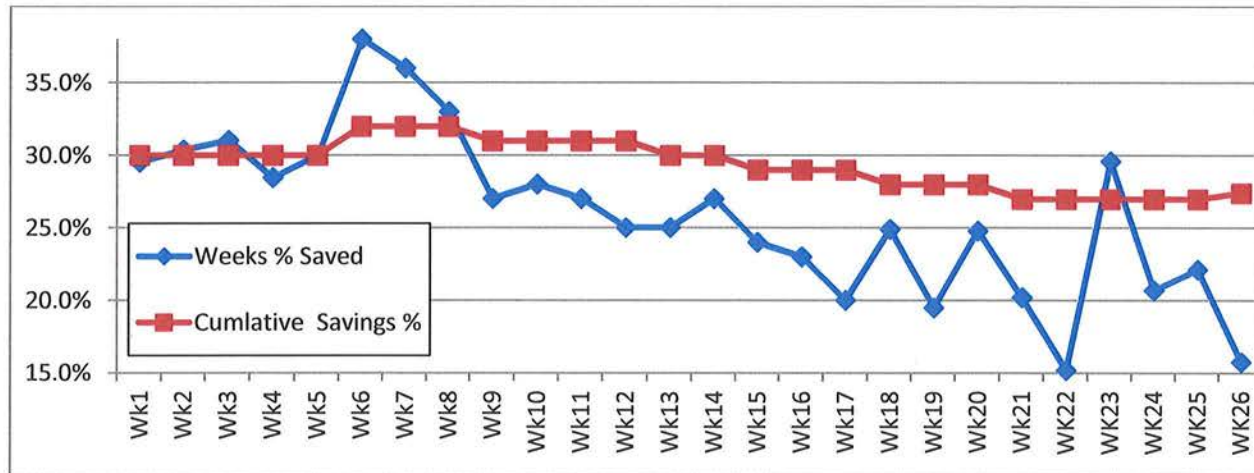
**CONSISTENCY WITH THE VISION MADERA 2025 PLAN:**

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



<b>Week's Conservation Avg. 15%</b>	<b>Today's High 63° 10 day forecast Avg. High 56°</b>
<b>November Conservation Avg. 25%</b>	<b>Week's Avg. High 52° from 2013</b>

**General Water Conservation News:** This past week's water conservation was down by 7% from the previous week, and 13% under the 28% water conservation goal. On a cumulative basis we have averaged 27% overall since June when the State's 28% mandate began.



### Public Service Requests:

Approximately 63 calls were received this week reporting water wasting (not leak calls)

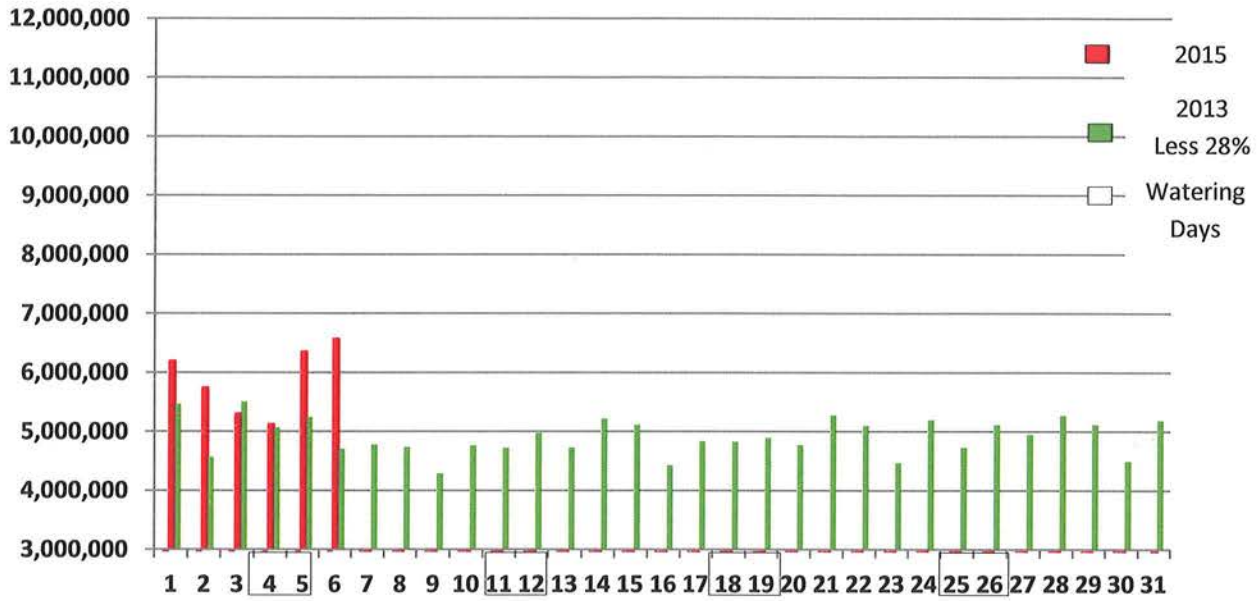
- 2 Calls were received regarding water and City facilities
- 2 Leaks were reported:
  - 2 repaired in less than 3 business days of being reported (No underground excavation)
  - 0 repaired within 3 business days of being reported
  - 0 repaired within 4 business days of being reported
  - 0 repaired within more than 4 business days of being reported

An estimated 37 calls were received this week requesting information regarding water issues. There were 3 customer inquiries regarding consumption which resulted in leak discovery at all 3 properties. Internal evaluations resulted in repairs of meters at 8 properties.

### Water Conservation team activities:

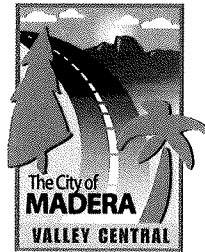
- 200 Contacts with the Public to educate and provide advice (4 School Presentations)
- 1 Verbal warnings issued
- 22 Citations issued:
  - 21 1<sup>st</sup> offenses (\$75)
  - 1 2<sup>nd</sup> offenses (\$250)
  - 0 3<sup>rd</sup> or more offense (\$500)

**Current Water Production in December Compared to 28% Goal**  
Shown in Gallons



*\*Adjusted to align days of week*

# REPORT TO THE CITY COUNCIL




COUNCIL MEETING OF:  
December 16, 2015

AGENDA ITEM NUMBER:  
E-2

Approved By:

  
\_\_\_\_\_  
COMMUNITY DEVELOPMENT DIRECTOR

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

**SUBJECT: Update on the Status of the Formation of a Groundwater Sustainability Agency (GSA) for the Madera Groundwater Sub-basin and Direction to Staff Regarding the City's Preferred Structure for the Agency**

## RECOMMENDATION:

Staff recommends that the Council review the information provided in this report and identify the City's preferred structure for the Madera Groundwater Sub-basin GSA.

## SUMMARY:

In 2014, the state legislature adopted new requirements mandating the formation of groundwater sustainability agencies (GSA) for all groundwater basins in California. A Formation Committee, comprised of seven local stakeholder entities, is working on the formation of a GSA for the Madera Groundwater Sub-basin. In April of this year, the Council authorized the City Administrator and Community Development Director to represent the City on the Formation Committee. Each of the seven agencies sitting on the committee has been tasked with identifying its preferred structure for the GSA before the next Formation Committee meeting in January.

## DISCUSSION:

In September of 2014, the Governor signed into law SB 1168, AB 1739, and SB 1319. Together, these three pieces of legislation impose new requirements on local agencies focusing on sustainable groundwater management. The formation of Groundwater Sustainability Agencies (GSAs) and, later, the preparation of Groundwater Sustainability Plans (GSPs), is required for high and medium priority groundwater basins. This includes the Madera Groundwater Sub-basin underlying the City of Madera. Failure on the part of local agencies to act in conformance with these requirements will result in state intervention. The local agencies relying in whole or in part on the Madera Groundwater Sub-basin, and those involved with the GSA Formation Committee for this basin, include the following: City of Madera, County of Madera, Madera Irrigation District, Aliso Water District, Madera Water District, Gravelly Ford Water District, and the Root Creek Water District.

The new state requirements focus on groundwater management at the basin (or sub-basin) level. The legislation provides flexibility regarding the structure of GSAs. Two critical decisions for the Formation Committee focus on whether one or multiple GSAs are established for the Madera sub-basin, and whether one or multiple Groundwater Sustainability Plans (GSP) are prepared for the sub-basin. The basic alternative models for the GSA are as follows:

1. Single GSA - Single GSP. All stakeholder entities form one agency and contribute with data to prepare one plan. GSA enforcement and implementation comes from the GSA. This approach coordinates resources and provides consistency across the basin.
2. Multiple GSAs – Single GSP. Each stakeholder entity (or smaller groups of stakeholders) forms a GSA, and then the multiple GSAs work together to prepare a GSP for the entire basin. Each agency is responsible for enforcement and implementation within their management area.
3. Multiple GSAs - Multiple GSPs. Each stakeholder entity (or smaller groups of stakeholders) forms a GSA and develops an individual GSP. Each GSA must coordinate their plans with all other plans in the basin, and a coordination agreement is required.

In concept, Option 1 probably best achieves the coordinated approach to groundwater sustainability within the basin that is intended by the legislation described above. However, because implementation and enforcement of sustainability measures would come from within a coordinated GSA rather than from individual agencies, is unlikely that the member agencies will feel comfortable with this approach given the unknowns regarding what sustainability measures will look like. Option 3, on their other hand, leaves individual stakeholder entities to form their own GSAs and adopt their own plans. The overall goal of sustainability within the sub-basin does not go away with this option, however. The difficulty of coordinating individual plans to achieve a single goal is substantial. Any one GSA failing to produce a coordinated plan, or failing to implement its plan, could place the entire sub-basin at risk. Operational hurdles and the risk of litigation are high in this “decentralized” model.

After reviewing the available alternatives, staff believes that Option 2 provides the best balance of local control and basin-wide coordination. Under this option, the City would establish itself as a GSA and then work with other GSAs in the Madera sub-basin to prepare a coordinated GSP. Implementation and enforcement of the GSP would occur at the City level. It’s important to note, though, that any overlap between GSA boundaries is prohibited. This is important because the existing City limits overlap substantially with the existing boundaries of the Madera Irrigation District (MID). Therefore, it is likely that the City will need to work out a coordination agreement with MID to address this conflict, or collaborate with MID to form just one GSA that covers the entire City/MID boundary. City Staff has discussed this issue with MID Staff and it appears there is interest in pursuing this kind of coordinated approach.

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

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

#### **FINANCIAL IMPACT:**

The City provided an initial contribution of \$3,000 to cover formation cost of the GSA. Additional funding may be requested in the future, and operational funding demands of the future GSA are unknown at this point.