

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

NOTICE AND AGENDA

**Wednesday, November 18, 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 Fred Thurman, New Life Assembly

PLEDGE OF ALLEGIANCE:

PUBLIC COMMENT:

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

PRESENTATIONS

1. Recognition of Sherman Thomas Charter High School Students Red Ribbon Week Pledge
2. Proclamation Recognizing the 6th Annual Homeless Awareness Day and Video Presentation by CAPMC

A. WORKSHOP

There are no items for this section.

B. CONSENT CALENDAR

- B-1 Minutes – There are no minutes for consideration.
- B-2 Information Only – Warrant Disbursement Report
- B-3 Consideration of a Resolution Approving Award of Agreement for Professional Engineering Services – Urban Water Management Plan, RFP No. 201516-06 to the Most Responsive and Responsible Bidder, Provost & Pritchard Engineering Group, Inc. dba Provost & Pritchard Consulting Group, in the Amount of \$47,082 plus 10% Contingency and Authorizing the Mayor to Sign the Agreement on Behalf of the City (Report by Dave Randall)
- B-4 Consideration of a Resolution Consenting to the Inclusion of Properties within the Territory of the City in the CSCDA Open Pace Programs; Authorizing the California Statewide Communities Development Authority to Accept Applications from Property Owners, Conduct Contractual Assessment Proceedings and Levy Contractual Assessments within the Territory of the City; and Authorizing Related Actions (Report by Sonia Hall)
- B-5 Consideration of a Resolution Approving Funding Amendments to the City of Madera Fiscal Year 2015/16 Budget for the Transit Security and Passenger Enhancement Project (Trans-6) and to Transfer Funds from the Fixed Route Fund to Intermodal Building Operations (Report by Sonia Hall)
- B-6 Consideration of a Resolution Amending the City of Madera Classification Plan and Setting the Rate of Compensation for Certain Classifications (Report by Wendy Silva)
- B-7 Consideration of a Resolution Ratifying and Approving a Security Agreement between the California Commission on Peace Officer Standards and Training and the City of Madera for POST Entry-Level Law Enforcement Test Battery Security Agreement (Report by Steve Frazier)

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

- C-1 Consideration of a Resolution Changing the Drought Water Restriction Levels (Report by Dave Randall)

D. WRITTEN COMMUNICATIONS

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

E. ADMINISTRATIVE REPORTS

There are no items for this section.

F. COUNCIL REPORTS

G. CLOSED SESSION

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

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

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

G-4 Closed Session Report – City Attorney

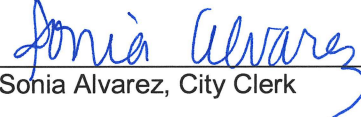
ADJOURNMENT – Next regular meeting December 2, 2015

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

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

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

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 November 18, 2015, near the front entrances of City Hall at 3:00 p.m. on November 13, 2015.



Sonia Alvarez, City Clerk

Office of the Mayor

City of Madera
State of California
2015

Certificate of Recognition

Sherman Thomas Charter High School Red Ribbon Week Pledge

WHEREAS, the National Red Ribbon Week Campaign is celebrated in every community in America during Red Ribbon Week, October 23-31. Schools, businesses, government agencies, service organizations, and citizens alike are encouraged to demonstrate their commitment to living healthy, drug free lifestyles through weeklong activities, not only during Red Ribbon Week, but all year long.

WHEREAS, Sherman Thomas Charter High School (STCHS) participated in Red Ribbon Week by holding an all school assembly on October 28, 2015 during which presentations and breakout sessions were held.

WHEREAS, in anticipation of Red Ribbon Week activities, the STCHS Student Council members wanted to create a unique pledge for students, as one body, to pledge to be drug free, alcohol free, and tobacco free; as well as reaffirming their commitment to learning and realizing their dreams. The Red Ribbon Pledge was presented and signed during the all school assembly on October 28, 2015.

NOW, THEREFORE, BE IT RESOLVED, that I, Mayor Robert L. Poythress, on behalf of the Madera City Council, do hereby recognize Sherman Thomas Charter High School, its Student Council and the student body for pledging to be drug free, alcohol free, and tobacco free; and further commend their commitment to their peers and the community as a whole in support of positive living.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Madera to be affixed this 18th day of November 2015.



Mayor

Office of the Mayor

City of Madera
State of California
2015

Proclamation

HOMELESS AWARENESS DAY NOVEMBER 20, 2015

- WHEREAS,** the National Coalition for the Homeless is conducting the annual National Hunger & Homeless Awareness Week, the week of November 14-22, 2015; and
- WHEREAS,** the Madera County Homeless Coalition has agreed to support the National Campaign by declaring a Homeless Awareness Day during this week; and
- WHEREAS,** the Homeless Awareness Day is a day set aside to provide outreach to Homeless individuals who reside in Madera County. The day will be a day of showing kindness to the homeless by providing food and hygiene supplies; and
- WHEREAS,** the Madera County Homeless Coalition, will hold the Homeless Awareness Day on November 20, 2015; and
- WHEREAS,** the Madera County Homeless Coalition is currently recruiting volunteers to assist in this effort.

NOW, THEREFORE, BE IT PROCLAIMED, that I, Mayor Robert L. Poythress, on behalf of the Madera City Council, do hereby recognize November 20th, as the 2015 Madera County Homeless Coalition's Homeless Awareness Day in the City of Madera and encourage citizens of Madera to volunteer their time in support of this effort.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Madera to be affixed this 18th of November 2015.

Mayor



Agenda: November 18, 2015

Item: B-1

**There are no Minutes for
consideration.**

City of Madera

Council Meeting Of	<u>November 18th, 2015</u>
Agenda Item No.	<u>B-2</u>

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

From: Office of the Director of Finance

Subject: Listing of Warrants Issued

Date: 11/18/2015

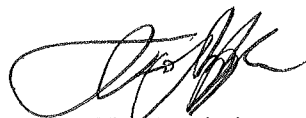
Attached, for your information, is the register of the warrants for the City of Madera covering obligations paid during the period of:

October 27, 2015 to November 9, 2015

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

General Warrant:	201708-201943	\$ 1,525,691.97
Wire Transfer	Union Bank Payroll and Taxes	\$ 799,311.81
Wire Transfer	SDI	\$ 1,561.97
Wire Transfer	Cal Pers	\$ 144,685.36

Respectfully submitted,



Tim Przybyla
Financial Services Director

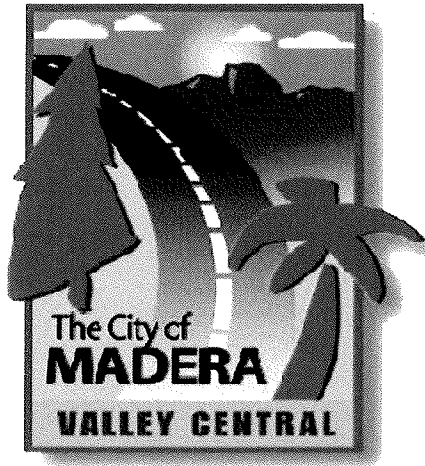
CITY OF MADERA
REGISTER OF AUDITED DEMANDS FOR BANK #1-UNION BANK GENERAL ACCOUNT
November 9th, 2015

CHECK	PAY DATE	ISSUED TO	DESCRIPTION	AMOUNT
201708	10/29/2015	FURSTENBURG, CATHY	FACILITY DEPOSIT REFUND	100.00
201709	10/29/2015	CPRS DISTRICT VII	VENDOR'S FAIRE & RODEO 2015	105.00
201710	10/29/2015	DON PICKETT & ASSOC INC	OVERPAYMENT REFUND	84.00
201711	10/29/2015	RAMOS, JENIFER	PARKS DEPOSIT REFUND	50.00
201712	10/29/2015	FIRST SOUTHERN BAPTIST CHURCH	PARK DEPOSIT REFUND	50.00
201713	10/29/2015	AT&T	PD PRIVATE LINE SVC 09/19-10/18	372.31
201714	10/29/2015	AT&T	08/15 CALNET 3 SVS 9391026389	2,487.80
201715	10/29/2015	AT&T	08/15 CALNET 3 SVS 9391026395	669.82
201716	10/29/2015	AT&T	09/15 CALNET 3 SVS 9391026408	710.32
201717	10/29/2015	AT&T	09/15 CALNET 3 SVS 9391026413	2,405.73
201718	10/29/2015	AT&T	08/15 CALNET 3 SVS 9391031564	3,753.31
201719	10/29/2015	AT&T	09/15 CALNET 3 SVS 9391031572	7,414.49
201720	10/29/2015	AKEL ENGINEERING GROUP, INC.	ENG SVCS - PARKWOOD/PARKSDALE	102,520.50
201721	10/29/2015	ANDY'S SPORTS AND DESIGN	ALUM REFLECTIVE NEIGHBORHOOD WATCH SIGNS	1,917.00
201722	10/29/2015	ARAMARK UNIFORM SERVICES	09/15 UNIFORM SERVICES	3,907.11
201723	10/29/2015	AVISON CONSTRUCTION, INC	ST 14-05 PROGRESS PMT #9	127,160.73
201724	10/29/2015	BSK ASSOCIATES	WATER SAMPLES	1,045.00
201725	10/29/2015	BITWISE INDUSTRIES, INC.	WEBSITE DEVELOPMENT	6,100.00
201726	10/29/2015	BLUE SHIELD OF CALIFORNIA	CITY PAID BLUE SHIELD NOVEMBER 2015	237,391.80
201727	10/29/2015	GAONA, SYLVIA	PARKS DEPOSIT REFUND	50.00
201728	10/29/2015	CALIFORNIA DEPARTMENT OF TRANSPORTATION	SIGNALS & LIGHTING BILLING 07/15-09/15	5,031.98
201729	10/29/2015	CALIFORNIA SURVEYING AND DRAFTING SUPPLY	WIDE FORMAT PAPER	187.53
201730	10/29/2015	COMCAST	11/10-11/21 SVS 8155500320322006	83.94
201731	10/29/2015	COMCAST	CITY INTERNET CONNECTION 10/14-11/14/15	1,520.00
201732	10/29/2015	BARTLEY, JENNY	PARKS DEPOSIT REFUND	50.00
201733	10/29/2015	CPS HR CONSULTING	DISPATCHER TEST	453.20
201734	10/29/2015	DC FROST ASSOCIATES, INC	PRIM CLAR MAINT PARTS	420.27
201735	10/29/2015	DIAMOND COMMUNICATIONS	ALARM MONITOR	115.00
201736	10/29/2015	CROWN SERVICES CO.	SPECIAL EVENT RENTAL TOILET RENTALS	220.00
201737	10/29/2015	ADMINISTRATIVE SOLUTIONS INC.	MONTHLY ADMINISTRATIVE FEE NOV 2015	31,305.00
201738	10/29/2015	MARTINEZ LUCIA CIRILO	Utility Billing Credit Refund	165.25
201739	10/29/2015	MC GRAW JONATHON W	Utility Billing Credit Refund	228.03
201740	10/29/2015	LOPEZ VICENTE	Utility Billing Deposit Refund	15.38
201741	10/29/2015	DIAZ RICHARD	Utility Billing Deposit Refund	34.18
201742	10/29/2015	GONZALEZ ANA MARIA	Utility Billing Credit Refund	209.43
201743	10/29/2015	ELIZARRARAS JESUS AND LEONILA	Utility Billing Deposit Refund	16.08
201744	10/29/2015	JAMALEDDIN MUHANNA OR CITY OF MADERA	Utility Billing Credit Refund	608.53
201745	10/29/2015	ESPINOZA EUSTOLIO L	Utility Billing Credit Refund	318.51
201746	10/29/2015	REDDING STACY AND MATTHEW	Utility Billing Credit Refund	116.35
201747	10/29/2015	WARD MARVIN	Utility Billing Credit Refund	120.38
201748	10/29/2015	RODRIGUEZ RUTH AND JESSE	Utility Billing Credit Refund	180.79
201749	10/29/2015	MENDRIN LINDA AND FOLEY PATRICIA	Utility Billing Deposit Refund	93.55
201750	10/29/2015	FLETES HERNAN	Utility Billing Credit Refund	119.77
201751	10/29/2015	ACEVEDO NANNETTE	Utility Billing Credit Refund	65.31
201752	10/29/2015	MOLES JARED	Utility Billing Credit Refund	210.65
201753	10/29/2015	ALVAREZ ALEJANDRINA OR CITY OF MADERA	Utility Billing Credit Refund	126.17
201754	10/29/2015	VINCENT SHERILYN	Utility Billing Deposit Refund	57.99
201755	10/29/2015	LARIOS JOHN OR CITY OF MADERA	Utility Billing Credit Refund	262.67
201756	10/29/2015	GARCIA ADAM R AND ALAYNE	Utility Billing Credit Refund	181.73
201757	10/29/2015	CARDENAS PEDRO	Utility Billing Credit Refund	69.56
201758	10/29/2015	MORALES NOEMI OR CITY OF MADERA	Utility Billing Credit Refund	151.04
201759	10/29/2015	GUTKNECHT EILEEN OR CITY OF MADERA	Utility Billing Credit Refund	200.38
201760	10/29/2015	MARTIN ELVIN	Utility Billing Deposit Refund	45.49
201761	10/29/2015	HUNT NICHOLE	Utility Billing Credit Refund	67.03
201762	10/29/2015	NUNES JOE AND TAMMY	Utility Billing Credit Refund	183.32
201763	10/29/2015	MORFIN VANESSA IMELDA OR CITY OF MADERA	Utility Billing Credit Refund	150.41
201764	10/29/2015	CISNEROS PEDRO OR CITY OF MADERA	Utility Billing Credit Refund	150.39
201765	10/29/2015	VASQUEZ ELODIA OR CITY OF MADERA	Utility Billing Credit Refund	150.39
201766	10/29/2015	BLANCO IRENE OR CITY OF MADERA	Utility Billing Credit Refund	141.22
201767	10/29/2015	GARCIA JAIME	Utility Billing Deposit Refund	9.01

201768	10/29/2015 ALDEO GLORIA OR CITY OF MADERA	Utility Billing Credit Refund	85.79
201769	10/29/2015 MADERA JOSE LUIS	Utility Billing Deposit Refund	3.14
201770	10/29/2015 CAMACHO CLAUDIO OR CITY OF MADERA MARTINEZ	Utility Billing Credit Refund	300.00
201771	10/29/2015 JAKUSZ PROPERTY MAINTENANCE	OCTOBER 2015 MONTHLY MAINTENANCE	12,022.00
201772	10/29/2015 EXECUTIME SOFTWARE LLC	TIME & ATTENDANCE SOFTWARE & SERVICES	45,283.00
201773	10/29/2015 FRESNO REPROGRAPHICS	PK 15-02 4TH ST/MEDIAN LNDSCPG PLNS/SPEC	655.25
201774	10/29/2015 GEIL ENTERPRISES, INC.	OCTOBER 2015 JANITORIAL SVS	7,753.73
201775	10/29/2015 GOLDEN STATE OVERNIGHT	OVERNIGHT SHIPPING	9.40
201776	10/29/2015 HAYNES, EUGENE G.	MILEAGE REIMB AIMS CLAIMS REVIEW TRNG	19.21
201777	10/29/2015 HAYNES, EUGENE G.	MILEAGE REIMB RMA BOARD OF DIR MEETING	42.09
201778	10/29/2015 HALL, SONIA	GRANT ADMINISTRATOR SVS 10/1-10/15	2,750.00
201779	10/29/2015 CITY OF MADERA	DRIP IRRIGATION REBATE-1030 IMPERIAL DR	30.00
201780	10/29/2015 CITY OF MADERA	TOILET RPLCMNT REBATE-2105 NATIONAL AVE	100.00
201781	10/29/2015 MADERA COUNTY	MAP COPIES	21.70
201782	10/29/2015 AL VASQUEZ CONSTRUCTION	621 DEERWOOD DR CLEANUP	600.00
201783	10/29/2015 MADERA TRIBUNE	PK 15-02 4TH ST LANDSCAPE FOR BID	358.28
201784	10/29/2015 MADERA TRIBUNE	JOB ADVERTISING-FINANCIAL SVS MANAGER	298.97
201785	10/29/2015 MONDRAGON, JUAN	REIMB MILEAGE-WWTP 10/6 & 10/7	44.16
201786	10/29/2015 NATIONAL DATA & SURVEYING SERVICES	TRAFFIC COUNTS - ELM/CLINTON	725.00
201787	10/29/2015 P G AND E	10/15 SVS 1619119913-8	169.63
201788	10/29/2015 STANSELL, NANCY JEAN	UTILITY BILLING DEPOSIT REFUND	77.67
201789	10/29/2015 PIERCE CONSTRUCTION	ASPHALT PATCHING	16,700.79
201790	10/29/2015 PIERCE CONSTRUCTION	ASPHALT PATCHING	22,112.33
201791	10/29/2015 PIERCE CONSTRUCTION	ASPHALT PATCHING	35,390.71
201792	10/29/2015 PIERCE CONSTRUCTION	ASPHALT PATCHING	311.70
201793	10/29/2015 PLATT ELECTRIC SUPPLY, INC.	42 WATT LIGHTS	49,841.78
201794	10/29/2015 PRICE PAIGE AND COMPANY	PROF SVS FOR PERIOD ENDING 09/30/15	23,310.00
201795	10/29/2015 Principal Life Insurance Company	NOVEMBER 2015 DENTAL BILL	15,783.03
201796	10/29/2015 PROVOST & PRITCHARD CONSULTING GROUP	PERMIT COMPLIANCE MONITORING	195.30
201797	10/29/2015 RNL DESIGN	PLANNING/ENG SVS FOR TRANSIT/PW FACILITY	8,023.45
201798	10/29/2015 REGENCE BLUECROSS BLUESHIELD OF UTAH	NOVEMBER 2015 - DAVID CHUMLEY	144.70
201799	10/29/2015 SPARKLETT'S	LAB & DRINKING WATER	120.79
201800	10/29/2015 STATE WATER RESOURCES CONTROL BOARD	CERT FEE-WTR DIST OPER GRADE 2 P JOHNSON	80.00
201801	10/29/2015 STATE WATER RESOURCES CONTROL BOARD	LRG WATER SYSTEM FEE JUL 2015-JUN 2015	5,270.66
201802	10/29/2015 Superior Vision Inc	NOVEMBER 2015 SUPERIOR VISION	2,270.25
201803	10/29/2015 TESEI PETROLEUM, INC.	FUEL	696.65
201804	10/29/2015 TESEI PETROLEUM INC.	FUEL CHARGES 10/11/15- 10/20/15	11,055.28
201805	10/29/2015 UNITED RENTALS, INC	INF P.S. RENTAL BACKUP PUMPS	5,207.33
201806	10/29/2015 VERIZON WIRELESS	COUNCIL IPAD CELLULAR PLAN	304.08
201807	11/5/2015 UCP CHATEAU GROVE LLC	REIMB FR WTR PIPES/ARTERIAL ST PER AGRMT	314,682.48
201808	11/5/2015 TOMAZIN, MICHAEL	REFUND HANGAR DEPOSIT #95	200.00
201809	11/5/2015 QUALITY CONTAINER	PARKS DEPOSIT REFUND	50.00
201810	11/5/2015 AVALOS, ROSIE	PARKS DEPOSIT REFUND	50.00
201811	11/5/2015 AT&T	ATT FACILITY PINE/PECAN PUBLIC IMPR PROJ	123.95
201812	11/5/2015 GARCIA HERNANDEZ, UBALDO	TURF REPLACEMENT REBATE	750.00
201813	11/5/2015 ALL VALLEY ADMINISTRATORS	MEDICAL & CHILD CARE EXP 11/06/2015 PR	688.30
201814	11/5/2015 ATKINSON-BAKER INC.	REPORTERS TRANSCRIPT OF DEPOSITION	3,785.40
201815	11/5/2015 BSK ASSOCIATES	PERMIT COMPLIANCE	177.50
201816	11/5/2015 BEST TOURS AND TRAVEL	MORRO BAY SR TRIP	2,765.00
201817	11/5/2015 BULFINCH, LAURA	PER DIEM ADV DISPATCHER UPDATE	241.50
201818	11/5/2015 TOWNE PLANNING & ENVIRONMENTAL	LAKE ST WIDENING ENVIRONMENTAL SVS	2,592.50
201819	11/5/2015 DIVISION OF THE STATE ARCHITECT	SB 1186 FEES QTR 1 FY 15/16	605.40
201820	11/5/2015 MADERA TROPHY	COED SOCCER CHAMP TROPHY	28.08
201821	11/5/2015 CAPITAL ONE BANK	BOA LEASE #70684, LOAN #100360224	79,940.98
201822	11/5/2015 CENTRAL VALLEY PRESORT	10/15 AR STATEMENTS	110.79
201823	11/5/2015 COLONIAL LIFE & ACCIDENT INSURANCE CO	E700482-3 FOR 11/06/2015 PAYROLL	1,042.48
201824	11/5/2015 CONCENTRA MEDICAL CENTERS	PHYSICAL EXAMINATIONS	288.00
201825	11/5/2015 YBARRA, EPI	PARKS DEPOSIT REFUND	50.00
201826	11/5/2015 CORELOGIC INFORMATION SOLUTIONS INC	METROSCAN 09/15	150.00
201827	11/5/2015 CREATIVE COPY	SENIOR MAX TICKETS	205.42
201828	11/5/2015 DIAMOND COMMUNICATIONS	QUARTERLY ALARM MONTORING	405.00
201829	11/5/2015 MUSD D HERRING D HAYES (ACCOUNTS PAYABLE DEPT)	Utility Billing Deposit Refund	80.23
201830	11/5/2015 ALBONICO CAROL OR CITY OF MADERA	Utility Billing Credit Refund	172.36
201831	11/5/2015 JAUREGUI ALMA	Utility Billing Credit Refund	254.71
201832	11/5/2015 ALARCON JULIO L	Utility Billing Credit Refund	227.84

201833	11/5/2015 ROBINSON DENISE	Utility Billing Credit Refund	51.67
201834	11/5/2015 KUTZ MICHAEL	Utility Billing Credit Refund	233.87
201835	11/5/2015 LANE ROSALIE M	Utility Billing Credit Refund	222.83
201836	11/5/2015 DIAZ JR ANTHONY	Utility Billing Credit Refund	283.69
201837	11/5/2015 VALERO CHRISTINA	Utility Billing Credit Refund	156.60
201838	11/5/2015 UCHIDA JAMES S AND UCHIDA KIYOKO	Utility Billing Deposit Refund	6.48
201839	11/5/2015 OLAZABA JESSIE	Utility Billing Deposit Refund	66.86
201840	11/5/2015 CARRILLO ELISANDRA OR CITY OF MADERA	Utility Billing Credit Refund	121.26
201841	11/5/2015 MENDOZA TIMOTEO E	Utility Billing Deposit Refund	0.16
201842	11/5/2015 VASQUEZ MARIO AND TORRES JUANITA	Utility Billing Credit Refund	21.06
201843	11/5/2015 GOMEZ BERNADETTE	Utility Billing Credit Refund	30.86
201844	11/5/2015 HERNANDEZ ANNA ALICIA OR CITY OF MADERA	Utility Billing Credit Refund	71.91
201845	11/5/2015 SQUEEZE INN C/O ELIZABETH GONZALEZ	Utility Billing Deposit Refund	309.10
201846	11/5/2015 VERDUZCO MAGANA PHYLLIS	Utility Billing Credit Refund	128.18
201847	11/5/2015 MCCLURE BYRON AND MARLO	Utility Billing Deposit Refund	81.42
201848	11/5/2015 SANDOVAL JR CESAR	Utility Billing Credit Refund	144.39
201849	11/5/2015 RAMIREZ ADELINA OR CITY OF MADERA	Utility Billing Credit Refund	68.08
201850	11/5/2015 MARTINEZ JOSE ALEX AND DELMI MORALES	Utility Billing Credit Refund	174.24
201851	11/5/2015 ROSALES CARLOS	Utility Billing Credit Refund	95.94
201852	11/5/2015 LOPEZ FLORENCIO R	Utility Billing Credit Refund	143.75
201853	11/5/2015 RODRIGUEZ EDGAR	Utility Billing Credit Refund	210.90
201854	11/5/2015 WELLS FARGO HOME MORTGAGE	Utility Billing Deposit Refund	57.75
201855	11/5/2015 MARTINEZ ANTONIO	Utility Billing Credit Refund	89.36
201856	11/5/2015 HICKS BERNARD	Utility Billing Credit Refund	67.01
201857	11/5/2015 SANDOVAL CESAR OR CITY OF MADERA	Utility Billing Credit Refund	150.36
201858	11/5/2015 JAMIE SALVADOR	Utility Billing Credit Refund	33.65
201859	11/5/2015 RODRIGUEZ IRENE	Utility Billing Credit Refund	42.03
201860	11/5/2015 SOBAJE PROPERTY GROUP INC KRISTEN SOBAJE SECRETARY	Utility Billing Credit Refund	155.14
201861	11/5/2015 OCHOA SANDRA	Utility Billing Deposit Refund	13.57
201862	11/5/2015 ESTEVES, BRIAN	PER DIEM IMPACT WEAPONS INSTRUCTOR	160.00
201863	11/5/2015 F. LODUCA CO.	PK-12 PROGRESS PAYMENT #3	100,426.10
201864	11/5/2015 FBINAA CALIFORNIA CHAPTER	2015 HOLIDAY LUNCHEON CHIEF FRAZIER	70.00
201865	11/5/2015 FIRE SAFETY SOLUTIONS, LLC	FIRE PROTECTION ENG SVS 10/16- 10/31/15	8,943.75
201866	11/5/2015 FRESNO MADERA AREA AGENCY ON AGING	09/15 UNSERVED MEALS	57.20
201867	11/5/2015 GARIBAY, HECTOR	PER DIEM IMPACT WEAPONS INSTRUCTOR	160.00
201868	11/5/2015 GONZALEZ, FELIX	PER DIEM INTERNAL AFFAIRS INVEST	241.50
201869	11/5/2015 HERTZ EQUIPMENT RENTAL	WATER TRUCK RENTAL	1,583.28
201870	11/5/2015 LEAGUE OF CALIF. CITIES	LOCC DIVISION MTG HANFORD-ROBINSON	25.00
201871	11/5/2015 LEXISNEXIS	OCTOBER CHARGES	274.00
201872	11/5/2015 LINCOLN AQUATICS INC.	CHLORINE FOR POOL	1,043.51
201873	11/5/2015 CITY OF MADERA	TOILET/DISHWASHER REBATE-505 W OLIVE AVE	85.00
201874	11/5/2015 CITY OF MADERA	MISAPPLIED PMT	450.00
201875	11/5/2015 MADERA CLEANERS & LAUNDRY	YOUTH CENTER FLOOR MAT SERVICE	64.60
201876	11/5/2015 MADERA COUNTY TREASURER	AUGUST 2015 PARKING PENALTIES	193.50
201877	11/5/2015 MADERA COUNTY E D C	ECONOMIC SUMMIT- MEDELLIN	30.00
201878	11/5/2015 MADERA COUNTY TAX COLLECTOR	15/16 PROPERTY TAX 038-050-018-000	242.84
201879	11/5/2015 MADERA IRRIGATION DISTRICT	MID ASSESSMENT TAXES 013-030-012	12,617.32
201880	11/5/2015 MADERA IRRIGATION DISTRICT	MID ASSESSMENT TAXES 013-030-018	4,639.22
201881	11/5/2015 MADERA TRACTOR & IMPLEMENT CO, INC.	KUBOTA TRACTOR	28,613.22
201882	11/5/2015 MADERA TRIBUNE	PC PUBLIC NOTICE 11/10/15	86.40
201883	11/5/2015 MONDRAGON, JUAN	MILEAGE REIMBURSEMENT 10/26	22.08
201884	11/5/2015 MOTOROLA SOLUTIONS INC.	REPLACEMENT OF EQUIPMENT/ACCESSORIES	6,357.64
201885	11/5/2015 MOY & ASSOCIATES	SEPTEMBER 2015 TRANSIT MANAGER	14,331.69
201886	11/5/2015 WILLDAN FINANCIAL SERVICES	ANNUAL DISTRICT ADMIN SVS NOVEMBER 2015	807.42
201887	11/5/2015 N.P.C.-ORCHARD TRUST COMPANY	PLAN #340227-01 FOR 11/06/2015 PAYROLL	5,490.03
201888	11/5/2015 N.P.C.-ORCHARD TRUST COMPANY	PLAN #340227-02 FOR 11/06/2015 PAYROLL	3,163.20
201889	11/5/2015 P G AND E	10/15 SVS 3499945233-6	1,931.56
201890	11/5/2015 PETTY CASH - FINANCE DEPT.	PETTY CASH REIMBURSEMENT	378.01
201891	11/5/2015 PAY PLUS SOLUTIONS, INC.	CALPERS MONTHLY SUBSCRIPTION NOV 2015	247.00
201892	11/5/2015 HERNANDEZ, LEONARDO SANTIAGO	OVERPMNT REIMB	81.00
201893	11/5/2015 JB FIRE SYSTEMS, INC	OVERPMT REIMB BLDG PRMT 201441891 #07166	119.03
201894	11/5/2015 GARCIA, AUDREY	FACILITY REFUND-CANCELLED PARTY	340.00
201895	11/5/2015 MENDOZA, VILMA	PARKS DEPOSIT REFUND	50.00
201896	11/5/2015 GUERRERO, MIGUEL	PARKS DEPOSIT REFUND	50.00
201897	11/5/2015 GUTIERREZ, ARTHUR	PARKS DEPOSIT REFUND	50.00

201898	11/5/2015 VILLA, KIRISSA	PARKS DEPOSIT REFUND	50.00
201899	11/5/2015 GARCIA, LEAH	PARKS DEPOSIT REFUND	100.00
201900	11/5/2015 OLEA, JENELY	PARKS DEPOSIT REFUND	50.00
201901	11/5/2015 SANDOVAL, NANCY	PARKS DEPOSIT REFUND	50.00
201902	11/5/2015 ROMERO, CHRISTINA	PARKS DEPOSIT REFUND	50.00
201903	11/5/2015 BAZANTE, LETICIA	PARKS DEPOSIT REFUND	50.00
201904	11/5/2015 GONZALES, FRANCES	PARKS DEPOSIT REFUND	50.00
201905	11/5/2015 JUAREZ, PATRICIA	RETURN OF SEIZED FUNDS PER COURT ORDER	645.23
201906	11/5/2015 MADERA COUNTY PROBATION	FACILITY DEPOSIT REFUND	100.00
201907	11/5/2015 SALAZAR, ROSA	ENCROACHMENT BOND PERMIT REIMB #4873	500.00
201908	11/5/2015 CAVALETTO, ROBERT P.	TURF REPLACEMENT REBATE	750.00
201909	11/5/2015 NEXUS ENERGY SYSTEMS	CANCELLED PERMIT 20151358	123.34
201910	11/5/2015 LOPEZ, GILBERT	PARK DEPOSIT REFUND	50.00
201911	11/5/2015 ROMO, ELENA	PARK DEPOSIT REFUND	50.00
201912	11/5/2015 RUSSELL, LORRAINE	PARK DEPOSIT REFUND	50.00
201913	11/5/2015 YANEZ, ROSALIA	PARK DEPOSIT REFUND	50.00
201914	11/5/2015 PEREZ, SANDRA	FACILITY DEPOSIT REFUND	100.00
201915	11/5/2015 MEDINA, ASHLEY	FACILITY DEPOSIT REFUND	50.00
201916	11/5/2015 MENDEZ, ERICA	FACILITY DEPOSIT REFUND	100.00
201917	11/5/2015 MONTANO-JAIMEZ, ARTURO JESUS	FACILITY DEPOSIT REFUND	100.00
201918	11/5/2015 FUENTES, FELIPA	FACILITY DEPOSIT REFUND	250.00
201919	11/5/2015 PEREZ, MARIA	PARK DEPOSIT REFUND	50.00
201920	11/5/2015 SMITH, DENNISSE	FACILITY DEPOSIT REFUND	100.00
201921	11/5/2015 ZEPEDA, SHANNON	PARK DEPOSIT REFUND	50.00
201922	11/5/2015 STEINHAUER, CHARLES	FACILITY DEPOSIT REFUND	50.00
201923	11/5/2015 GONZALEZ, MARTINA	PARK DEPOSIT REFUND	50.00
201924	11/5/2015 LITTLETON, PATSY	PARK DEPOSIT REFUND	50.00
201925	11/5/2015 VASQUEZ, LEONCIO	FACILITY CANCELLATION REFUND	724.75
201926	11/5/2015 VASQUEZ, MARTINA	PARK DEPOSIT REFUND	50.00
201927	11/5/2015 RABENA, JESSICA	PARK DEPOSIT REFUND	50.00
201928	11/5/2015 REYES, NAZARIO	ENCROACHMENT PERMIT BOND REIMB #4808	500.00
201929	11/5/2015 PHOENIX GROUP INFO SYS	CITATIONS AUGUST 2015	255.15
201930	11/5/2015 PITNEY BOWES, INC.	POSTAGE METER REFILL	989.00
201931	11/5/2015 POLYDYNE INC.	SLUDGE DEWATERING	5,365.44
201932	11/5/2015 PRAXAIR DISTRIBUTION, INC.	PRAXAIR CYLINDER DEMURRAGE	973.80
201933	11/5/2015 REBECCA FRASER, CONSULTING PLANNER	INITIAL STUDY FOR SCHNOOR BRIDGE	1,625.00
201934	11/5/2015 RIDX PEST CONTROL	PEST CONTROL SVS - 920 SONORA ST	150.00
201935	11/5/2015 RODS POWER	INFLATABLES FOR EGG HUNT	378.00
201936	11/5/2015 SEABURY, COPELAND & ANDERSON	POLICY RENEWAL - CRIME POLICY 15/16	4,477.00
201937	11/5/2015 SEBASTIAN	INTERMODEL OPERATIONS	205.00
201938	11/5/2015 UNIVISION RECEIVABLES CO. LLC	RECYCLING EVENT ADVERTISING	5,655.00
201939	11/5/2015 VILLA GARDENING SERVICE INC	OCTOBER GARDENING SVS ACCORNERO PARK	550.00
201940	11/5/2015 VANTAGEPOINT TRANSFER AGENTS-457	PLAN #302351 CONTRIBS FOR 11/06/15 PR	22,969.94
201941	11/5/2015 WEST COAST ARBORISTS, INC.	STREET TREE MAINTENANCE 09/16- 09/30/15	20,240.00
201942	11/5/2015 WYATT, JOLENE	PER DIEM ADV DISPATCHER UPDATE	241.50
201943	11/6/2015 ADMINISTRATIVE SOLUTIONS INC.	MEDICAL CLAIM FUNDING DEPOSIT	40,000.00
Bank # 1 - Union Bank General Account Total			1,525,691.97



REPORT TO CITY COUNCIL

MEETING DATE: November 18, 2015

AGENDA ITEM NUMBER: B-3

Approved By:


PUBLIC WORKS DIRECTOR


CITY ADMINISTRATOR

SUBJECT:

Consideration of a resolution approving award of agreement for professional engineering services – Urban Water Management Plan, RFP No. 201516-06 to the most responsive and responsible bidder, Provost & Pritchard Engineering Group Inc., dba Provost & Pritchard Consulting Group, in the amount of \$47,082 plus 10% contingency and authorizing the Mayor to sign the agreement on behalf of the City

RECOMMENDATION:

Staff recommends Council adopt the Resolution approving award of the Urban Water Management Plan Professional Services Agreement to Provost & Pritchard Consulting Group in the amount of \$47,082 plus 10% contingency and authorizing the Mayor to sign the agreement on behalf of the City.

SUMMARY:

The City of Madera is required by the State of California to adopt an Urban Water Management Plan (UWMP) which is required to be updated at least every five years with the updated plan submitted to the Department of Water Resources (DWR). This agreement provides professional services to update the existing UWMP last updated in 2010. The City is requesting the update of the plan to include the new 2015 Department of Water Resources reporting requirements, conservation program and water demands reflecting current land use planning for the City.

Funding is available in the Water Utility Maintenance Operation budget for Contracted Services account number 2785-3040.

DISCUSSION:

- A. The City has need for an updated UWMP every 5 years, as mandated by state law.
- B. The City requires the preparation of an updated UWMP from a qualified professional service provider.
- C. The firm of Provost & Pritchard Consulting Group has the necessary experience and qualifications to provide an updated UWMP and provided the best overall proposal. The proposal from this firm addressed Climate Change and Conservation Planning, provides newer methods for calculating conservation targets and has extensive experience in Urban Water Management Planning.

- D. Request for Proposals were mailed and proposals from four firms were received for this project. Provost & Pritchard Consulting Group was selected as the most qualified firm with the best overall proposal for the work. Provost & Pritchard Consulting Group has agreed to provide services as detailed in Exhibit B attached to the agreement for the sum of \$47,082. An additional contingency of 10% is reserved for future activities.

FINANCIAL IMPACT:

This agreement will be financed by money set aside for this purpose in the Dept. 711 - Water Utility Maintenance Operation budget-Contracted Services account number 2785-3040.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Approval of this item is not specifically addressed in the Vision or Action Plans. The requested action is also not in conflict with any of the action or goals contained in those plans.

RESOLUTION NO. 15-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF MADERA, CALIFORNIA, APPROVING AGREEMENT
WITH PROVOST & PRITCHARD ENGINEERING GROUP,
INC. dba PROVOST & PRITCHARD CONSULTING
GROUP TO PROVIDE PROFESSIONAL ENGINEERING
SERVICES AND AUTHORIZING THE MAYOR TO
EXECUTE AGREEMENT ON BEHALF OF THE CITY OF
MADERA**

WHEREAS, the City of Madera (the "City") is in need of a professional services to provide preparation of the mandated update to the Urban Water Management Plan for the City; and

WHEREAS, bids were received and opened on September 30, 2015, for Professional Engineering Services and Provost & Pritchard Consulting Group was the most responsive and responsible bidder with the best overall proposal; and

WHEREAS, Provost & Pritchard Consulting Group is qualified to provide the needed services; and

WHEREAS, an Agreement to provide such services has been prepared and is on file in the Office of the City Clerk and referred to for further particulars.

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

1. The above recitals are true and correct.
2. The bid for Professional Engineering Services is awarded to Provost & Pritchard Consulting Group.
3. The Agreement between Provost & Pritchard Consulting Group and the City is approved.

4. The Mayor of the City of Madera is authorized to execute the Agreement on behalf of the City.
5. This resolution is effective immediately upon adoption.

**AGREEMENT BETWEEN THE CITY OF MADERA AND PROVOST & PRITCHARD
ENGINEERING GROUP, INC. dba PROVOST & PRITCHARD CONSULTING
GROUP FOR PROFESSIONAL SERVICES**

THIS AGREEMENT made and entered into the ____ day of _____, 2015, by and between the CITY OF MADERA, a municipal corporation of the State of California, hereinafter called "CITY" AND PROVOST & PRITCHARD ENGINEERING GROUP, INC dba PROVOST & PRITCHARD CONSULTING GROUP, hereinafter called "Service Provider";

RECITALS:

- A. The City is in need of an updated Urban Water Management Plan.
- B. City requires the preparation of an updated Urban Water Management Plan from a qualified professional Service Provider.
- C. Service Provider is a firm having the necessary experience and qualifications to provide an updated Urban Water Management Plan.

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 urban water management plan analysis and update, 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 November 19, 2015.

2. Obligations, duties and responsibilities of Service Provider. It shall be the duty, obligation and responsibility of the Service Provider, in a skilled and professional manner, to perform, furnish and supply to the City the services and supplies as provided in the RFP attached hereto as Exhibit "A" and responses thereto set forth in Exhibit "B" attached hereto and made a part hereof.

2.1 Regulatory Compliance. The Service Provider, all contractors and subcontractors, if any, shall comply with all federal, state, county and municipal laws, rules and regulations which may be applicable to the work herein described, whether now in existence or hereafter adopted.

3. Commencement and Completion of the Work: The work contemplated herein shall be commenced as soon as possible after receipt of the Notice to Proceed for this agreement.

The Notice to Proceed shall not be issued until the Purchasing Division receives and has on file:

A. This executed agreement.

3.1 CONTRACT DOCUMENTS. The complete contract between the parties hereto consists of this agreement and the following documents which are incorporated herein by this reference:

1. RFP (Exhibit A)
2. Response to RFP (Exhibit B)

All documents specified above are intended to operate so that any work called for in any one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents.

3.2 Force Majeure. Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

4. Service Provider's fees and compensation: amount, how and when payable.

4.1 Fees. For all the work and services, including supplies and equipment, pertaining to the Urban Water Management Plan update and supplies required to be furnished by the Service Provider to the City, City agrees to pay to Service Provider and Service Provider agrees to accept and receive as payment in full the following fees and compensation which shall be known as the "Fee" to be paid as hereinafter set forth.

A. For all items of work and services and for furnishing of supplies, as set forth in the Service Provider's response to RFP incorporated herein as Exhibit "B" attached hereto, City agrees to pay to Service Provider, and Service Provider agrees to accept as payment in full, compensation at the rate set forth in Exhibit "B".

5. Service provider's agreement to hold harmless and insurance requirements.

5.1 Independent contractor. In the furnishing of the services provided herein, the Service Provider is acting as an independent contractor and not as an employee of the City.

5.2 Indemnification and Waivers. Service Provider shall indemnify, save, protect, and hold harmless the City of Madera, the members of the City Council of said City and all other officers, volunteers and employees of said City against and from all claims, suits, actions, demands or liability whatsoever to any person or persons by reason of personal injuries or death or damage or destruction of property caused by or arising out of Service Provider's operations under the terms of this Agreement, or extension thereof, or by Service Provider's failure to comply with any of the terms or provisions of said Agreement. Service Provider shall and does hereby waive any claim against the City of Madera, its officers, volunteers and employees, for any damage to equipment or other property connected with Service Providers operations under this Agreement arising from any cause.

5.3. Insurance. 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 Administrator of the City of Madera. A copy of the City Administrator's requirements for such insurance coverage is attached to the RFP, and is incorporated herein by reference.

6. 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.

7. 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.

8. Termination. This agreement may be terminated by mutual agreement or it may be terminated by the City upon giving thirty (30) days written notice of intent to terminate the agreement.

Notice of termination shall be mailed to the City:

City of Madera
c/o Public Works Operations Director
1030 South Gateway Drive
Madera, CA 93637

To the Service Provider: Provost & Pritchard
Engineering Group
286 W. Cromwell Avenue
Fresno, CA 93711-6162

In the event of such termination, Service Provider shall be paid for work completed to date of termination, and any such work shall become the property of the City and the amount of final fee due and payable by City to Service Provider will be subject to negotiation but in no event less than the fees as set forth in Exhibit "B".

9. Assignment. Neither the City nor the Service Provider will assign its interest in this Agreement without the written consent of the other.

10. Notices. All notices and communications from the City shall be to Service Provider's designated Project Manager. Verbal communications shall be confirmed in writing. All written notices shall be provided and addressed as indicated in Paragraph 8 hereof.

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 _____, California, the day and year first above written.

CITY OF MADERA

Provost & Pritchard Consulting Group
(Service Provider)

BY: _____
Robert L. Poythress, Mayor

BY: David McGlass
PROJECT MANAGER
(Name & Title)

ATTEST:

Sonia Alvarez, City Clerk

APPROVED AS TO FORM:

Brent Richardson, City Attorney



CITY OF MADERA

REQUEST FOR PROPOSALS (RFP)

URBAN WATER MANAGEMENT PLAN

RFP SUBMISSION DATE: SEPTEMBER 30, 2015
BY
3:00 P.M.

PROPOSAL CONTACT:

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

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

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TENTATIVE SCHEDULE: KEY RFP AND PROJECT MILESTONES

Pre-bid Meeting	Thursday, September 10, 2015
Deadline for Submitting RFP Questions	Wednesday, September 23, 2015 by 3:00 p.m.
RFP Submission Date	Wednesday, September 30, 2015 by 3:00 p.m.
Bid Opening	Wednesday, September 30, 2015, 3:05 p.m.
Tentative City Council Approval Date	Wednesday, October 21, 2015

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



REQUEST FOR PROPOSAL

URBAN WATER MANAGEMENT PLAN

RFP 201516-06

August 26, 2015

1. INSTRUCTIONS AND CONDITIONS

- A. No bid proposal will be considered for award unless submitted in the bid format described in this RFP. The bid must be fully complete and executed. Bidders shall send five (5) copies of the completed proposals which will include; four (4) bound and one (1) unbound copies 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 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: URBAN WATER MANAGEMENT PLAN

RFP: 201516-06

FILING DEADLINE: Wednesday, September 30, 2015 - 3:00 PM

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

- B. **Pre-Bid meeting is scheduled for Thursday, September 10, 2015 at 9:00 a.m.** at 1030 South Gateway Drive, Madera, CA. Those interested in attending are **required** to call in advance and reserve a space. To reserve a space, call the Purchasing Office at (559) 661-5463 or e-mail rmccurdy@cityofmadera.com .

Interested proposers are strongly encouraged to attend this meeting.

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

- C. Attention of bidders is especially directed to the specifications which, in addition to the bid proposal and these instructions, are the basis for evaluation and will be part of any agreement with the successful bidder. Any deviations from the specifications in this notice shall be proper reason for rejection of all or any part of the bid proposal.
- D. The City reserves the right to reject or accept any or all bids or parts thereof, and to accept or reject the alternatives individually or jointly, for any reason.
- E. The City reserves the right to consider any minor deviations from the specifications and determine the acceptance or rejection of such deviation. 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 requested in the original proposal.
- F. The City reserves the right to modify this Request for Proposal (RFP) at any time. In the event it becomes necessary to modify or revise the RFP, a written amendment or addenda issued by City's Purchasing-Central Supply Division is the only method which should be relied on with respect to changes to the RFP. 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 on the Purchasing Department tab, the Bid Announcement and Results page.

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

Questions and suggestions concerning the RFP must be submitted in writing no later than 3:00 P.M. Wednesday September 23, 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

FAX: (559) 661-0760

- G. The City of Madera recognizes its policy of providing equal opportunity to all qualified persons and hereby notifies all Proposers that it encourages all Contractors 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 and will not be discriminated against on the grounds of race, color, religious creed, sex or national origin in consideration for award.

- H. 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.

- I. Each bidder shall carefully examine each and every term of this Request for Proposal; and each bidder shall judge all the circumstances and conditions affecting his/her 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 Request for Proposal.

- J. Any bid 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 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 bidder to file a new proposal prior to the time and date set for the Filing Deadline. After the expiration of the time and date for receipt of proposals, a proposal may not be withdrawn or altered.
- K. Issuance of the RFP and receipt of proposals does not commit the City to make an award. 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 change or limit the scope of this project at any time.
- 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. An award will be made as soon as possible after the opening of bids. Bid proposals shall remain valid for at least one hundred-twenty (120) days after the opening of bids. No bid proposal may be withdrawn after the bid opening.
- N. 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.
- O. 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.

P. The successful bidder shall enter into a formal agreement with City which will be very similar in content to Exhibit "B" "Draft" agreement which is provided for information purposes only and to help clarify City intent relevant to this RFP.

Q. A Certificate of Insurance in accordance with the Insurance Requirements for Service Providers document included in this RFP as Exhibit "A" will be required.

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

R. All questions concerning this notice or the bid specifications should be directed to Becky McCurdy, Procurement Services Manager, City of Madera, Purchasing-Central Supply, 1030 South Gateway Drive, Madera, California 93637; telephone 559-661-5463; e-mail: rmccurdy@cityofmadera.com.

2. BACKGROUND INFORMATION

The City of Madera is seeking proposals from qualified firms for the preparation of its 2015 Urban Water Management Plan. The objective of an Urban Water Management Plan is to assist the City in planning for and meeting future water demands from its system. Beginning in December 1985, urban water agencies that had either 3,000 or more connections or that delivered 3,000 or more acre feet per year were required to submit water management plans to the Department of Water Resources in response to the Urban Water Management Planning Act of 1983. The Act requires a plan be updated at least every five years. Plans are due to the Department of Water Resources no later than December 31, 2015.

The City of Madera last prepared an Urban Water Management Plan update in 2010. The City is requesting an update of its 2010 Urban Water Management Plan to include the new 2015 Department of Water Resources reporting requirements, conservation program and water demands reflecting current land use planning for the City. Information collected through the preparation of a Water Conservation Master Plan will be available to supplement the demand management measures portion of the Urban Water Management Plan.

Proposals and subsequent interviews, if necessary, will be used to select a firm for this project. The available information, scope of work, proposal requirements, and schedule are presented below.

3. SCOPE OF WORK

PROJECT OBJECTIVES

The chosen firm will need to update the City of Madera's existing 2010 Urban Water Management Plan in accordance with the Urban Water Management Planning Act of 1983, as

amended, meeting all objectives established by the California Department of Water Resources. The Scope of Services for the 2015 Urban Water Management Plan includes the following:

Task 1 – Data Collection and Review

A. Research, identify and review existing data that is available. This includes:

- a. Maps
- b. Reports
- c. General Plans
- d. Specific Plans
- e. Any other records necessary to develop the Plan using current data

Task 2 – Preparation of 2015 Urban Water Management Plan

A. Follow 2015 DWR guidelines and include the following:

- a. Assist City in coordination of plan with other agencies.
- b. Service area information with a 20-year projection
 - i. Population
 - ii. Climate
 - iii. Housing density, development, and income levels, etc.
- c. Water sources
 - i. Current and planned surface water supplies.
 - ii. Groundwater supplies
 - 1. Pumping rights
 - 2. Amount of groundwater pumped
 - 3. Amount of groundwater projected to be pumped
- d. Reliability of Supply
 - i. Supply reliability in acre feet/year
 - ii. Basis of water year data
 - iii. Factors resulting in inconsistency of supply
- e. Water transfer and exchange opportunities
- f. Water use by customer type using a 20-year projection
 - i. Sales to other agencies
 - ii. Additional water uses and losses
 - iii. Total water uses
- g. Demand Management Measures
 - i. Measurement of 14 Best Management Practices as established by the California Urban Water Conservation Council.

- h. Evaluation of Demand Management Measures not implemented
- i. Planned water supply projects and programs
- j. Development of desalinated water (expected to not be a project to consider for the City)
- k. Current or projected supply
- l. Water shortage contingency plan
- m. Recycled water plan
- n. Water quality impacts on reliability
- o. Water service reliability

Available Information

The following documents are available for review:

- City of Madera Water 2010 Urban Water Management Plan.
- Access the Municipal Code as it relates to water and watering regulations is available on the City website www.madera-ca.gov on the City Clerk's pages.

Task 3 – Meetings and Presentations

Selected firm will agree to attend up to four meetings to discuss data and internal review comments.

Telephone calls and electronic methods of communication will happen as normal course of business and will not be counted against the meeting schedule.

Selected firm shall also plan on attending one review meeting with the Madera City Council. City staff will make presentations with consultant to provide backup as necessary.

Task 4 – Submittals

An electronic copy of the first review of the report shall be provided along with 6 hard copies for review.

Twenty (20) copies of the final report shall be prepared by the selected firm for distribution by the City of Madera.

An electronic file of the final approved report shall be provided to the City of Madera in both PDF and Word format.

4. Proposal Requirements and Conditions

Proposals shall include two elements. The first element includes the proposer's qualifications, past-project examples, references, and personnel information. The second element involves the proposer's specific proposal.

1.0 Qualifications Element

The following items shall be included in the Qualifications Element of the Proposal:

A. Binding Transmittal Letter (two pages maximum)

Proposal shall include a transmittal letter signed by a party authorized to obligate the proposer to perform the commitments included in the proposal. The letter must also identify the contact person for future communications. The letter should discuss the proposers overall qualifications and ability to support the City in meeting its goals and objectives, as well as a statement agreeing to comply with all City and other governing bodies' rules and regulations if awarded the contract. The letter must state a 120-day validity period of the proposal.

B. Qualifications

Proposal must provide information that clearly demonstrates the ability of the proposer to fully deliver the scope of services outlined in Section 3, Scope of Work. Outline your firm's qualifications for providing the services requested. List no more than 5 municipalities of at least 50,000 population for who you have provided similar services in the past. Describe the scope of each agency's project in your narrative and provide the name and phone number of the contact person at each agency.

C. Personnel Information

Provide a complete listing of all staff proposed to work on this project, including copies of their resumes and their titles. Any use of subcontractors should be separately identified and the tasks to which they will be assigned must be shown as well. The means of controlling and supervising the work of subcontractors must be shown in the proposal.

D. References

Proposals shall include at least three recent (within past five years) references for other similar agency projects. Also provide contact names, titles, addresses, phone numbers, and email addresses for those agencies.

2.0 Proposal Elements

In addition to the information requested in this RFP, each proposal shall contain a breakdown of the costs/man hours for each task in section 3. Scope of Work.

5. Selection Criteria

A Selection Committee will review and evaluate all proposals after formal receipt. To receive proper consideration, the proposal must meet the requirements of this RFP and these Specifications. The evaluation process will provide credit only for those capabilities and advantages which are clearly stated in the proposers written proposals. In other words, advantages which are not stated will not be considered in the evaluation process.

All proposals will be evaluated by a Selection Committee appointed by the City, It will be their responsibility to make the final recommendations in accordance with the award criteria enumerated below.

The proposals will be evaluated based on the following criteria:

Criterion Value

Cost effectiveness of the proposal	60 points
Qualifications and experience	40 points

Any award shall be on the basis of the criteria specified and made to the proposer whose proposal is judged as providing the best value in meeting the interests of the City.

The proposer agrees that the City may have sixty (60) days to accept or reject proposals. It is further understood that, if the proposer to whom any award is made fails to enter into Project documents as provided in the Specifications, award may be made to another proposer, who shall be bound to perform as if she/he had received the award in the first instance.

Any questions or concerns relating to this RFP shall be directed to the Procurement Services Manager, City of Madera, Purchasing-Central Supply (see Section 1.) If necessary, an appropriate addendum will be issued to all proposers stating revisions, deletions, or additions to be made to the Specifications as a result of any inquiries. The City will not be responsible for verbal responses made by any parties including the designated contact and/or her/his designee. All questions should be submitted in writing and sent via fax to (559) 661-0760 or email to rmccurdy@cityofmadera.com.

Before an award is made, any contact with City staff, other than the designated contact or his/her designee(s), without prior written authorization is strictly prohibited and may render the proposer non-responsive.

SIGNATURE PAGE

By my signature on this proposal I certify, under penalty of perjury, that the statements contained in this proposal are true and correct.

PROPOSAL SUBMITTED BY:

Firm Phone _____

Fax _____

Email _____

(Corp) (Individual) (Partner) (Other) _____

Business Address:

City _____

State _____

Zip Code _____

By: _____

Signature of Authorized Person

Type or Print Name of Authorized Person and Title

Federal Tax I.D. No.:

Date: _____

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

* * * * *

8. Exhibits

- A. Insurance and indemnification
- B. Draft Agreement

EXHIBIT A:

INSURANCE AND INDEMNIFICATION

Insurance Requirements for Consultants

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his/her agents, representatives, or employees.

Minimum Scope and Limits of Insurance

Consultant shall maintain limits no less than:

- \$1,000,000 General Liability (including operations, products and completed operations) per occurrence for bodily injury, personal injury and property damage at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage (occurrence Form CG 00 01).
- \$1,000,000 Automobile Liability per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 covering Automobile Liability, code 1 (any auto).
- Worker's Compensation as required by the State of California.
- \$1,000,000 Employer's Liability per accident for bodily injury or disease.
- \$1,000,000 Errors & Omissions Liability appropriate to the consultant's profession. Architect's and Engineer's coverage is to be endorsed to include contractual liability.

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

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

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

- The entity, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the consultant; and with respect to liability arising out of work or operations performed by or on behalf of the consultant. General Liability coverage can be provided with one of two endorsement options: 1) in the form of an additional insured endorsement to the Consultant's insurance, or as a separate owner's policy (CG 20 10 11 85

or its equivalent language) OR 2) a CG 20 37 10 01 along with CG 20 10 10 01 endorsement forms or their equivalent language.

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

Waiver of Subrogation

Consultant hereby agrees to waive subrogation which any insurer of Consultant may acquire from Consultant by virtue of the payment of any loss. Consultant 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 entity for all work performed by the Consultant, its agents, employees, independent contractors and subcontractors.

Acceptability of Insurers

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

Verification of Coverage

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

Subcontractors

Consultant 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.

EXHIBIT B

AGREEMENT BETWEEN THE CITY OF MADERA AND _____ FOR PROFESSIONAL SERVICES

THIS AGREEMENT made and entered into the ____ day of ____, 20__, by and between the CITY OF MADERA, a municipal corporation of the State of California, hereinafter called "CITY" AND _____, hereinafter called "Service Provider";

RECITALS:

- A. The City is in need of an updated Urban Water Management Plan.
- B. City requires the preparation of an updated Urban Water Management Plan from a qualified professional Service Provider.
- C. Service Provider is a firm having the necessary experience and qualifications to provide an updated Urban Water Management Plan.

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 urban water management plan analysis and update, 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 _____, 20__.

2. Obligations, duties and responsibilities of Service Provider. It shall be the duty, obligation and responsibility of the Service Provider, in a skilled and professional manner, to perform, furnish and supply to the City the services and supplies as provided in the RFP attached hereto as Exhibit "A" and responses thereto set forth in Exhibit "B" attached hereto and made a part hereof.

2.1 Regulatory Compliance. The Service Provider, all contractors and subcontractors, if any, shall comply with all federal, state, county and municipal laws, rules and regulations which may be applicable to the work herein described, whether now in existence or hereafter adopted.

3. Commencement and Completion of the Work: The work contemplated herein shall be commenced as soon as possible after receipt of the Notice to Proceed for this agreement.

The Notice to Proceed shall not be issued until the Purchasing Division receives and has on file:

A. This executed agreement.

3.1 CONTRACT DOCUMENTS. The complete contract between the parties hereto consists of this agreement and the following documents which are incorporated herein by this reference:

1. RFP (Exhibit A)
2. Response to RFP (Exhibit B)

All documents specified above are intended to operate so that any work called for in any one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents.

3.2 Force Majeure. Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

4. Service Provider's fees and compensation: amount, how and when payable.

4.1 Fees. For all the work and services, including supplies and equipment, pertaining to the Urban Water Management Plan update and supplies required to be furnished by the Service Provider to the City, City agrees to pay to Service Provider and Service Provider agrees to accept and receive as payment in full the following fees and compensation which shall be known as the "Fee" to be paid as hereinafter set forth.

A. For all items of work and services and for furnishing of supplies, as set forth in the Service Provider's response to RFP incorporated herein as Exhibit "B" attached hereto, City agrees to pay to Service Provider, and Service Provider agrees to accept as payment in full, compensation at the rate set forth in Exhibit "B".

5. Service provider's agreement to hold harmless and insurance requirements.

5.1 Independent contractor. In the furnishing of the services provided herein, the Service Provider is acting as an independent contractor and not as an employee of the City.

5.2 Indemnification and Waivers. Service Provider shall indemnify, save, protect, and hold harmless the City of Madera, the members of the City Council of said City and all other officers, volunteers and employees of said City against and from all claims, suits, actions, demands or liability whatsoever to any person or persons by reason of personal injuries or death or damage or destruction of property caused by or arising out of Service Provider's operations under the terms of this Agreement, or extension thereof, or by Service Provider's failure to comply with any of the terms or provisions of said Agreement. Service Provider shall and does hereby waive any claim against the City of Madera, its officers, volunteers and employees, for any damage to equipment or other property connected with Service Providers operations under this Agreement arising from any cause.

5.3. Insurance. 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 Administrator of the City of Madera. A copy of the City Administrator's requirements for such insurance coverage is attached to the RFP.

6. 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.

7. 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.

8. Termination. This agreement may be terminated by mutual agreement or it may be terminated by the City upon giving thirty (30) days written notice of intent to terminate the agreement.

Notice of termination shall be mailed to the City:

City of Madera
c/o Public Works Operations Director
1030 South Gateway Drive
Madera, CA 93637

To the Service Provider:

In the event of such termination, Service Provider shall be paid for work completed to date of termination, and any such work shall become the property of the City and the amount of final fee due and payable by City to Service Provider will be subject to negotiation but in no event less than the fees as set forth in Exhibit "B".

9. Assignment. Neither the City nor the Service Provider will assign its interest in this Agreement without the written consent of the other.

10. Notices. All notices and communications from the City shall be to Service Provider's designated Project Manager. Verbal communications shall be confirmed in writing. All written notices shall be provided and addressed as indicated in Paragraph 8 hereof.

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 _____, California, the day and year first above written.

CITY OF MADERA

BY: _____
Robert L. Poythress, Mayor

(Service Provider
BY: _____
(Name & Title)

ATTEST:

Sonia Alvarez, City Clerk

APPROVED AS TO FORM:

Joel Brent Richardson, City Attorney

City of Madera Urban Water Management Plan



Proposal
September 30, 2015

EST. 1968
**PROVOST &
PRITCHARD**
CONSULTING GROUP
An Employee Owned Company

September 30, 2015

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

RE: Request for Proposal – Urban Water Management Plan

Dear Ms. McCurdy:

Along with the other urban water purveyors in the state, the City of Madera is required to prepare a 2015 update to its Urban Water Management Plan (UWMP) for submission prior to July 1, 2016. Provost & Pritchard Consulting Group has been working for years with public agencies to respond to state and federal requirements to report on water supply and usage management plans and has prepared many similar plans. Our team is committed to providing quality engineering services for the efficient preparation of the City's 2015 UWMP update.

Within this proposal, you will see that our project team:

- **Is a team with recent, relevant experience with municipal water processes and water resources.** Provost & Pritchard has been involved with many water supply studies in the Madera region, including the 2014 Madera Integrated Regional Water Management Plan, the 2014 Madera Regional Groundwater Management Plan, the earlier Madera Water District Groundwater Management Plan, the Root Creek Water District Groundwater Management Plan, and water supply assessments for Central Green Water Company, Riverstone Development, and Tesoro Viejo.

From our involvement in these plans and studies, our project team is familiar with the water management issues, concerns and priorities within the City including impacts of growth on water system redundancy, groundwater overdraft, impacts of surrounding groundwater pumping on the City's groundwater supplies, and the need to stabilize groundwater levels to satisfy the requirements of the Sustainable Groundwater Management Act. In addition, our project team will incorporate consideration of increased groundwater recharge through stormwater capture, and will consider groundwater quality issues at certain wells.

- **Has tremendous urban water resources knowledge and diverse experience, a solid understanding of the region's water supply issues, and a proven track record of implementing activities that meet state requirements while providing tangible and practical solutions.** Our proposed project manager, Owen Kubit, has assisted water agencies and cities in the preparation and implementation of Urban Water Master Plans, groundwater management plans, and water conservation measures within their boundaries for many years.

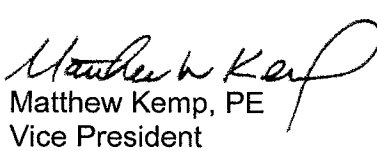
- Has been involved directly with UWMP planning and preparation for the South San Joaquin Irrigation District, City of Clovis, City of Porterville, City of California City, and Bakman Water Company, and provided technical review of the Tehachapi Area Urban Water Management Plan. Provost & Pritchard also has developed tools such as Word templates and Excel spreadsheets specific to UWMPs that we will be able to utilize for the City's project. Utilizing these tools will improve the speed, efficiency and accuracy of our work. With our team's success in obtaining UWMP approval from the Department of Water Resources (DWR), Provost & Pritchard understands their expectations and anticipates that the submitted UWMP will require little to no revisions following the DWR's review.

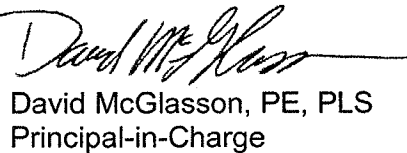
With Provost & Pritchard's extensive experience in urban water management planning, the City will truly benefit from our past experiences and qualified staff. We will efficiently and effectively develop your UWMP update, and ultimately a program to assist the City in meeting state requirements, conserving water, planning for water shortages, identifying and planning water projects, and facing the water challenges of tomorrow.

If you have any questions and for future communications, please contact Mr. Kubit at (559) 449-2700 or email okubit@ppeng.com. David McGlasson, PE, PLS will serve as the principal authorized to obligate Provost & Pritchard to perform the commitments included in this proposal. Provost & Pritchard agrees to comply with all City and other governing bodies' rules and regulations if awarded the contract. This proposal is valid for 120 days.

Thank you for considering us to be part of your team.

Respectfully,


Matthew Kemp, PE
Vice President


David McGlasson, PE, PLS
Principal-in-Charge


Owen Kubit, PE
Project Manager

City of Madera

Urban Water Management Plan

Proposal

September 30, 2015

Prepared for:
City of Madera
Purchasing – Central Supply
Becky McCurdy, Procurement Services Manager
1030 South Gateway Drive • Madera, California 93637

Submitted by:
Provost & Pritchard Consulting Group
286 W. Cromwell Avenue • Fresno, California 93711
Telephone: (559) 449-2700 • Fax: (559) 449-2715
Website: www.ppeng.com

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Request for Proposal

SIGNATURE PAGE

By my signature on this proposal I certify, under penalty of perjury, that the statements contained in this proposal are true and correct.

PROPOSAL SUBMITTED BY:

Provost & Pritchard Engineering Group, Inc., dba Provost & Pritchard Consulting Group

Firm Phone (559) 449-2700

Fax (559) 449-2715

Email okubit@ppeng.com

(Corp) (Individual) (Partner) (Other) California Corporation

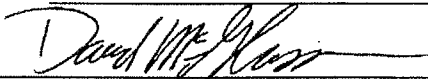
Business Address:

286 W. Cromwell Avenue

City Fresno

State California

Zip Code 93711

By: 
Signature of Authorized Person

David McGlasson, PE, PLS, Principal-in-Charge

Type or Print Name of Authorized Person and Title

94-2187078

Federal Tax I.D. No.:

Date: September 28, 2015

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

* * * * *



CITY OF MADERA

REQUEST FOR PROPOSALS (RFP)

URBAN WATER MANAGEMENT PLAN

RFP SUBMISSION DATE: SEPTEMBER 30, 2015

BY

3:00 P.M.

PROPOSAL CONTACT:

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

Phone: (559) 661-5463

FAX: (559) 661-0760

Email: rmccurdy@cityofmadera.com

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TENTATIVE SCHEDULE: KEY RFP AND PROJECT MILESTONES

Pre-bid Meeting	Thursday, September 10, 2015
Deadline for Submitting RFP Questions	Wednesday, September 23, 2015 by 3:00 p.m.
RFP Submission Date	Wednesday, September 30, 2015 by 3:00 p.m.
Bid Opening	Wednesday, September 30, 2015, 3:05 p.m.
Tentative City Council Approval Date	Wednesday, October 21, 2015

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



REQUEST FOR PROPOSAL

URBAN WATER MANAGEMENT PLAN

RFP 201516-06

August 26, 2015

1. INSTRUCTIONS AND CONDITIONS

- A. No bid proposal will be considered for award unless submitted in the bid format described in this RFP. The bid must be fully complete and executed. Bidders shall send five (5) copies of the completed proposals which will include; four (4) bound and one (1) unbound copies 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 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: URBAN WATER MANAGEMENT PLAN

RFP: 201516-06

FILING DEADLINE: Wednesday, September 30, 2015 - 3:00 PM

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

- B. **Pre-Bid meeting is scheduled for Thursday, September 10, 2015 at 9:00 a.m.** at 1030 South Gateway Drive, Madera, CA. Those interested in attending are **required** to call in advance and reserve a space. To reserve a space, call the Purchasing Office at (559) 661-5463 or e-mail rmccurdy@cityofmadera.com .

Interested proposers are strongly encouraged to attend this meeting.

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

- C. Attention of bidders is especially directed to the specifications which, in addition to the bid proposal and these instructions, are the basis for evaluation and will be part of any agreement with the successful bidder. Any deviations from the specifications in this notice shall be proper reason for rejection of all or any part of the bid proposal.
- D. The City reserves the right to reject or accept any or all bids or parts thereof, and to accept or reject the alternatives individually or jointly, for any reason.
- E. The City reserves the right to consider any minor deviations from the specifications and determine the acceptance or rejection of such deviation. 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 requested in the original proposal.
- F. The City reserves the right to modify this Request for Proposal (RFP) at any time. In the event it becomes necessary to modify or revise the RFP, a written amendment or addenda issued by City's Purchasing-Central Supply Division is the only method which should be relied on with respect to changes to the RFP. 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 on the Purchasing Department tab, the Bid Announcement and Results page.

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

Questions and suggestions concerning the RFP must be submitted in writing no later than 3:00 P.M. Wednesday September 23, 2015. Written questions or inquiries 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

FAX: (559) 661-0760

- G. The City of Madera recognizes its policy of providing equal opportunity to all qualified persons and hereby notifies all Proposers that it encourages all Contractors 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 and will not be discriminated against on the grounds of race, color, religious creed, sex or national origin in consideration for award.

- H. 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.

- I. Each bidder shall carefully examine each and every term of this Request for Proposal; and each bidder shall judge all the circumstances and conditions affecting his/her 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 Request for Proposal.

- J. Any bid 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 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 bidder to file a new proposal prior to the time and date set for the Filing Deadline. After the expiration of the time and date for receipt of proposals, a proposal may not be withdrawn or altered.
- K. Issuance of the RFP and receipt of proposals does not commit the City to make an award. 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 change or limit the scope of this project at any time.
- 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. An award will be made as soon as possible after the opening of bids. Bid proposals shall remain valid for at least one hundred-twenty (120) days after the opening of bids. No bid proposal may be withdrawn after the bid opening.
- N. 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.
- O. 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.

P. The successful bidder shall enter into a formal agreement with City which will be very similar in content to Exhibit "B" "Draft" agreement which is provided for information purposes only and to help clarify City intent relevant to this RFP.

Q. A Certificate of Insurance in accordance with the Insurance Requirements for Service Providers document included in this RFP as Exhibit "A" will be required.

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

R. All questions concerning this notice or the bid specifications should be directed to Becky McCurdy, Procurement Services Manager, City of Madera, Purchasing-Central Supply, 1030 South Gateway Drive, Madera, California 93637; telephone 559-661-5463; e-mail: rmccurdy@cityofmadera.com.

2. BACKGROUND INFORMATION

The City of Madera is seeking proposals from qualified firms for the preparation of its 2015 Urban Water Management Plan. The objective of an Urban Water Management Plan is to assist the City in planning for and meeting future water demands from its system. Beginning in December 1985, urban water agencies that had either 3,000 or more connections or that delivered 3,000 or more acre feet per year were required to submit water management plans to the Department of Water Resources in response to the Urban Water Management Planning Act of 1983. The Act requires a plan be updated at least every five years. Plans are due to the Department of Water Resources no later than December 31, 2015.

The City of Madera last prepared an Urban Water Management Plan update in 2010. The City is requesting an update of its 2010 Urban Water Management Plan to include the new 2015 Department of Water Resources reporting requirements, conservation program and water demands reflecting current land use planning for the City. Information collected through the preparation of a Water Conservation Master Plan will be available to supplement the demand management measures portion of the Urban Water Management Plan.

Proposals and subsequent interviews, if necessary, will be used to select a firm for this project. The available information, scope of work, proposal requirements, and schedule are presented below.

3. SCOPE OF WORK

PROJECT OBJECTIVES

The chosen firm will need to update the City of Madera's existing 2010 Urban Water Management Plan in accordance with the Urban Water Management Planning Act of 1983, as

amended, meeting all objectives established by the California Department of Water Resources. The Scope of Services for the 2015 Urban Water Management Plan includes the following:

Task 1 – Data Collection and Review

A. Research, identify and review existing data that is available. This includes:

- a. Maps
- b. Reports
- c. General Plans
- d. Specific Plans
- e. Any other records necessary to develop the Plan using current data

Task 2 – Preparation of 2015 Urban Water Management Plan

A. Follow 2015 DWR guidelines and include the following:

- a. Assist City in coordination of plan with other agencies.
- b. Service area information with a 20-year projection
 - i. Population
 - ii. Climate
 - iii. Housing density, development, and income levels, etc.
- c. Water sources
 - i. Current and planned surface water supplies.
 - ii. Groundwater supplies
 - 1. Pumping rights
 - 2. Amount of groundwater pumped
 - 3. Amount of groundwater projected to be pumped
- d. Reliability of Supply
 - i. Supply reliability in acre feet/year
 - ii. Basis of water year data
 - iii. Factors resulting in inconsistency of supply
- e. Water transfer and exchange opportunities
- f. Water use by customer type using a 20-year projection
 - i. Sales to other agencies
 - ii. Additional water uses and losses
 - iii. Total water uses
- g. Demand Management Measures
 - i. Measurement of 14 Best Management Practices as established by the California Urban Water Conservation Council.

- h. Evaluation of Demand Management Measures not implemented
- i. Planned water supply projects and programs
- j. Development of desalinated water (expected to not be a project to consider for the City)
- k. Current or projected supply
- l. Water shortage contingency plan
- m. Recycled water plan
- n. Water quality impacts on reliability
- o. Water service reliability

Available Information

The following documents are available for review:

- City of Madera Water 2010 Urban Water Management Plan.
- Access the Municipal Code as it relates to water and watering regulations is available on the City website www.madera-ca.gov on the City Clerk's pages.

Task 3 – Meetings and Presentations

Selected firm will agree to attend up to four meetings to discuss data and internal review comments.

Telephone calls and electronic methods of communication will happen as normal course of business and will not be counted against the meeting schedule.

Selected firm shall also plan on attending one review meeting with the Madera City Council. City staff will make presentations with consultant to provide backup as necessary.

Task 4 – Submittals

An electronic copy of the first review of the report shall be provided along with 6 hard copies for review.

Twenty (20) copies of the final report shall be prepared by the selected firm for distribution by the City of Madera.

An electronic file of the final approved report shall be provided to the City of Madera in both PDF and Word format.

4. Proposal Requirements and Conditions

Proposals shall include two elements. The first element includes the proposer's qualifications, past-project examples, references, and personnel information. The second element involves the proposer's specific proposal.

1.0 Qualifications Element

The following items shall be included in the Qualifications Element of the Proposal:

A. Binding Transmittal Letter (two pages maximum)

Proposal shall include a transmittal letter signed by a party authorized to obligate the proposer to perform the commitments included in the proposal. The letter must also identify the contact person for future communications. The letter should discuss the proposers overall qualifications and ability to support the City in meeting its goals and objectives, as well as a statement agreeing to comply with all City and other governing bodies' rules and regulations if awarded the contract. The letter must state a 120-day validity period of the proposal.

B. Qualifications

Proposal must provide information that clearly demonstrates the ability of the proposer to fully deliver the scope of services outlined in Section 3, Scope of Work. Outline your firm's qualifications for providing the services requested. List no more than 5 municipalities of at least 50,000 population for who you have provided similar services in the past. Describe the scope of each agency's project in your narrative and provide the name and phone number of the contact person at each agency.

C. Personnel Information

Provide a complete listing of all staff proposed to work on this project, including copies of their resumes and their titles. Any use of subcontractors should be separately identified and the tasks to which they will be assigned must be shown as well. The means of controlling and supervising the work of subcontractors must be shown in the proposal.

D. References

Proposals shall include at least three recent (within past five years) references for other similar agency projects. Also provide contact names, titles, addresses, phone numbers, and email addresses for those agencies.

2.0 Proposal Elements

In addition to the information requested in this RFP, each proposal shall contain a breakdown of the costs/man hours for each task in section 3. Scope of Work.

5. Selection Criteria

A Selection Committee will review and evaluate all proposals after formal receipt. To receive proper consideration, the proposal must meet the requirements of this RFP and these Specifications. The evaluation process will provide credit only for those capabilities and advantages which are clearly stated in the proposers written proposals. In other words, advantages which are not stated will not be considered in the evaluation process.

All proposals will be evaluated by a Selection Committee appointed by the City, It will be their responsibility to make the final recommendations in accordance with the award criteria enumerated below.

The proposals will be evaluated based on the following criteria:

Criterion Value

Cost effectiveness of the proposal	60 points
Qualifications and experience	40 points

Any award shall be on the basis of the criteria specified and made to the proposer whose proposal is judged as providing the best value in meeting the interests of the City.

The proposer agrees that the City may have sixty (60) days to accept or reject proposals. It is further understood that, if the proposer to whom any award is made fails to enter into Project documents as provided in the Specifications, award may be made to another proposer, who shall be bound to perform as if she/he had received the award in the first instance.

Any questions or concerns relating to this RFP shall be directed to the Procurement Services Manager, City of Madera, Purchasing-Central Supply (see Section 1.) If necessary, an appropriate addendum will be issued to all proposers stating revisions, deletions, or additions to be made to the Specifications as a result of any inquiries. The City will not be responsible for verbal responses made by any parties including the designated contact and/or her/his designee. All questions should be submitted in writing and sent via fax to (559) 661-0760 or email to rmccurdy@cityofmadera.com.

Before an award is made, any contact with City staff, other than the designated contact or his/her designee(s), without prior written authorization is strictly prohibited and may render the proposer non-responsive.

SIGNATURE PAGE

By my signature on this proposal I certify, under penalty of perjury, that the statements contained in this proposal are true and correct.

PROPOSAL SUBMITTED BY:

Firm Phone _____

Fax _____

Email _____

(Corp) (Individual) (Partner) (Other) _____

Business Address:

City _____

State _____

Zip Code _____

By: _____

Signature of Authorized Person

Type or Print Name of Authorized Person and Title

Federal Tax I.D. No.:

Date: _____

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

* * * * *

8. Exhibits

- A. Insurance and indemnification
- B. Draft Agreement

EXHIBIT A:

INSURANCE AND INDEMNIFICATION

Insurance Requirements for Consultants

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his/her agents, representatives, or employees.

Minimum Scope and Limits of Insurance

Consultant shall maintain limits no less than:

- \$1,000,000 General Liability (including operations, products and completed operations) per occurrence for bodily injury, personal injury and property damage at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage (occurrence Form CG 00 01).
- \$1,000,000 Automobile Liability per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 covering Automobile Liability, code 1 (any auto).
- Worker's Compensation as required by the State of California.
- \$1,000,000 Employer's Liability per accident for bodily injury or disease.
- \$1,000,000 Errors & Omissions Liability appropriate to the consultant's profession. Architect's and Engineer's coverage is to be endorsed to include contractual liability.

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

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

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

- The entity, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the consultant; and with respect to liability arising out of work or operations performed by or on behalf of the consultant. General Liability coverage can be provided with one of two endorsement options: 1) in the form of an additional insured endorsement to the Consultant's insurance, or as a separate owner's policy (CG 20 10 11 85

or its equivalent language) OR 2) a CG 20 37 10 01 along with CG 20 10 10 01 endorsement forms or their equivalent language.

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

Waiver of Subrogation

Consultant hereby agrees to waive subrogation which any insurer of Consultant may acquire from Consultant by virtue of the payment of any loss. Consultant 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 entity for all work performed by the Consultant, its agents, employees, independent contractors and subcontractors.

Acceptability of Insurers

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

Verification of Coverage

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

Subcontractors

Consultant 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.

EXHIBIT B

AGREEMENT BETWEEN THE CITY OF MADERA AND _____ FOR PROFESSIONAL SERVICES

THIS AGREEMENT made and entered into the ____ day of _____, 20__, by and between the CITY OF MADERA, a municipal corporation of the State of California, hereinafter called "CITY" AND _____, hereinafter called "Service Provider";

RECITALS:

- A. The City is in need of an updated Urban Water Management Plan.
- B. City requires the preparation of an updated Urban Water Management Plan from a qualified professional Service Provider.
- C. Service Provider is a firm having the necessary experience and qualifications to provide an updated Urban Water Management Plan.

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 urban water management plan analysis and update, 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 _____, 20__.

2. Obligations, duties and responsibilities of Service Provider. It shall be the duty, obligation and responsibility of the Service Provider, in a skilled and professional manner, to perform, furnish and supply to the City the services and supplies as provided in the RFP attached hereto as Exhibit "A" and responses thereto set forth in Exhibit "B" attached hereto and made a part hereof.

2.1 Regulatory Compliance. The Service Provider, all contractors and subcontractors, if any, shall comply with all federal, state, county and municipal laws, rules and regulations which may be applicable to the work herein described, whether now in existence or hereafter adopted.

3. Commencement and Completion of the Work: The work contemplated herein shall be commenced as soon as possible after receipt of the Notice to Proceed for this agreement.

The Notice to Proceed shall not be issued until the Purchasing Division receives and has on file:

A. This executed agreement.

3.1 CONTRACT DOCUMENTS. The complete contract between the parties hereto consists of this agreement and the following documents which are incorporated herein by this reference:

1. RFP (Exhibit A)
2. Response to RFP (Exhibit B)

All documents specified above are intended to operate so that any work called for in any one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents.

3.2 Force Majeure. Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

4. Service Provider's fees and compensation: amount, how and when payable.

4.1 Fees. For all the work and services, including supplies and equipment, pertaining to the Urban Water Management Plan update and supplies required to be furnished by the Service Provider to the City, City agrees to pay to Service Provider and Service Provider agrees to accept and receive as payment in full the following fees and compensation which shall be known as the "Fee" to be paid as hereinafter set forth.

A. For all items of work and services and for furnishing of supplies, as set forth in the Service Provider's response to RFP incorporated herein as Exhibit "B" attached hereto, City agrees to pay to Service Provider, and Service Provider agrees to accept as payment in full, compensation at the rate set forth in Exhibit "B".

5. Service provider's agreement to hold harmless and insurance requirements.

5.1 Independent contractor. In the furnishing of the services provided herein, the Service Provider is acting as an independent contractor and not as an employee of the City.

5.2 Indemnification and Waivers. Service Provider shall indemnify, save, protect, and hold harmless the City of Madera, the members of the City Council of said City and all other officers, volunteers and employees of said City against and from all claims, suits, actions, demands or liability whatsoever to any person or persons by reason of personal injuries or death or damage or destruction of property caused by or arising out of Service Provider's operations under the terms of this Agreement, or extension thereof, or by Service Provider's failure to comply with any of the terms or provisions of said Agreement. Service Provider shall and does hereby waive any claim against the City of Madera, its officers, volunteers and employees, for any damage to equipment or other property connected with Service Providers operations under this Agreement arising from any cause.

5.3. Insurance. 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 Administrator of the City of Madera. A copy of the City Administrator's requirements for such insurance coverage is attached to the RFP.

6. 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.

7. 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.

8. Termination. This agreement may be terminated by mutual agreement or it may be terminated by the City upon giving thirty (30) days written notice of intent to terminate the agreement.

Notice of termination shall be mailed to the City:

City of Madera
c/o Public Works Operations Director
1030 South Gateway Drive
Madera, CA 93637

To the Service Provider: _____

In the event of such termination, Service Provider shall be paid for work completed to date of termination, and any such work shall become the property of the City and the amount of final fee due and payable by City to Service Provider will be subject to negotiation but in no event less than the fees as set forth in Exhibit "B".

9. Assignment. Neither the City nor the Service Provider will assign its interest in this Agreement without the written consent of the other.

10. Notices. All notices and communications from the City shall be to Service Provider's designated Project Manager. Verbal communications shall be confirmed in writing. All written notices shall be provided and addressed as indicated in Paragraph 8 hereof.

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 _____, California, the day and year first above written.

CITY OF MADERA

BY: _____
Robert L. Poythress, Mayor

(Service Provider
BY: _____
(Name & Title)

ATTEST:

Sonia Alvarez, City Clerk

APPROVED AS TO FORM:

Joel Brent Richardson, City Attorney

1. Qualifications Element

1. Qualifications Element

Qualifications

Firm Overview

In 1968, Provost & Pritchard Consulting Group began a tradition of engineering excellence in the San Joaquin Valley. Over the course of 47 years, Provost & Pritchard has grown in size, services offered, and geography with office locations in Fresno, Clovis, Visalia, Bakersfield, Modesto, Los Banos, and Chico, California. With over 140 employees, our staff is diverse in their specialties, including civil and agricultural engineers, hydrogeologists, environmental specialists, planners, land surveyors, construction managers and field representatives, and support personnel. With a tradition rooted in California's water resources, Provost & Pritchard staff have on-point expertise to provide services related to long-term water resource planning. With a long history of working with water agencies throughout Madera County, Provost & Pritchard knows the local water supply resources and constraints.

With a long history of working with water agencies throughout Madera County, Provost & Pritchard knows the local water supply resources and constraints.

Similar Experience

Provost & Pritchard has assisted many water agencies with the preparation of voluntary and mandatory water conservation/management plans since the 1980s. Provost & Pritchard's water resource engineers bring a wealth of experience with both cutting-edge (water audit and system loss analysis) and "tried and true" urban water conservation measures (preparation and modification of water shortage contingency plans) developed through years of design, evaluation, and management of municipal facilities.

Provost & Pritchard has considerable local experience in Madera County and has a thorough understanding of the local water supplies. Provost & Pritchard has worked on a number of recent water supply studies in the Madera region, including several that involved the City of Madera. These include:

- Madera Integrated Regional Water Management Plan
- Madera Regional Groundwater Management Plan
- Madera Water District Groundwater Management Plan
- Root Creek Water District Groundwater Management Plan
- Central Green Water Company Water Supply Assessment, Madera County
- Riverstone Development (formerly Gateway Village) Water Supply Assessment, Madera County
- Tesoro Viejo Water Supply Assessment, Madera County

Provost & Pritchard's urban water management planning includes addressing water availability and quality, water sources, and water needs for future development, and incorporating strategies that will maximize efficiency of existing allocation, procure new water sources and address water contamination issues.

As a result of this work, the Provost & Pritchard team are very familiar with the City's groundwater based supplies. Provost & Pritchard is also familiar with several water management issues, concerns and priorities in the City of Madera, including:

- Impacts of growth on water system redundancy
- Groundwater overdraft
- Impact of surrounding groundwater pumping on City groundwater supplies

- Need to stabilize groundwater levels to satisfy requirements of the Sustainable Groundwater Management Act
- Desire to increase groundwater recharge through purchasing surplus surface waters
- Desire to maximize recharge from captured stormwater
- Groundwater quality issues at certain wells
- Desire to maximize benefits of recycled water, and receive credit for recycled water used directly or for recharge
- Desire to maximize benefits from regional water management efforts
- Meeting UWMP and target per-capita requirements to maintain grant eligibility

Below is a comprehensive list of Provost & Pritchard's experience as it relates to the preparation of various water management plans. These projects addressed water availability and quality, water sources, and water needs for future development, and included strategies to maximize efficiency of existing allocation, procure new water sources and address water contamination issues.

Water Management Planning Projects

Urban Water Management Plans	City of California City (population 13,223)
	City of Clovis (population 99,769)
	City of Porterville (population 55,174)
	South San Joaquin Irrigation District (serves 189,400)
	Bakman Water Company (Fresno) (serves approximately 50,000)
	Tehachapi Area Urban Water Management Plan, Technical Review (population 63,712)
	City of Los Banos (2015 update in progress; population 36,822)
	City of Fresno (2015 update in progress; population 509,924)
	Kern County Water Agency Improvement District No. 4 (2015 update in progress; serves approximately 72,700)

Water Management Planning Projects

Agricultural Water Management Plans	Berrenda Mesa Water District
	Columbia Canal Company
	Lost Hills Water District
	Arvin-Edison Water Storage District
	Buena Vista Water Storage District
	City of San Joaquin
	Delano-Earlimart Irrigation District
	Fresno Area Regional Groundwater Management Group
	Fresno Irrigation District
	Fresno Slough Water District
Groundwater Management Plans	Hills Valley Water District
	James Irrigation District
	Kings County Water District
	Laguna Irrigation District
	Liberty Canal Company
	Madera County (JPA with Madera Irrigation District, Chowchilla Water District, City of Madera and South East Madera County United)
	Mid Valley Water District
	Orange Cove Irrigation District
	Pleasant Valley Water District
	Root Creek Water District
Integrated Regional Water Management Plans	Shafter-Wasco Irrigation District
	Stanislaus and Tuolumne Rivers Groundwater Basin Association
	Tranquillity Irrigation District
	Tri-Valley Water District
	Tulare Irrigation District
	Kaweah Delta Water Conservation District
	Kern County Water Agency
	Madera Regional Water Management Group
	Sequoia Riverlands Trust
	Southern Sierra Regional Water Management Group
Integrated Regional Water Management Plans	Upper Kings Basin Integrated Regional Water Management Plan Authority

1. Qualifications Element

Water Management Planning Projects

Water Management Plans	Bella Vista Water District
	Belridge Water Storage District
	Dudley Ridge Water District
	Grassland Water District
	James Irrigation District
	Kern County Water Agency
	Lost Hills Water District
	San Luis Water District
Water Strategic Planning	Tranquillity Irrigation District
	Fresno Irrigation District
	Oakdale Irrigation District
	Tulare Irrigation District
Water Supply Assessments	Westlands Water District
	Central Green Water Company, Madera County
	Clovis Community Hospital, Clovis
	Crossroads Shopping Center, Bakersfield
	Friant Ranch Specific Plan, Fresno County
	Gateway Village Specific Plan, Madera County
	Harlan Ranch Subdivision, Clovis
	Loma Vista Community Center, Clovis
	Stockdale Ranch Planned Development, Bakersfield
	Tesoro Viejo Specific Plan, Madera County
	Tract 5891 Subdivision, Fresno
	West Ming Planned Development, Bakersfield
	Yokohl Ranch Specific Plan (Draft), Tulare County

An example of projects in further detail for which Provost & Pritchard has provided urban water management planning services include:

2010 Urban Water Management Plan

City of Clovis, California

Provost & Pritchard prepared the five-year update to the UWMP for Clovis, California. The report includes historical data, analysis of current water usage quantities and potential solutions for water conservation, projection of future water usages and effects of conservative efforts. Also included were detailed calculations of target conservation goals for the City to comply with water conservation legislation which imposes

a 20 percent reduction by year 2020. Discussions were held with the City regarding alternate conservation measures to attain the conservation goal as the City's calculated water demand baseline reflects metered water usage; the results of these discussions are illustrated through the Demand Management Measures selected for implementation by the City. The report was adopted by the City and approved by the Department of Water Resources (DWR).

Agency Contact: Lisa Koehn, Assistant Public Utilities Director, City of Clovis; Telephone: (559) 324-2607



Provost & Pritchard prepared the five-year update to the UWMP for the City of Clovis. The report includes historical data, analysis of current water usage quantities and potential solutions for water conservation, projection of future water usages and effects of conservative efforts.

2010 Urban Water Management Plan

Bakman Water Company, Fresno County, California

The project involved preparing the five-year update to the UWMP for Bakman Water Company. The report included historical and current water supply and demand data and development of solutions for water conservation, projection of future water supplies and demands including anticipated demand reductions based on implementation of conservation measures. The UWMP also includes analysis and discussion of target conservation goals to comply with interim (15 percent) and ultimate (20 percent) reductions in water demands, as mandated by State legislation. A new Water Shortage Contingency Plan was developed and included in the UWMP. The report was adopted by Bakman and approved by the DWR.

Agency Contact: Tim Bakman, President, Bakman Water Company; Telephone: (559) 255-0324

2010 Urban Water Management Plan

South San Joaquin Irrigation District, San Joaquin County, California

Provost & Pritchard was responsible for preparing an UWMP for a wholesale water agency in San Joaquin County, California. The plan was prepared according to California Department of Water Resources' 2010 guidelines for Urban Water Management Plans. The primary goal of the plan was to evaluate water supplies and demands over a 20-year planning horizon. Scope of work included: public outreach, collecting water demand projections from retail water agencies, performing a water reliability analysis based on river hydrology and anticipated future water demands, documenting water shortage contingency plans, and addressing demand management measures applicable to wholesale water agencies. Challenges included coordinating efforts with the five local cities that the district serves. The UWMP was adopted by the District and approved by the DWR.

Agency Contact: Steve Emrick, General Counsel, South San Joaquin Irrigation District; Telephone: (209) 249-4613

2010 Urban Water Management Plan

City of California City, California

The project involved preparing the five-year update to the UWMP for California City, California, a community of approximately 10,000 residents, located in the high desert of California. The City's primary water supply is groundwater wells, and supplemental treated surface water is supplied by Antelope Valley-East Kern Water Agency (AVEK). The report includes relevant discussions on the City's historical and current water supply and demand quantities, possible conservation measures, anticipated future supply and demand data and the effect implementing conservation measures. The report also includes discussion on the City's climate and local soil characteristics as they relate to water use, conservation and system losses. The City's Water Shortage Contingency Plan was reviewed and included in the UWMP also. As required legislatively, the report includes a discussion on target conservation goals, both interim (15 percent by 2015) and ultimate (20 percent by 2020). The report was adopted by the City and approved by the DWR.

Agency Contact: Tom Weil, City Manager, City of California City; Telephone: (760) 373-7170

Technical Review of Tehachapi Area Urban Water Management Plan

Golden Hills Community Services District, Tehachapi, California

The Tehachapi Area Urban Water Management Plan is a collaborative effort between five water agencies including: Golden Hills Community Services District, Tehachapi Cummings County Water District, Bear Valley Community Services District, Stallion Springs Community Services District, and the City of Tehachapi. Provost & Pritchard performed a technical review of the draft UWMP on behalf of the Golden Hills Community Services District (GHCSO). The UWMP was reviewed for organization, readability, technical accuracy, compliance with Department of Water Resources' guidelines for UWMPs, compliance with California Senate Bill SBX7, and compatibility with GHCSO's water resources goals and interests. Provost & Pritchard provided written comments and met in person with the participating agencies to discuss our comments. A significant challenge on this project was preparing an UWMP that met the needs of the individual agencies, while also meeting the collective and mutual needs of all five participating agencies. The UWMP was adopted by the agencies and approved by the DWR.

Agency Contact: Bill Fisher, Manager, General Manager, Golden Hills Community Services District; Telephone: (661) 822-3064

Personnel Information

Provost & Pritchard's project team members have considerable experience related to urban water management, including the preparation of urban water management plans (UWMPs), water master plans, water supply assessment reports, groundwater management plans, and water conservation studies. Following are brief biographies for each of the team members who will prepare the 2015 UWMP for the City of Madera. Provost & Pritchard will not be utilizing any subconsultants for the completion of the City's project.

Staff Resumes

Complete resumes, which detail each staff member's experience, are included on the following pages.

David McGlasson, PE

Principal-in-Charge

Education

- ✓ B.S. Civil Engineering,
California State University, Fresno

Licenses/Registrations/Certifications

- ✓ Civil Engineer, California #38482
- ✓ Professional Land Surveyor, California #6968
- ✓ Qualified SWPPP Developer (QSD) #20673

Affiliations

- ✓ American Society of Civil Engineers (ASCE)
- ✓ American Consulting Engineers Council (ACEC), Past Chapter President
- ✓ California Land Surveyors Association

Areas of Expertise

- ✓ Water Supply/Distribution
- ✓ Municipal Infrastructure
- ✓ Site Development
- ✓ Streets/Roads
- ✓ Mapping/Legal Descriptions

Professional Summary

David McGlasson will serve as the principal-in-charge for the preparation of the City's 2015 UWMP, where he will be responsible for ensuring general compliance with the City's agreement, technical review, and Provost & Pritchard's standards of excellence. Mr. McGlasson has over 30 years of experience which includes water, sewer and storm drainage master planning, environmental impact review and mitigation, and development review. He has been involved in a number of water planning projects within the Madera region, and currently serves as the contract surveyor for the County of Madera.



Relevant Experience

2015 Urban Water Management Plan, Improvement District No. 4, Kern County Water Agency, Kern County, California, QA/QC – Mr. McGlasson is involved in the preparation of 2015 UWMP Update for Kern County Water Agency's Improvement District No. 4 (ID4), which is a wholesale water purveyor serving a major portion of the City of Bakersfield and surrounding urban areas. The Department of Water Resources (DWR) requires an UWMP be prepared for urban water suppliers with 3,000 or more connections or that supply more than 3,000 acre-feet of water annually. The UWMP Update will include up-to-date production and use data and will bring the District's 2010 UWMP into conformance with recent changes to reporting requirements.

Riverstone Specific Plan, Madera County, California, Project Manager – Mr. McGlasson led a team of engineers in preparing an IMP for this 2,072-acre Riverstone development (formerly known as Gateway Village) that will ultimately include nearly 6,000 residences and nearly 1 million square feet of commercial space. Team responsibilities included a boundary and topographical survey of the project property including filing of a record of survey, groundwater hydrology, planning for a secure and sustainable water supply, wastewater collection, treatment, reuse and disposal, storm drainage and flood control, road and street design, relocation of a blue-line stream, and preparation of a boundary/topographical survey of the project area. Personal responsibilities included drafting the infrastructure master plan report, coordinating all design disciplines, and negotiating requirements with the approving agencies, and preparation of a water supply assessment for the project to be compliant with Water Code § 10610.

Tesoro Viejo Specific Plan, Madera County, California, Project Manager – Mr. McGlasson led a team of engineers in preparing an IMP for this 1,500-acre development that will ultimately include over 5,200 residences and nearly 800,000 square feet of commercial space. Team responsibilities included planning a sustainable water supply under mandatory use restrictions (not to exceed 2 acre-feet consumption per acre), wastewater collection, treatment, reuse and disposal, low-impact development storm drainage

David McGlasson, PE *(continued)*

Principal-in-Charge

and flood control, and road and street cross-section design. Personal responsibilities included drafting the infrastructure master plan report, coordinating all design disciplines, and negotiating requirements with the approving agencies, and preparation of a water supply assessment for the Tesoro Viejo Master Mutual Water Company, which will serve as the water purveyor for the project.

County Surveyor Services, Madera County, California, Contract County Surveyor – Since 2002, Mr. McGlasson has served as the acting county surveyor for the County of Madera. In that capacity he has reviewed all submitted records of survey, corner records, parcel maps, subdivision maps and legal descriptions for technical accuracy and conformance with the requirements of the Subdivision Map Act and local ordinance, as well as preparation of legal descriptions and exhibits for County-related land acquisitions, annexations, and projects. Mr. McGlasson also provides consulting surveying advice to the staff of the County engineering, planning and roads departments, and has participated on in-house County committees for fee studies and revision of the County subdivision ordinance and public works improvement standards.

Road 36-1/2 Water Line Extension, Madera Ranchos, California, Project Manager – This project involved construction of 2,400 linear feet of 12-inch water main to provide improved water distribution within the Madera Ranchos water system. While the project was planned to include a bore-crossing of Avenue 12, discovery of an abandoned 48-inch concrete casing near the planned line and grade led to installation of the new water line inside that existing conduit, resulting in a significant savings for the county. Mr. McGlasson's project responsibilities included topographical survey, preparation of project plans and specifications, coordination with other county departmental staff and contract administration.

Water and Sewer Rate Study, City of Mendota, Project Manager – The City of Mendota wanted to investigate its basis for water and wastewater utility charges, one founded on its actual operating expenses plus the expected capital expenditures which are anticipated over the coming years. In order to keep the Water and Sewer Departments fiscally sound and

be able to meet the requirements imposed by State law, including Proposition 218, substantial evidence must exist that the user fees proposed by the City are reasonable and prudently necessary to the operation of the enterprise. Working closely with City staff, Mr. McGlasson prepared a rate study and assisted the City with the public information and public election process necessary to implement water and wastewater system rates under Proposition 218.

Water Supply Assessment for Yokohl Ranch, County of Tulare, California, Project Manager – Mr. McGlasson was the principal author for a water supply assessment/verification of water supply for a proposed 10,000-unit development in the foothills east of Visalia, California. The project water supply will be sourced from a contract with a local water district. The report considered reliability of the water district's Kaweah River entitlement and Lake Kaweah storage space. In addition to the water supply assessment requirements, the report met the requirements for a verification of water supply for the Phase 1 tract map of the project.

Water Supply Assessment for Friant Ranch, Fresno County, California, Project Manager – Mr. McGlasson was the principal author for a water supply assessment/verification of water supply for a proposed 2,500-unit development adjacent to Friant, California. The project's water supply will be sourced from a contract with a local water district. The report considered reliability of the water district's supply agreement with another Central Valley Project's Friant Division contractor for provision of project water in normal, dry and multiple dry years.

Water Supply Assessment for South County Detention Facility Project, County of Tulare, California, Project Manager – Mr. McGlasson was the principal author for a water supply assessment for a proposed detention facility development near Porterville, California. The project's water supply will be sourced from the City of Porterville's groundwater supplies. The report considered the City's planned water supply growth in its adopted Urban Water Management Plan, and reliability of the groundwater for provision of project water in normal, dry and multiple dry years.

David McGlasson, PE *(continued)* Principal-in-Charge

Water Supply Assessment for Solar Project, Kings County, California, Project Manager – Mr. McGlasson was the principal author for a water supply assessment for a proposed solar electricity generation development near Lemoore, California. The project's water supply will be sourced from groundwater and a local water company. The report considered reliability of the groundwater for provision of project water in normal, dry and multiple dry years.

Water Supply Assessment for County Service Area 34, Fresno County, California, Project Manager – Mr. McGlasson was the principal author for a water supply assessment for a proposed 500-unit development in the foothills east of Fresno, California. The project's water supply will be sourced from a contract with a south valley water district. The report considered reliability of the water district's river entitlement ability to maintain its delivery commitment during dry and multiple dry years.

West Ming Specific Plan Water Supply Assessment, City of Bakersfield, California, Project Manager – Mr. McGlasson was responsible for the preparation of a water supply assessment and verification of water supply (compliant with SB 610 and SB 221 requirements, respectively) for a new 2,100-acre urban development which will include more than 7,400 residences. Project tasks required verification of the water supply during short and long term (20 year drought conditions), determined build-out water demands, and transmission facilities required to bring water to this development.

Stockdale Ranch Water Supply Assessment, City of Bakersfield, California, Project Manager – Mr. McGlasson was responsible for the preparation of a water supply assessment and verification of water supply (compliant with SB 610 and SB 221 requirements, respectively) for a 700-acre urban development with over 1,000 residential units. Proposed water supplies were evaluated under various hydrological conditions (annual, critical, and multi-dry years) in order to ensure that water was available for the proposed development along with the demand that would accompany 20 years of growth. Consumptive use calculations were used to determine how the demand on local water resources would change once the existing farm land was urbanized.

Crossroads Plaza Shopping Center Water Supply Assessment, Ashe Water District, Bakersfield, California, Project Engineer/Project Manager – Mr. McGlasson was responsible for preparation of a water supply assessment (compliant with SB 610) for the Crossroads Plaza Shopping Center, which encompasses approximately 75 acres of land in southwest Bakersfield and proposes 784,018 square feet of net building area. Proposed water supplies were evaluated under various hydrological conditions (annual, critical, and multi-dry years) in order to ensure that water was available for the proposed development along with the demand that would accompany 20 years of growth.

Water Supply Assessment for Del Rey Community Services District, Del Rey, California, Project Manager – Mr. McGlasson was the principal author for a draft (unpublished) water supply assessment/verification of water supply for the Del Rey Community Services District and a proposed 500-unit development within its boundary. The project's water supply was to be sourced from groundwater. The report considered reliability of the groundwater aquifer and the impact of the project on the aquifer and other neighboring groundwater users. In addition to the water supply assessment requirements, the report met the requirements for a verification of water supply for the tract map. This project was cancelled by its proponent.

Owen Kubit, PE, CFM

Project Manager/Project Engineer

Education

- ✓ M.S. Geology,
California State University, Fresno
- ✓ M.S. Civil Engineering (Water Resources),
University of Iowa, Iowa City
- ✓ B.S. Civil Engineering, Colorado School of
Mines, Golden

Licenses/Registrations/Certifications

- ✓ Civil Engineer, California #66552
- ✓ Civil Engineer, Illinois #062-52935
- ✓ Certified Floodplain Manager, US-13-07187

Affiliations

- ✓ United States Committee on Irrigation and
Drainage
- ✓ American Water Resources Association
- ✓ Association of State Floodplain Managers
- ✓ International Association of Hydrological
Sciences

Areas of Expertise

- ✓ Surface Water Hydrology
- ✓ Groundwater Hydrology
- ✓ Water Resources Planning & Management
- ✓ Groundwater Management
- ✓ Floodplain Management
- ✓ Dam Rehabilitation
- ✓ Grant Writing

Professional Summary

Owen Kubit will serve as the project manager and project engineer for the preparation of the City's 2015 UWMP. He will be responsible for overseeing the day-to-day operations of the project including data collection and research, and will prepare the UWMP. Mr. Kubit is a senior water resources engineer at Provost & Pritchard with over 20 years of broad-based experience in the planning, design, construction, and management of various water resources projects. He has worked for public and private clients throughout the United States and overseas, including over 50 water supply agencies in California. Mr. Kubit is a seasoned technical writer and has authored numerous reports and feasibility studies, including several urban water management plans. He has worked on several water resources studies involving the City of Madera, including the Madera Integrated Regional Water Management Plan and the Madera Regional Groundwater Management Plan.



Relevant Experience

Urban Water Management Plan, City of Los Banos, California, Project Manager – Mr. Kubit is the project manager for updating an Urban Water Management Plan for the City in Los Banos, which has a population of 37,000. The plan will be updated to comply with 2015 State requirements. Challenges include identifying adequate long-term supplies since much of the local groundwater has significant water quality issues. The project is currently on-going.

Urban Water Management Plan, South San Joaquin Irrigation District, San Joaquin County, California, Project Engineer – Mr. Kubit was responsible for preparing an Urban Water Management Plan for a wholesale water agency in San Joaquin County, California. The plan was prepared according to California Department of Water Resources' 2010 guidelines for Urban Water Management Plans. The primary goal of the plan was to evaluate water supplies and demands over a 20-year planning horizon. His responsibilities included: public outreach, collecting water demand projections from retail water agencies, performing a water reliability analysis based on river hydrology and anticipated future water demands, documenting water shortage contingency plans, and addressing demand management measures applicable to wholesale water agencies. Challenges included coordinating efforts with the five local cities that the district serves.

Technical Review of Tehachapi Area Urban Water Management Plan, Golden Hills Community Service District, Kern County, California, Technical Reviewer – Mr. Kubit performed a technical review of the Draft Regional Urban Water Management Plan (UWMP) on behalf of the Golden Hills Community Services District. The UWMP was reviewed for organization, readability, technical accuracy, compliance with the Department of Water Resources'

Owen Kubit, PE, CFM *(continued)*

Project Manager/Project Engineer

guidelines for UWMPs, compliance with California Senate Bill SBX7, and compatibility with the district's water resources goals and interests. A significant challenge on this project was preparing an UWMP that met the needs of individual agencies, while also meeting the collective and mutual needs of all five participating agencies.

Urban Water Management Plan, City of Porterville, California, Project Manager – Mr. Kubit served as the project manager responsible for updating the City of Porterville's Urban Water Management Plan to comply with state guidelines. His responsibilities included the evaluation of over 20 water management components in the plan, and recommending alternatives to increase water conservation and reduce groundwater overdraft.

Madera Regional Groundwater Management Plan, Various Agencies, Madera County, California, Project Manager – Mr. Kubit was responsible for the preparation of a regional groundwater management plan for six entities including cities, irrigation districts, water districts, non-governmental organizations, and county agencies. Mr. Kubit prepared the groundwater management plan to be compliant with state requirements. He recommended changes to basin management objectives and groundwater monitoring, and provided more than 25 overdraft mitigation strategies. Mr. Kubit provided a range of options for developing a regional groundwater management organization, and performed preliminary estimate of groundwater overdraft and available groundwater supplies.

Madera Integrated Regional Water Management Plan, Madera Regional Water Management Group, Madera County, California, Project Manager/Principal Author – Mr. Kubit was the principal author for grant application to update an Integrated Regional Water Management Plan (IRWMP) for numerous urban and agricultural water agencies in Madera County. The application had a perfect score of 45 out of 45, and was the highest scoring application out of 22 submitted in the state. The Regional Water Management Group was awarded \$271,000. Mr. Kubit also served as project manager and principal author for updating the Integrated Regional Water Management Plan. The plan covered a diverse area

with valley, foothill and mountain regions. He assisted the group in assessing water conditions, identifying goals, and developing strategies to address regional water management issues and conflicts.

Integrated Regional Water Management Plan Implementation Grant, Madera Region Regional Water Management Group, Madera County, California, Project Manager – Mr. Kubit was responsible for preparing a grant application, in cooperation with four public agencies, for various water resources and watershed management projects. The application was successful and over \$9.4 million was awarded.

Groundwater Management Plan Update, Madera Water District, Madera, California, Project Manager – Mr. Kubit served as the project manager responsible for updating the 1997 Groundwater Management Plan for the District to comply with current standards.

Analysis of Groundwater Resources, New Stone Water District, Madera County, California, Project Manager – This project consisted of conducting a study evaluating water supply alternatives for a 3,600-acre water district. Mr. Kubit evaluated surface water supplies, groundwater supplies, and several alternatives for reducing groundwater overdraft including direct groundwater recharge, vineyard flooding, irrigating with surface water, constructing deeper wells, and water conservation. He also evaluated the status of the district and recommended actions to help keep their active status.

Water Supply Assessment, Riverstone Development (formerly Gateway Village), Madera, California, Project Engineer – Mr. Kubit prepared a water supply assessment report, in compliance with California Senate Bills 221 and 610 that evaluated the water demands and the reliability of proposed water supplies for the development. A variety of alternatives was ultimately recommended including local groundwater, reclaimed water, floodwater purchases, and banked groundwater. The final plan resulted in a balance of water resources with no future decline of groundwater levels.

Owen Kubit, PE, CFM *(continued)* Project Manager/Project Engineer

Groundwater Management Plan Update, Root Creek Water District, Madera County, California, Project Manager – Mr. Kubit was responsible for updating a groundwater management plan for a 9,200-acre water district to be compliant with California Senate Bill No. 1938. He updated the plan to include new information on the district's facilities, policies and goals. In addition, he recommended several new water management strategies that were included in the final groundwater management plan.

Madera-Chowchilla Groundwater Monitoring Plan, Madera-Chowchilla Basin Groundwater Monitoring Group, Madera County, California, Project Engineer – Mr. Kubit was responsible for developing a regional groundwater-level monitoring network and monitoring plan for five water agencies in the Madera and Chowchilla groundwater sub-basins. The regional monitoring area covers 789 square miles. His responsibilities included selecting wells to include in the network, preparing a groundwater monitoring plan report, coordinating efforts among five participating agencies, and submitting the monitoring plan to the California Statewide Groundwater Elevation Monitoring (CASGEM) program.

References

As we navigate through project phases, Provost & Pritchard works diligently to maintain quality relationships with our clients. Below are references for similar UWMP projects our firm has completed for agencies within the past five years:

Client References			
Client Agency	Client Contact	Contact Information	Specific Project
Bakman Water Company (Fresno)	Tim Bakman, President	Address: 5105 E. Belmont Avenue, Fresno, CA 93727 Telephone: (559) 255-0324 Email: tim@bakmanwater.com	2010 Urban Water Management Plan
City of Clovis	Lisa Koehn, Assistant Public Utilities Director	Address: 155 N. Sunnyside, Clovis, CA 93612 Telephone: (559) 324-2607 Email: lisak@ci.clovis.ca.us	2010 Urban Water Management Plan
South San Joaquin Irrigation District	Steve Emrick, General Counsel	Address: 11011 E. Highway 120, Manteca, CA 95336 Telephone: (209) 249-4613 Email: semrick@ssjid.com	2010 Urban Water Management Plan
City of California City	Tom Weil, City Manager	Address: 21000 Hacienda Boulevard, California City, CA 93505 Telephone: (760) 373-7170 Email: citymgr@californiacity.com	2010 Urban Water Management Plan

2. Proposal Element

2. Proposal Element

Proposed Cost/Man Hours

Proposed Cost/Man Hours		
Task	Man Hours	Estimated Cost
Task 1. Data Collection and Review	61	\$6,840
Task 2. Prepare 2015 UWMP	154	\$18,258
Task 3. Meetings and Presentations	62	\$8,600
Task 4. Submittals	104	\$13,384
Totals:	381	\$47,082

General

Provost & Pritchard views UWMPs as more than a document prepared to simply meet state requirements. The plan will provide the City of Madera an opportunity to evaluate water supply and water demand conditions to assure the most reliable and economical water services for its customers. UWMPs also provide an opportunity to: 1) manage compliance with state mandates (e.g. per-capita targets), 2) understand and evaluate affects of water use ordinances and conservation programs (c) support infrastructure planning, and (d) support land-use planning.

UWMP Guidelines

Provost & Pritchard has closely followed the development of the new UWMP guidelines over the past year. Provost & Pritchard has monitored notices and draft documents released by the California Urban Water Conservation Council and UWMP Guidebook Committee. Our firm's staff has also attended several webinars, presentations and public hearing on the proposed changes, and has thoroughly reviewed the Draft Guidelines.

Several important changes were made to the guidelines in 2015 and are noted below:

- Separate guidelines will be published for wholesale water agencies
- Several updates to the California Water Code
- Updated and expanded appendices for the Guidelines
- Less detail will be required on Demand Management Measures
- Refined definitions/guidelines for quantifying recycled water
- Requirement to report distribution system water losses
- New standardized MS Excel tables
- Three optional sections have been added to the Guidelines, including: 1) Energy Intensity; 2) Estimating Future Water Savings from Adopted Codes, Standards, Ordinances, or Transportation and Land Use Plans; and 3) Climate Change (including a climate change vulnerability assessment)

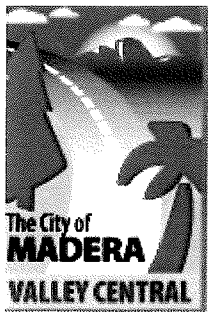
Assumptions

In addition to Provost & Pritchard's proposed costs and man hours, we have addressed some specific details from the scope of work that were not covered in the Request for Proposal. We have included these as assumptions below:

1. The City will provide data in readily usable formats, such as tables or spreadsheets. Most of the data used will be available in electronic format. Extensive time will not be required to organize or create new data.
2. The City will provide a copy of the 2010 UWMP in MS Word format.
3. The City will directly provide Provost & Pritchard future population projections.

2. Proposal Element

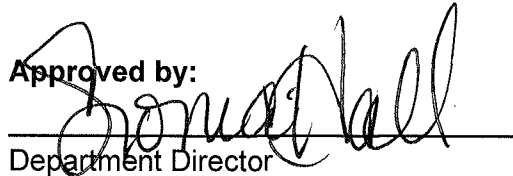
4. The City will provide estimated distribution system losses as required by UWMP guidelines. The scope of work does not include performing a detailed water audit to estimate distribution system losses.
 5. If the City has not met their 2015 Interim Per-Capita Water Use Target then Provost & Pritchard will assist with a minor to moderate effort to document why the target was not met, if desired and feasible. It is assumed that a detailed or complex analysis will not be required.
 6. The City will have the opportunity to revise their Per-Capita Water Use Target for 2020. If the City pursues this, then Provost & Pritchard will reassess the existing target using up to two of the four target methodologies documented in the 2015 UWMP guidelines.
 7. Public outreach and noticing responsibilities for Provost & Pritchard will include preparing public notices and attending a public workshop. It is assumed that the City will directly contact stakeholders. The City will also be responsible for publishing fees for newspaper notices.
 8. The three optional report sections, Energy Intensity, Estimating Future Water Savings from Adopted Codes, Standards, Ordinances, or Transportation and Land Use Plans, and Climate Change are not included in our proposed scope of work.
- Provost & Pritchard would be pleased to offer any of the excluded services mentioned above should the City so desire, at additional cost.



Council Meeting of: 11/18/15

Agenda Item: B-4

Approved by:


Department Director

City Administrator

SUBJECT:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA CONSENTING TO THE INCLUSION OF PROPERTIES WITHIN THE TERRITORY OF THE CITY IN THE CSCDA OPEN PACE PROGRAMS; AUTHORIZING THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY TO ACCEPT APPLICATIONS FROM PROPERTY OWNERS, CONDUCT CONTRACTUAL ASSESSMENT PROCEEDINGS AND LEVY CONTRACTUAL ASSESSMENTS WITHIN THE TERRITORY OF THE CITY; AND AUTHORIZING RELATED ACTIONS

RECOMMENDATION:

Staff recommends that the City Council take the following actions:

Staff recommends that the Council adopt the attached Resolution authorizing the City's participation in CSCDA Open PACE Program, which will enable property owners to finance permanently fixed renewable energy, energy efficiency, water efficiency, and seismic strengthening improvements as well as electric vehicle charging infrastructure.

DISCUSSION:

CSCDA, the largest Joint Powers Authority in California, founded and sponsored by the League of California Cities and CSAC, is implementing Property Assessed Clean Energy ("PACE") under the provisions of Chapter 29 of Division 7 of the Streets & Highways Code (commonly referred to as "AB 811") on behalf of its member counties and cities. AB 811 authorizes a legislative body to designate an area within which authorized public officials (including a joint powers authority like CSCDA) and free and willing property owners may enter into voluntary contractual assessments to finance the installation of renewable energy, energy efficiency, water efficiency, and seismic strengthening improvements as well as electric vehicle charging infrastructure, in each case affixed to real property (the "Improvements").

CSCDA's Commissioners pre-qualified and appointed two PACE Administrators to manage the CSCDA Open PACE program in order to offer members turn-key PACE solutions that provide residential and commercial property owners the choice among prequalified PACE financing providers, creating competition on terms, service and interest rates. The prequalified program

administrators operating the following programs are AllianceNRG Program™ , PACE Funding LLC and Renewable Funding LLC (administering CaliforniaFIRST).

CSCDA's Open PACE program offers turnkey solutions to save California jurisdictions the time and resources of developing standalone PACE programs. Jurisdictions only need to adopt the form of resolution accompanying this staff report related to the CSCDA Open PACE program to begin the process.

PACE has been a very successful financing tool in California. PACE is operating in over 250 jurisdictions throughout the state, and nearly half a billion dollars in energy efficiency, water efficiency and renewable projects have been funded.

More information about CSCDA and CSCDA's Open PACE Program Administrators is available at www.cscda.org.

ANALYSIS:

CSCDA Open PACE is being offered to allow property owners in participating cities and counties to finance renewable energy, energy water efficiency improvements, seismic improvements and electric vehicle charging infrastructure on their property. Participation in the assessment is 100% voluntary by the property owner. The improvements installed on the owner's property are financed by the issuance of bonds by CSCDA. The bonds are secured by a voluntary contractual assessment levied on the owner's property. Property owners who wish to participate in PACE agree to repay the money through the voluntary contractual assessment collected with property taxes. The voluntary contractual assessments will be levied by CSCDA and collected in annual installments through the applicable county secured property tax bill.

The benefits to the property owner include:

- Competition: CSCDA Open PACE provides three options to property owners: AllianceNRG Program, PACE Funding and CaliforniaFIRST. Property owners can shop for the best price and service through the availability of the PACE administrators.
- Eligibility: In today's economic environment, alternatives for property owners to finance renewable improvements may not be available. Many property owners do not have financing options available to them to lower their utility bills.
- Savings: Energy prices continue to rise and installing energy efficient, water efficient and renewable energy models lower utility bills.
- 100% voluntary: Only property owners who choose to finance improvements will have assessments placed on their property.
- Payment obligation can stay with the property: Under Chapter 29, a voluntary contractual assessment stays with the property upon transfer of ownership. Most private loans are due on sale of the property. Certain mortgage providers will, however, require the assessment be paid at the time the property is refinanced or sold.
- Prepayment option: The property owner can choose to pay off the assessments at any time, subject to applicable prepayment penalties.

- Customer oriented: Part of the success of the CSCDA Open PACE Program is prompt customer service.
- Favorable Terms: The economic terms of PACE financing will often be more favorable than other options.
- Not a personal loan or mortgage: The PACE assessment in effect is not a personal obligation of the property owner through a conventional loan or mortgage but an assessment on the property secured by an assessment lien and collected as part of the regular tax roll on the property.

The benefits to the City include:

- Prequalified PACE Administrators. CSCDA has pre-qualified the PACE Administrators based on their business practices, qualifications, experience, and capital commitment to the PACE market.
- Single Resolution. The City can pass a single resolution and provide access to residential and commercial property owners to highly qualified PACE administrators. There is no need to pass multiple resolutions to approve the administrators.
- Project Eligibility. The CSCDA Open PACE platform can provide financing for all aspects of PACE including: 1) Residential, 2) Commercial, and 3) Seismic strengthening programs such as Mandatory Soft Story programs,
- Increase local jobs. Property improvements provide jobs in the local economy.
- Increase in housing prices. Updated and higher efficient homes are generally more valuable.
- Increase Revenue to the City Property improvements result in an increase in sales, payroll and property tax revenue to the City.
- No [City/County] Obligation. As in conventional assessment financing, the City is not obligated to repay the bonds or to pay the assessments levied on the participating properties. Unlike conventional assessment financing, the City/County has no administrative duties and its name is not on the bonds, as CSCDA's name is on the bonds.
- No [City/County] staff support required. All CSCDA Open PACE and assessment administration, bond issuance and bond administration functions are handled by CSCDA and the Administrators; AllianceNRG Program, PACE Funding and Renewable Funding. No City staff time is needed to participate in the CSCDA Open PACE Program.
- No internal management requirements. The City can provide access for its residents to the CSCDA Open PACE Program without the higher staff costs that an independent program established by the [City/County] would require.
- Availability of Information on Projects Financed. The City may receive, at its option, periodic updates on CSCDA Open PACE projects that have been completed in their community.

- Demonstration of Community Commitment to the Environment. Participating in CSCDA Open PACE demonstrates the City's commitment to do everything in its power to improve the environment.

The proposed resolution enables CSCDA Open PACE programs to be available to owners of residential and commercial property within our City to finance permanently fixed renewable energy, energy efficiency, water efficiency, and seismic strengthening improvements as well as electric vehicle charging infrastructure. [The resolution also approves becoming a member of CSCDA by approving the Joint Powers Agreement which adds the City as a Member of CSCDA.]

CSCDA (and not the county or city) will be responsible for entering into voluntary contractual assessment agreements with participating property owners, levying the voluntary contractual assessments, issuing bonds to finance the improvements and taking remedial actions in the event of delinquent assessment payments. The resolution expressly provides that the county or city will not be responsible for the conduct of any assessment proceedings, the levy of assessments, any required remedial action in the case of delinquencies in assessment payments, or the issuance, sale or administration of any bonds issued in connection with CSCDA Open PACE Program.

FISCAL IMPACT:

There is no negative fiscal impact to the City general fund by consenting to the inclusion of properties within the City limits in CSCDA Open PACE Program. All CSCDA Open PACE Program's administrative costs are covered through an initial administrative fee included in the property owner's voluntary contractual assessment and an annual administrative fee, which is also collected on the property owner's tax bill.

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA CONSENTING TO THE INCLUSION OF PROPERTIES WITHIN THE TERRITORY OF THE CITY IN THE CSCDA OPEN PACE PROGRAMS; AUTHORIZING THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY TO ACCEPT APPLICATIONS FROM PROPERTY OWNERS, CONDUCT CONTRACTUAL ASSESSMENT PROCEEDINGS AND LEVY CONTRACTUAL ASSESSMENTS WITHIN THE TERRITORY OF THE CITY; AND AUTHORIZING RELATED ACTIONS

WHEREAS, the California Statewide Communities Development Authority (the “Authority”) is a joint exercise of powers authority, the members of which include numerous cities and counties in the State of California, including the City of Madera; and

WHEREAS, the Authority is implementing Property Assessed Clean Energy (PACE) programs, which it has designated CSCDA Open PACE, consisting of CSCDA Open PACE programs each administered by a separate program administrator (collectively with any successors, assigns, replacements or additions, the “Programs”), to allow the financing or refinancing of renewable energy, energy efficiency, water efficiency and seismic strengthening improvements, electric vehicle charging infrastructure and such other improvements, infrastructure or other work as may be authorized by law from time to time (collectively, the “Improvements”) through the levy of contractual assessments pursuant to Chapter 29 of Division 7 of the Streets & Highways Code (“Chapter 29”) within counties and cities throughout the State of California that consent to the inclusion of properties within their respective territories in the Programs and the issuance of bonds from time to time; and

WHEREAS, the program administrators currently active in administering Programs are the AllianceNRG Program (presently consisting of Deutsche Bank Securities Inc., Counter Pointe Energy Solutions LLC and Leidos Engineering, LLC), PACE Funding LLC and Renewable Funding LLC, and the Authority will notify the City of Madera in advance of any additions or changes; and

WHEREAS, Chapter 29 provides that assessments may be levied under its provisions only with the free and willing consent of the owner or owners of each lot or parcel on which an assessment is levied at the time the assessment is levied; and

WHEREAS, the City of Madera desires to allow the owners of property (“Participating Property Owners”) within its territory to participate in the Programs and to allow the Authority to conduct assessment proceedings under Chapter 29 within its territory and to issue bonds to finance or refinance Improvements; and

WHEREAS, the territory within which assessments may be levied for the Programs shall include all of the territory within the City of Madera boundaries; and

WHEREAS, the Authority will conduct all assessment proceedings under Chapter 29 for the Programs and issue any bonds issued in connection with the Programs; and

WHEREAS, the City of Madera will not be responsible for the conduct of any assessment proceedings; the levy of assessments; any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale or administration of any bonds issued in connection with the Programs;

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

Section 1. The City Council hereby finds and declares that properties in the territory of the City of Madera will benefit from the availability of the Programs within the territory of the City of Madera and, pursuant thereto, the conduct of special assessment proceedings by the Authority pursuant to Chapter 29 and the issuance of bonds to finance or refinance Improvements.

Section 2. In connection with the Programs, the City of Madera hereby consents to the conduct of special assessment proceedings by the Authority pursuant to Chapter 29 on any property within the territory of the City of Madera and the issuance of bonds to finance or refinance Improvements; provided, that

(1) The Participating Property Owners, who shall be the legal owners of such property, execute a contract pursuant to Chapter 29 and comply with other applicable provisions of California law in order to accomplish the valid levy of assessments; and

(2) The City of Madera will not be responsible for the conduct of any assessment proceedings; the levy of assessments; any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale or administration of any bonds issued in connection with the Programs.

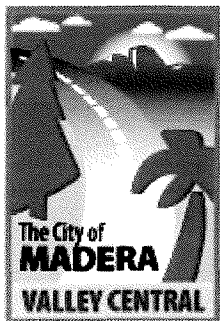
Section 3. The appropriate officials and staff of the City of Madera are hereby authorized and directed to make applications for the Programs available to all property owners who wish to finance or refinance Improvements; provided, that the Authority shall be responsible for providing such applications and related materials at its own expense. The following staff persons, together with any other staff persons chosen by the City Administrator of the City of Madera from time to time, are hereby designated as the contact persons for the Authority in connection with the Programs: Grant Administrator

Section 4. The appropriate officials and staff of the City of Madera are hereby authorized and directed to execute and deliver such certificates, requisitions, agreements and related documents as are reasonably required by the Authority to implement the Programs.

Section 5. The City Council hereby finds that adoption of this Resolution is not a "project" under the California Environmental Quality Act, because the Resolution does not

involve any commitment to a specific project which may result in a potentially significant physical impact on the environment, as contemplated by Title 14, California Code of Regulations, Section 15378(b)(4).

Section 6. This Resolution shall take effect immediately upon its adoption. The City Clerk is hereby authorized and directed to transmit a certified copy of this resolution to the Secretary of the Authority at: Secretary of the Board, California Statewide Communities Development Authority, 1400 K Street, Sacramento, CA 95814.



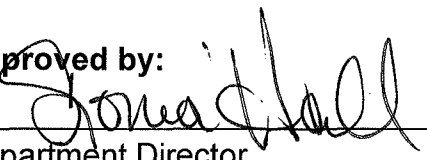
REPORT TO CITY COUNCIL

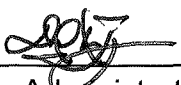
[Return to Agenda](#)

Council Meeting of: 11/18/15

Agenda Item: B-5

Approved by:


Department Director


City Administrator

SUBJECT:

CONSIDERATION OF A RESOLUTION APPROVING FUNDING AMENDMENTS TO THE CITY OF MADERA FISCAL YEAR 2015/16 BUDGET FOR THE TRANSIT SECURITY AND PASSENGER ENHANCEMENT PROJECT (TRANS-6) AND TO TRANSFER FUNDS FROM THE FIXED ROUTE FUND TO INTERMODAL BUILDING OPERATIONS

RECOMMENDATION:

1. Adoption of a Resolution:
 - a. Approving funding amendments to the City of Madera Fiscal Year 2015/16 Budget to add funding to the Fixed Route Fund Budget for the Transit Security and Passenger Enhancement Project (Trans-6) and to transfer funds from the Fixed Route Fund to Intermodal Building Operations.

SUMMARY:

The City is undertaking bus stop improvements on the MAX fixed-route system programmed as Trans-6 in the Capital Improvement Program (CIP). The City was recently awarded \$50,146 in State Cap-and-Trade Low Carbon Transit Operations Program (LCTOP) funds for MAX bus shelters. Repair funds in the amount of \$3,000 are needed for security cameras located at the Downtown Intermodal Center to ensure continuous reliable surveillance. This funding amendment (1) appropriates additional funds to the Fixed Route Fund Budget for bus stop improvements, and (2) transfers funds from the Fixed Route Fund to the Intermodal Building Operations Fund.

DISCUSSION:

This amendment will ensure that Trans-6 bus stop improvement funds are accurately reflected in the Fixed Route Fund capital projects. Bus stop pads, bus shelters, benches, and trash bins

are planned at priority locations throughout the City. (The first phase of bus stop improvements, including the installation of 40 bus shelters, was completed in 2012.) The City's Engineering Division will provide Construction Management and oversight and will complete the engineering of each site in-house. Staff will retain contractors to construct the bus shelters and install needed pads and amenities and will acquire benches and trash bins. Project completion is planned during the summer of 2016.

Fixed Route Funds transferred for the Intermodal Transit Center will be used to retain a contractor to repair surveillance cameras that provide increased safety in the Downtown area.

SITUATION:

City staff has updated the MAX bus stop inventory and is refining needed bus stop improvements and preliminary cost projections. Bus stop designs are being developed in-house, and RFPs and bids will be received and final vendors selected to undertake the project.

The City will follow up with repairs to a surveillance camera at the Intermodal Transit Center.

FINANCIAL IMPACT:

Approval of this amendment will result in additional funding for the CIP Trans 6 - Security and Passenger Enhancement project. The total Fiscal Year 15/16 budget for Trans-6 will be \$459,641 funded with \$139,648 in CalOES (Fund 5215-5026); Measure T – Transit Enhancement Fund (Fund 9162-5026) in the amount of \$252,156; Measure T – Transit Enhancement Fund-Senior (Fund 9163-5026) in the amount of \$17,691; and Cap-and-Trade Low Carbon Transit Operations Program (Fund 5215-5026) in the amount of \$50,146. Intermodal Fund 5200-3130 Building Supplies, Keys, in the amount of \$3,000 funded with State Transportation Development Act Funds and Federal Transportation Administration funds will provide funds for Intermodal Transit Center repairs.

Funding for the proposed amendments 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. 15-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA
APPROVING FUNDING AMENDMENTS TO THE CITY OF MADERA FISCAL YEAR
2015/16 BUDGET FOR THE TRANSIT SECURITY AND PASSENGER ENHANCEMENT
PROJECT AND INTERMODAL TRANSIT CENTER REPAIRS**

WHEREAS, the Transit Security and Passenger Enhancement Project (Trans-6); is included in the FY 2015/16 Budget for Capital Projects, and

WHEREAS, the Intermodal Transit Center requires funds to maintain repairs to equipment, including electronic surveillance cameras, to ensure safety in and around the facility, and

WHEREAS, amendments to the Fiscal Year 2015/16 Transit Fixed Route Fund increasing funding by \$50,146 from the State Cap-and-Trade Low Carbon Transit Operations Program (LCTOP) will enhance the capital project, Trans 6 Security and Passenger Enhancement, for construction of bus stop improvements throughout the City of Madera, and

WHEREAS, amendments to the Fiscal Year 2015/16 Transit Budget transferring \$3,000 in funds from the Fixed Route Fund to the Intermodal Building Operations will provide for equipment repairs.

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 Fiscal Year 2015/16 Transit Budget increasing the Fixed Route Fund and transferring Fixed Route Funds to the Intermodal Building Operations Fund are hereby amended in accordance with the attached Exhibit AA.
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.

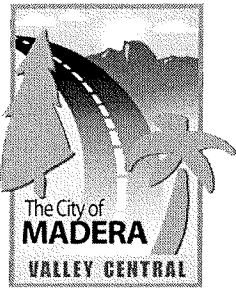
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EXHIBIT AA

CITY OF MADERA
Appropriation Adjustment Fiscal Year 2015/16

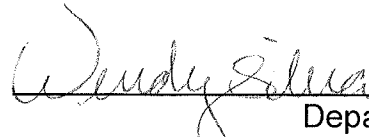
FUND	ACCOUNT NUMBER	DESCRIPTION	FY2015-16 BUDGET	
			CURRENT	REVISED
		<u>CAP & TRADE-LCTOP</u>		
	4032-5026	Security & Passenger Enhancement		50,146.00
21229		<u>FIXED ROUTE TRANSIT SYSTEM</u>		
	4031-3027	Major Repair Parts/Supplies	3,000.00	
41100		<u>INTERMODAL BUILDING OPERATIONS</u>		
	5200-3130	Building Supplies, Keys, Repairs		3,000.00
Fund Totals			3,000.00	53,146.00

Report to City Council



Council Meeting of November 18, 2015
Agenda Item Number B-6

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 Water Meter & Conservation Supervisor classification as well as amending the employee classification plan for the Engineering Project Manager classification.

SITUATION

Water Meter & Conservation Supervisor

As part of the Fiscal Year 2015-16 approved budget, the water division of the Public Works Department identified a need to create a new unit specific to water meter program oversight and maintenance as well as water conservation programs. When the budget was proposed, a placeholder position was included because a formal job classification did not yet exist. Public Works staff has worked with the Human Resources Department to develop a job description that accurately captures the duties and responsibilities of the new position, and are jointly recommending the Water Meter & Conservation Supervisor classification job description that is provided with this report. The new classification of Water Meter & Conservation Supervisor is proposed to be placed in the mid management group at range 340 on schedule M. This range placement provides for a starting salary of \$3,657 per month at step A. The top monthly step for the proposed range is \$4,667 per month. Once the job description was developed, it was determined that for the unit to function properly, the position would be a supervisory level position and therefore needed to be placed on the salary schedule at a range that was appropriate for the responsibilities when looking at other positions within the Public Works Department. While the recommended salary is higher than the placeholder position in the budget, due to the timing of hiring a person into this position, the City will not exceed the total budgeted salary and benefits for this position in Fiscal Year 2015-16. Going forward, the recommended salary range is an increase of approximately \$10,000 in

base salary and related compensation annually over the placeholder that was initially proposed with the current year budget.

Engineering Project Manager

The Engineering Department reviewed the existing job description for Engineering Project Manager in anticipation of the retirement of the existing incumbent in the next couple of years. A few minor corrections were recommended and the Human Resources Department is in agreement with the recommended changes.

Staff presented the proposed job specifications to the affected bargaining unit for comment and did not receive any negative response.

Job specifications for Water Meter & Conservation Supervisor and Engineering Project Manager 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.

Creation of the full time Water Meter & Conservation Supervisor at the recommended salary range will be an annual exposure of up to \$90,185 for total salary and benefits. There are sufficient funds in the adopted current year budget to cover hiring this position for this fiscal year.

There is no proposed compensation change for the Engineering Project Manager, 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 Water Meter & Conservation Supervisor. A Job Description for this position is 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 Engineering Project Manager classification. A revised Job Description for this position is on file with the Office of the City Clerk and referred to for more particulars.

SECTION 2. Effective November 18, 2015 the job classification 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>
Water Meter & Conservation Supervisor	340	\$3,657	\$4,667

* * * * *

CITY OF MADERA

WATER METER & CONSERVATION SUPERVISOR

*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, plans, coordinates, assigns, participates in, directs and supervises the day-to-day operations and activities of the Water Meter and Conservation Unit of the Water Division of the Public Works Department. Develops and administers the policies, procedures, budget and programs for the Unit. Makes work assignments and supervises staff within the unit; assists in the training of unit employees and other City employees related to the water meter system and City conservation efforts; coordinating activities with other City employees and the public; performs other related duties as required.

DISTINGUISHING CHARACTERISTICS:

The **Water Meter & Conservation Supervisor** is the supervisory level class in the Water Division of the Public Works Department. Incumbents perform semiskilled and skilled duties in the repair and maintenance of the City's water meter system, develop and coordinate public outreach and education relating to water conservation, and performs system level analysis and interpretation of data analytics relating to the water meter system and water consumption. This classification is distinguished from the next higher classification of Water and Sewer Operations Manager by the performance of unit level supervisory duties.

SUPERVISION RECEIVED/EXERCISED:

Receives general supervision from the Water and Sewer Operation Manager. Exercises direct supervision over assigned staff.

EXAMPLES OF IMPORTANT AND ESSENTIAL FUNCTIONS: *(include but are not limited to the following)*

- Plans, coordinates, assigns, participates in, directs and supervises the work of staff responsible for maintenance, inspection, repair, construction and installation work related to the City's water meter system; develops and implements crew assignments; assists maintenance staff in troubleshooting and performing the more complex maintenance and repair activities on water meters and the meter reading system.
- Makes recommendations to the Operations Manager regarding unit goals, budget, strategic planning and organizational development for the unit; identifies barriers to goal achievement, and recommends and implements solutions.

WATER METER & CONSERVATION SUPERVISOR

Page 2 of 4

- Identifies water meter system deficiencies and performance issues; assesses effective remedial methods for a variety of operational problems; compiles and collects data to select, define and analyze improvement opportunities and strategies.
- Plans and executes preventative maintenance programs and measures designed to prevent service interruption and protect capital investment.
- Ensures timely response and investigation of all customer complaints; prompt correction of faulty conditions; appropriate emergency operations and repairs.
- Plans and implements public outreach and education programs to support water conservation, including education on water conservation methods and programs. This may include public meetings, promotional mailings, press releases, and/or use of digital online resources.
- Plans and implements programs for the monitoring and enforcement of the City's water usage regulations. Reviews existing water usage regulations and enforcement programs and makes recommendations for improvement of regulations and/or program compliance.
- Manages the assignments and productivity of the unit's personnel, including performing annual reviews and other supervisory tasks. Reviews and evaluates work methods and procedures for improving the unit's performance and ensuring goals are achieved. Develops performance improvement plans when needed to achieve satisfactory personnel performance. Coaches and counsels subordinate employees on performance and workplace behaviors.
- Stays current on technologies and regulations relative to the unit's functions; researches potential opportunities and changes to effectively and efficiently achieve the goals of the unit.
- Maintains relevant data and information for the unit and provides written reports as needed, including but not limited to, City Council reports, periodic status reports, regulatory mandated informational reports, and surveys. Routinely prepares necessary reports, logs, memoranda, correspondence and other data to communicate unit information.
- Reviews and analyzes data reports from the water meter system. Determines likely cause of identified issues and implements a plan of action to address the situation or issue.
- Oversees and/or administers capital projects and contracts for the installation and maintenance of water meters and data collection and reporting systems.
- Establishes positive working relationships and works collaboratively with other units, divisions, departments, local/State/Federal government entities, community partners and the public to carry out the overall service delivery mission of the City.

WORKING CONDITIONS:

Position requires prolonged sitting, standing, walking, reaching, twisting and turning, kneeling, bending, squatting and stooping in the performance of daily activities. The position also requires grasping, repetitive hand movement and fine manipulation using a computer key board. Additionally, the position requires near vision in reading correspondence, statistical data and using a computer. The need to lift, drag and push files, water meters or other materials weighing up to 25 pounds also is required. The position also requires verbal communication with staff and the public.

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 **Water Meter & Conservation Supervisor**. A typical way of obtaining the required qualifications is to possess the equivalent of three years of increasingly responsible experience in the performance of related work that includes supervision and performance of plumbing or mechanical system analysis to identify and troubleshoot problems, data analytics, and customer service, and a high school diploma or equivalent.

License/Certificate:

The position requires at a minimum, possession of or the ability to obtain, and the maintenance of a valid class C California driver's license. Certification as a Grade One Water Distribution Operator is desirable, but is not required.

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

Knowledge of:

Principles and practices of water metering functions and billing data collection processes; technical analysis and diagnostics of plumbing and mechanical systems; principles and practices in the development and implementation of administrative policies and procedures; techniques of supervision, training and motivation; basic data collection, standard data report generation and data analysis; public relations and outreach techniques and procedures; modern office equipment including a computer and applicable word processing, database, spreadsheet and communications software; effective communication techniques, both orally and in writing.

Ability to:

Plan, assign, supervise and participate in the work of the units staff; analyze administrative, operational, and organizational problems, evaluate alternatives and reach sound conclusions; make adjustments to operating procedures as necessary to improve organizational effectiveness; read, interpret, apply and explain a variety of rules, policies and procedures at both technical and non-technical levels; supervise, train and motivate assigned staff; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships with fellow employees and the public; adapt

WATER METER & CONSERVATION SUPERVISOR

Page 4 of 4

to evolving and changing technologies, regulations, and management goals; physically open meter boxes and perform manual labor on water meters.

Skill to:

Operate standard office equipment including a computer and variety of word processing, spreadsheet and other software applications used for the collection and analysis of data, and software for disseminating information to public including the use of social media; organize and analyze data to determine programs and equipment functionality; read, interpret and manipulate data into easily understood reports or other disseminated information types; troubleshoot malfunctioning meters and data collection equipment; communicate effectively with the public, management, staff, and peers.

CITY OF MADERA

ENGINEERING PROJECT MANAGER

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

DEFINITION:

Under direction performs the more complex project management and construction management duties required by the City's Capital Improvement Program (CIP); provides direction, administration and management of public projects during design and construction phases including the selection of professional consultants and the procurement of construction contracts; analyzes special conditions/circumstances which arise on the projects; prepares and processes any and all documents involving contractors and consultants; reviews and processes change orders, requests for information, requests for clarifications, pay requests, claims; evaluates contractor bids prior to award. Performs other related duties as assigned.

DISTINGUISHING CHARACTERISTICS:

The **Engineering Project Manager** is a single position classification in the Engineering Division of the Community Development Department. Incumbents exercise considerable independent judgment in the application of the principles and practices of planning, design, construction and the administration of a variety of public works projects, including streets, water, sewer and storm drain systems, City parks, building projects and airport projects.

SUPERVISION RECEIVED/EXERCISED:

Receives general supervision from the City Engineer or Deputy City Engineer. May exercise technical and/or functional supervision over lower level Engineering Division staff.

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

- Acts as project manager for design and construction activities on a variety of public works projects including street, storm drainage facilities, sanitary sewer facilities, park development, landscaping, irrigation pipelines, water production and distribution facilities, buildings; performs field inspections; develops design procedures; prepares plans, specifications, value engineering, project budget and cost estimates; interprets the application of design criteria; checks plans and specifications for accuracy of design and completeness; makes recommendations for the engineering division budget and monitors the approved budget.
- Coordinates capital improvement projects with contractors, utility companies and other agencies including but not limited to Caltrans, Madera County, Madera Irrigation District, and other State agencies; administers construction contracts; supervises staff on construction

sites; performs field inspections; plans, coordinates, prioritizes, monitors and participates in the work of staff responsible for reviewing design conformance and accuracy of public and private development projects.

- Plan checks plans and specifications for the construction of public works projects.
- Develops, reviews, approves and implements project schedules and contract bid documents.
- Possesses extensive working knowledge of Caltrans: Local Assistance Procedures Manual, Standard Plans and Specifications, the Manual of Uniform Traffic Control Devices, Construction Manual, Design Manual and other State manuals. Possesses a working knowledge of applicable building codes.
- Independently solves difficult or unusual design and construction problems and assists in the implementation of citywide infrastructure objectives. Assures that individuals, whose functions require knowledge and understanding of the general contract and subcontract requirements, receive and understand the information.
- Reviews and recommends approval of contractor and vendor payment applications and miscellaneous invoices.
- Negotiates, prepares, issues and recommends approval of change order proposals to City and prepares revisions to original project budgets as a result of changes and revisions to work.
- Prepares and issues monthly owner progress reports, monthly pay applications, schedules and cost reports in coordination with the City Engineer.
- Ensures timely project completion through project scheduling, expediting of material deliveries and the management of material and document submittals/approvals.
- Provides organization, direction and training of subordinate project team members.
- Leads and participates in regularly scheduled project staff meetings.
- Manages the closeout of all projects including but not limited to: the submittal of reimbursement requests to Caltrans, FAA, EDA and other funding agencies; the procurement of project warranties and maintenance manuals for building projects and equipment.
- Prepares and provides complex engineering reports, correspondence, staff reports, ordinances, and resolutions to the City Administrator, City Council, committees, City departments, outside agencies and the public; participates in division budget development; makes oral presentations and participates in organizational and community group meetings; responds to questions and inquiries, and investigates complaints
- Initiates, establishes and maintains working relationships with lead departments, architects/engineers, public agencies, utility companies and contractors to facilitate design

and construction activities. Organizes, conducts and represents the City at project coordination meetings at regular agreed upon intervals.

WORKING CONDITIONS:

Position requires sitting, standing, walking on level, uneven and slippery surfaces, reaching, twisting, turning, kneeling, bending, stooping, squatting, crouching, grasping, crawling and making repetitive hand movement in the performance of daily duties. Tasks may involve extended periods of time at a keyboard or workstation. The position also requires both near and far vision when inspecting work and operating assigned equipment, and acute hearing is required when providing phone and face-to-face service. The need to lift, carry, pull and push tools, supplies and other equipment weighing up to 25 pounds is also required. Additionally, the incumbent in this position works outdoors in all weather conditions including wet, hot and cold. The position entails working in situations that may expose the employee to fumes or airborne particles, electrical shock or mechanical hazards. The nature of the work also requires the incumbent to climb ladders and drive motorized vehicles.

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

Experience and Education:

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for an **Engineering Project Manager**. A typical way of obtaining the required qualifications is to possess a Bachelor's degree in civil engineering or a closely related field, and no less than ten (10) years of full-time experience in engineering project management and construction management of public works facilities. An additional five (5) years of applicable experience in construction management may be substituted for the Bachelor's degree.

License/Certificate:

Possession of, or ability to obtain, a valid Class "C" California driver's license.

KNOWLEDGE, SKILLS AND ABILITIES:**Knowledge of:**

Principles, procedures, standards and practices of capital project management; principles and practices of public administration and local government operations, economic and community development, including budgeting principles, contract administration, research methods, and report writing. Must have an intimate knowledge of agency approvals; principles and practices of construction management; applicable building codes; established Federal, State, County and City policies, procedures, regulations and laws. Knowledge of modern office practices, methods and equipment, including a computer and applicable software; operational characteristics and use of standard equipment used in the engineering profession; occupational hazards and standard safety procedures.

Ability to:

Prepare accurate plans, specifications, cost estimates and engineering reports; make accurate engineering computations; analyze and evaluate design drawings and specifications; learn and apply established principles and practices of municipal civil engineering; promote and enforce safe work practices; analyze and successfully negotiate complex transactions involving significant amounts of capital, property, property owner rights and public responsibilities; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships.

Skill to:

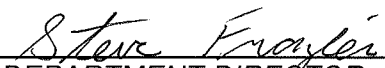
Operate an office computer and a variety of word processing and software applications; safely and effectively operate engineering tools and equipment.

REPORT TO THE CITY COUNCIL

COUNCIL MEETING OF November 18, 2015

AGENDA ITEM NUMBER B-7

APPROVED BY


DEPARTMENT DIRECTOR


CITY ADMINISTRATOR

SUBJECT: CONSIDERATION OF A RESOLUTION RATIFYING AND APPROVING A SECURITY AGREEMENT BETWEEN THE CALIFORNIA COMMISSION ON PEACE OFFICER STANDARDS AND TRAINING AND THE CITY OF MADERA FOR POST ENTRY-LEVEL LAW ENFORCEMENT TEST BATTERY SECURITY AGREEMENT

RECOMMENDATION

Staff recommends that Council adopt the attached resolution ratifying and approving a security agreement with the California Commission on Peace Officer Standards and Training (POST) for use of the Pellet B test.

SUMMARY

The Madera Police Department began recruitment within the City of Madera that would identify one or more individuals to be put through the Fresno Police Academy at the expense of the City of Madera. The process to determine the appropriate individual involved a physical agility test and a written english proficiency test identified as the Pellet B. The Pellet B is a requirement for individuals seeking to attend the academy and may not be waived. In order to administer the Pellet B we had to have five proctors trained in the administration of the test. The test requires the signing of a security agreement in order to receive the test. The process for receiving and administering the test was a new endeavor for us in which we were learning as we moved forward. Based upon limited time constraints we were required to bring the security agreement before the City Attorney and City Administrator in order to facilitate the acceptance of the test. The City Administrator signed the agreement and we are now bringing the agreement back to Council for your ratification.

FISCAL IMPACT

No fiscal impact

VISION PLAN

Strategy 111	Local Agencies share vision: Promote greater alignment of local government agencies under a shared community vision.
Strategy 115	Economic Resource Provision: Ensure sufficient economic resources to provide adequate City services and prepare for future growth.
Strategy 421	First Response Emergency Services: Ensure the safety and protection of Madera and its community members through adequate first response to emergencies. Maintain sufficient resources to expand protection as the community grows.

RESOLUTION NO.

A RESOLUTION RATIFYING AND APPROVING A SECURITY AGREEMENT BETWEEN THE CALIFORNIA COMMISSION ON PEACE OFFICER STANDARDS AND TRAINING AND THE CITY OF MADERA FOR POST ENTRY-LEVEL LAW ENFORCEMENT TEST BATTERY SECURITY AGREEMENT

WHEREAS, the Madera Police Department desired to hire and put local residents through the Fresno Peace Officers Academy; and,

WHEREAS, the Madera Police Department requested of the California Commission on Peace Officer Standards and Training use of the Post Entry-Level Law Enforcement Test Battery (PELLET B); and,

WHEREAS, the California Commission on Peace Officer Standards and Training requires a security agreement in order to administer the PELLET B; and.

WHEREAS, time constraints prohibited the timely submission of the agreement for Council approval requiring the City Administrator to sign the agreement.

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

1. The above recitals are true and correct.
2. The Security Agreement for use of the PELLET B, a copy of which is on file in the office of the City Clerk and referred to for particulars, is hereby ratified and approved.
3. The City Administrator is hereby authorized to sign the Agreement on behalf of the City.
4. This resolution shall be effective immediately upon adoption.

POST ENTRY-LEVEL LAW ENFORCEMENT TEST BATTERY SECURITY AGREEMENT (3/2014)

I Parties to the Agreement

The parties to this Agreement are the California Commission on Peace Officer Standards and Training, hereinafter referred to as POST, and _____, hereinafter referred to as the Examining Agency.

The above named Examining Agency enters into this Agreement, accepts it, and agrees to be bound by it in consideration and exchange for acquiring the right to use the POST Entry-Level Law Enforcement Test Battery.

II Purpose of the Agreement

This Agreement is intended to protect the mutual interests of all public agencies that use the POST Entry-Level Law Enforcement Test Battery for screening purposes, as well as the interests of the persons who take the tests, in order that no person may gain special advantage by having improper access to the material. POST requires, as a condition for making the POST Entry-Level Law Enforcement Test Battery available, that the Examining Agency execute this Agreement and fulfill its terms.

III Terms and Conditions

POST agrees to make available to the Examining Agency the POST Entry-Level Law Enforcement Test Battery, subject to the conditions set forth in this Agreement. POST will take appropriate and reasonable precautions to assure that all test materials are delivered to the Examining Agency in a secure manner. As a user of the POST Entry-Level Law Enforcement Test Battery, the Examining Agency agrees to the following terms and conditions:

A. Security of Test Material

1. All test materials supplied by POST will be used only for the official purposes of the Examining Agency in testing candidates for employment or admission to a POST-certified Basic Academy. Under no circumstances will the supplied materials be made available to prospective job seekers or other unauthorized persons for the purposes of study or to persons who have taken the test battery and want to review the test questions.

2. All test materials supplied by POST will be handled and stored by the Examining Agency in a manner that will prevent unauthorized persons (i.e., Any person not having signed an Attachment A, *Acknowledgement of the Requirement to Adhere to the Terms and Conditions of The POST Entry-Level Law Enforcement Test Battery Security Agreement*) from having access to the materials.
3. The Examining Agency may print sufficient copies of the Entry-Level Law Enforcement Test Battery booklets to accommodate a one month supply of tests. Examining Agencies may not print large numbers of test books and store them for future use. To increase test security, POST will scramble items within test forms on a monthly basis. Thus, the scoring key for a given test form will change each month. Booklets must be numbered so that they can be inventoried. All printing of test material will be conducted under the direct supervision of the staff of the Examining Agency. Under no circumstances shall test material be sent to any printer without supervision. Test booklets must be shredded after each test use. Unused booklets must be shredded monthly.
4. In the event that any test materials supplied by POST are lost, stolen or otherwise compromised while in the possession of the Examining Agency, the Examining Agency will immediately notify POST and will make reasonable efforts to recover such materials to prevent their distribution to other unauthorized parties and to mitigate the damage caused by their loss.
5. In the event an examinee is caught cheating (e.g., copying answers from another examinee's test or providing answers to another examinee; or using any other prohibited aid or information) The Examining Agency should take appropriate measures against individuals violating testing rules. The Examining Agency will notify the POST Testorders within 24 hours of the test administration and document the incident on the Proctor's Report.
6. The Examining Agency will reimburse POST for a portion or all of the replacement costs, as determined by POST, for test materials that are lost, stolen or otherwise compromised while in the possession of the Examining Agency. Replacement costs include all costs associated with the development and validation of new test materials to take the place of those test materials that were compromised.
7. In the event any test materials supplied by POST should become involved in legal proceedings conducted by a court or other body vested with legal authority, the Examining Agency will inform the

legal authority of the existence and terms of this Agreement, and will move that POST's materials be covered by a protective order that safeguards its confidentiality. POST will be promptly notified of any such proceedings.

B. Agency Responsibilities

1. The Examining Agency will administer the POST Entry-Level Law Enforcement Test Battery in accordance with the instructions provided by POST; and immediately following the test administration will return all answer sheets (used and unused), test book control sheets, candidate rules agreement, and master inventory sheets to:

Commission on Peace Officer Standards and Training
SERB-Test Orders
860 Stillwater Road, Suite 100
Sacramento, CA 95605

- (a) Used and unused test booklets shall be shredded immediately after a test administration if the agency is testing only once. If the agency is testing more than once in the month, the used test books should be shredded after each test and the unused test books should be shredded at the end of the month. All test books should be shredded under the supervision of the testing agency.
2. Test materials supplied to the Examining Agency will be used in accordance with relevant professional standards (e.g., *Standards for Educational and Psychological Tests*, American Psychological Association, 1999) and state and federal law.
3. Test materials supplied to the Examining Agency for use on a specific date will not be re-used by the Examining Agency on another date without the permission of POST.
4. The Examining Agency will designate one or more agency staff that is authorized to receive test materials from POST. Staff is defined as non-student assistant or cadet personnel who work for the public safety department or academy in a paid or volunteer capacity.
 - (a) The Examining Agency will require each designee to read this agreement and sign Attachment A, *Acknowledgement of the Requirement to Adhere to the Terms and Conditions*

*of The POST Entry-Level Law Enforcement Test Battery
Security Agreement.*

- (b) The Examining Agency will notify POST, in writing, of each designee's name, title, mailing address, and telephone number prior to the receipt of any test materials.
 - (c) The Examining Agency will keep a signed copy of Attachment A on file for each designee and will make these signed copies of Attachment A available for inspection by POST.
 - (d) Whenever one of the Examining Agency's designees leaves the Examining Agency's employment, or is relieved of the responsibility for carrying out the terms of this agreement, the Examining Agency will promptly notify POST in writing.
 - (e) Examining Agency staff is prohibited from taking the POST Entry-Level Law Enforcement Test Battery for which they have access to the test materials for a period of 2 years.
- 5. The Examining Agency will limit access to the test materials to persons from the Examining Agency who have direct responsibility for the Examining Agency's testing function.
 - 6. The Examining Agency will provide each candidate with a POST T-Score breakdown on Agency letterhead within 30 days of completion of the examination. The results letter must also contain the test date, candidates first and last name along with their complete mailing address.
 - 7. Before an examinee can retest, he/she must wait for a period of 30-day calendar period. The Examining Agency will need to notify all examinees of the waiting period.
 - 8. The Examining Agency will retain the examinee's identification card (e.g. license, passport) for the duration of the exam. Identification cards should be returned to examinees at the conclusion of the exam once all materials have been inspected.
 - 9. All candidates will be required to read and sign a candidate code of conduct document prior to each test administration.

C. Scoring/Retention/Review of Test Materials

POST will provide the Examining Agency with a report of test results for each test administration. If requested by the Examining Agency in writing, POST will retain answer sheets for such reasonable time as the Examining Agency's rules may prescribe. Keyed copies of the tests will not be made available for inspection, nor will candidates be allowed to review any test at any time.

D. Exceptions

Any exception to this Agreement must be stated in writing and agreed to by both parties before such exception may be considered to be in effect.

E. Termination of Agreement

In the event that officials of the Examining Agency should, in the future, find that they are no longer able to assure fulfillment of the Agreement, the signer or other official will promptly notify POST to that effect in writing, and upon request, the Examining Agency will return all testing materials obtained from POST.

POST reserves the right to terminate this Agreement, or to withhold access to its testing materials, if it has reason to believe that the terms of the Agreement are not being fulfilled.

IV Acceptance of Terms and Conditions of this Agreement

On behalf of the Agency I represent, I accept the terms and conditions of this agreement and agree to comply with them. By signing, I understand that I am accepting responsibility for any test related actions on behalf of all Agency Representatives.

EXAMINING AGENCY

NAME _____ TITLE _____
(Please Print)

AGENCY _____

STREET ADDRESS _____

CITY/STATE/ZIP _____ PHONE () _____

EMAIL ADDRESS _____

DATE _____ SIGNATURE _____

COMMISSION ON POST

NAME Fatima Dobbs _____ TITLE Research Analyst

ADDRESS 860 Stillwater Road, Suite 100 _____

CITY/STATE/ZIP West Sacramento, CA 95605 PHONE (916) 227-2810

DATE _____ SIGNATURE _____

Revised 8/2015 R/W

ATTACHMENT A

ACKNOWLEDGEMENT OF THE REQUIREMENT TO ADHERE TO THE TERMS AND CONDITIONS OF THE POST ENTRY-LEVEL LAW ENFORCEMENT TEST BATTERY SECURITY AGREEMENT

(To be retained on File at the Examining Agency)

I have been provided with a copy of the POST Entry-Level Law Enforcement Test Battery Security Agreement with the California Commission on Peace Officer Standards and Training. I have read and understand the terms and conditions of this agreement, and I agree to carry out my duties and responsibilities in accordance with all applicable provisions.

NAME _____ TITLE _____
(Please Print)

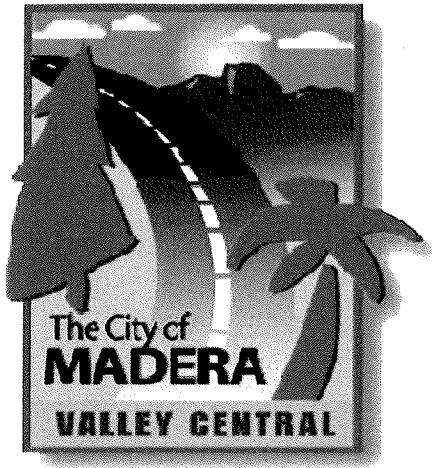
AGENCY _____

STREET ADDRESS _____

CITY/STATE/ZIP _____ PHONE (____) _____

EMAIL ADDRESS _____

DATE _____ SIGNATURE _____

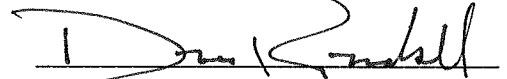


REPORT TO CITY COUNCIL

MEETING DATE: November 18, 2015

AGENDA ITEM NUMBER: C-1

Approved By:


PUBLIC WORKS DIRECTOR


CITY ADMINISTRATOR

SUBJECT:

Consideration of a resolution changing the drought water restriction levels

RECOMMENDATION:

Staff recommends that Council review the information provided in this report together with the attached weekly water conservation reports and take action as necessary to make any desired modification to the City's drought water restriction level. Three potential courses of action are outlined below, presented in order of staff's recommendation:

1. Adopt the attached resolution increasing the City's designated drought water restriction level to "D", which would prohibit outdoor watering during the winter (until March 15th) except for trees and shrubs on drip systems.
(or)
2. Adopt the attached resolution increasing the City's designated drought water restriction level to "C", which would reduce allowed outdoor watering to one day per week during the winter (until March 15th).
(or)
3. Retain the current restriction level allowing a 2 day a week watering schedule during the winter.

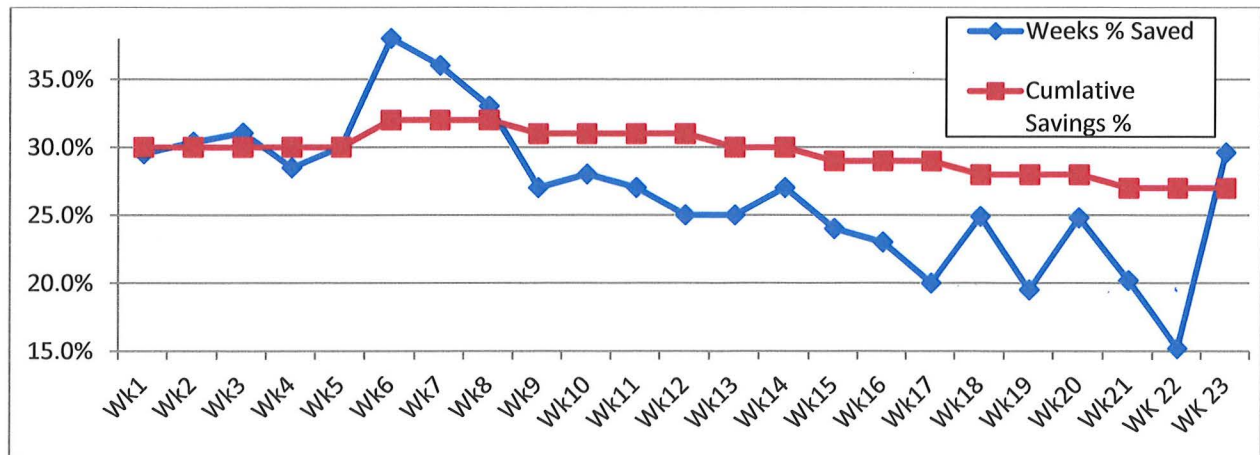
Each of the three options include continued and enhanced public education efforts related to the ongoing need for water conservation, the City's existing rebate programs, and an emphasis on indoor/household water conservation measures.

BACKGROUND:

The State mandated, between June 2015 and February 2016, that municipal water providers reduce water consumption by 25% from 2013 levels. While the overall State goal is 25%, individual water providers such as cities and water districts are assigned individual goals based on their historical usage per capita. The City of Madera was mandated to reduce its water consumption levels from 2013 by 28%.

The City has taken prudent and diligent actions to comply with the mandate. As shown by the blue line in the graph on page 2, during the first eight weeks of mandatory conservation, the City's weekly averages were generally well above the 28% goal. As summer waned, however, and temperatures and daylight hours decreased, so have water conservation percentages. The City's cumulative conservation

has now fallen slightly below the 28% mandated water conservation goal. This is shown in the red line on the graph below.



The City's initial water conservation programs were effective in changing much of the population's consumption patterns. The records of daily consumption clearly indicate that the majority of the population is complying with the water restrictions. Consumption on non-watering days is 37% less than on watering days.

DISCUSSION:

Elements of the Water Conservation Program

The most impactful component of the City's conservation program is the restriction of outdoor watering. These restrictions are just one part of the City's overall program. The City's water conservation elements are based on three types of activities: public education, water conservation rebate inducements, and the enforcement of outdoor watering limitations. A discussion of these program elements is provided below.

- **Public Education** has been done through direct mailings, water bill informational pieces, signage, social media, via press releases, and presentations at public events (including the Flea Market, the County Fair, Pomegranate Festival, neighborhood meetings, service clubs, and to the faith community.) Most recently staff has been working on engaging children and their parents at preschool and afterschool facilities, and will be incorporating some information along with our graffiti presentations at the schools. A video that highlights the City's rebate program and the need for ongoing conservation are currently being produced and will circulate via multiple media sources within the coming days.
- **Water Conservation Rebates** for seven different conservation elements have been approved by the City Council and additional rebate programs are still being considered. The State turf & toilet replacement rebates have enhanced our own programs. While the City budgeted \$500,000 for rebates, staff has issued \$9,342 in various rebates and has \$5,358 in process for award. Based on current rebate trends, staff anticipates that \$50,000 may be expended during the first year of the program. The remaining \$450,000 may become available to fund conversion of water saving irrigation systems in landscape maintenance zones, for example. Additionally, replacing existing plant material with drought tolerant landscaping is a component of the long-range plan.

- ***Enforcement of water regulations*** continues and there are noticeably less flagrant violations than when enforcement was less comprehensive and completely absent at night. First offenses are the majority of the citations issued. That the number of second and third citations is so small indicates that people are not indifferent and want to comply. Internally, the Parks and Community Services Department is very effective in its response to internal and public reports of problems with irrigation systems in City parks and other public space areas. Given the very large number of sprinklers and irrigation controllers spread throughout the City, dealing with irrigation systems issues remain an ongoing effort. Staff has made these repairs a priority and has an internal expectation that issues are dealt with expediently.

Water Conservation Program Goals and Priorities

As discussed during the process of setting and adjusting the outdoor watering restrictions, the City's immediate goal for its conservation program has been to address the State's mandatory reduction target. A related, longer-term objective is to begin changing the community's perspective about how water should be used and what landscaping should look like in Madera. Drought conditions may or may not be alleviated in the foreseeable future. Regardless, though, the City will continue to rely on, and compete for, a limited source of groundwater. Unfortunately, irrespective of annual rainfall Madera is located in a desert climate. The possibility exists to eventually partner with other local stakeholders to purchase surface water, though that alternative promises to be expensive. These factors suggest that minimizing the amount of water used in the community should remain a top organizational priority.

Changing the public's awareness and perception of the importance of water conservation will require a consistent message that paints a new vision of the community's future. We will only be successful in sustaining water conservation measures if the community can see and believe in our ability to adapt to limited water resources in such a way that we still can have attractive neighborhoods and businesses and property values do not suffer. If it is merely perceived as a regulatory burden hoisted upon the public, finger pointing and sentiments of unfair hardships will eventually undo the community's cooperation. Some of the methods that the City can use to help convey this message include:

- Producing videos that highlight conservation goals, success stories, rebate opportunities, etc.
- Leading by example – proceeding with drought tolerant landscaping demonstration projects in median islands and considering a new city-hall landscape planting scheme.
- Adopting new local landscape standards for private development that implement the State's efficiency requirements while enhancing the aesthetic value of new drought tolerant landscaping.
- Working with community partners to conduct classes/trainings on drought tolerant landscaping planting.

Meeting Goals During the Winter Season

Water consumption volume historically falls off dramatically in the fall and winter once outdoor watering is not necessitated by high temperatures, daylight hours shorten and rainfall makes outdoor watering less necessary. During the summer months, outdoor watering frequently represents the largest category of water use for residential properties, up to 75% in some cases. By watering on fewer days, cutting watering times, and converting to drought-friendly landscaping, owners can make drastic reductions in their overall consumption. When outdoor watering becomes a smaller percentage, say 10% of a household's water consumption, the opportunities to make cuts are less and the net effect is minimal. Considering that indoor domestic consumption for toilets, laundry, showers, etc. should already have been minimized, further indoor reductions are not likely to yield large water conservation results.

Although some irrigation clearly occurs during the winter, even a complete prohibition of outdoor watering during the winter months would generate limited conservation totals and it may be difficult to meet the State's conservation targets during this period. The State has not fined agencies in our region or agencies with similar performance, but has issued \$61,000 in fines against the "worst-case" agencies that have failed to perform; however, the threat of fines or the mandatory implementation of new conservation programs remains.

Alternative Courses of Action

Below are outlined three potential courses of action, although the Council may choose to direct staff in another manner as deemed appropriate. The three basic options are to prohibit outdoor watering except by drip during the winter, reduce watering to 1 day per week or to continue to allow watering 2 days per week and focus on indoor conservation. Also attached to the report is a copy of the drought levels that the Council may enact by resolution.

1. ***Prohibit Outdoor Watering Except Trees & Shrubs on Drip*** (Move to Level D Restriction). This option could increase or at least stabilize conservation rates and reinforce to the community the principle that conservation minded watering methods can allow us to maintain our investments in trees and shrubs while still recognizing that water is a precious resource to be used sparingly. It is possible that this would significantly increase the public's participation in the rebates for drip systems. Staff recommends that this alternative, if selected, call for a return to the 2 day a week schedule (Level B) on March 15, 2016. As with all water restriction increases, staff would allow one month to educate and inform the community before strict enforcement is initiated. Enforcement staff will be liberal in the interpretation of the term "drip systems" and look to achieve conservation methods rather than utilization of a too narrowly defined technology.

It's appropriate to note that although much less water is typically required during winter months, another particularly dry winter could further stress or kill landscaping, including trees. As it relates to turf and ground covers in the City managed public space, significant planting losses could occur without funds available for replacement. These concerns are balanced by the fact that if drought conditions persist through the winter, the need to maximize conservation is even greater.

2. ***Reduce Outdoor Watering 1 Day Per Week.*** This option would result in less disruption to the community, but would not likely result in significant decreases in water conservation rates during the winter months. Staff would not alter existing conservation program elements, but, at Council's direction, would begin an emphasis on indoor water conservation techniques. Staff recommends that this alternative, if selected, call for a return to the 2 day a week schedule (Level B) on March 15, 2016. Again, as with all water restriction increase, staff would allow around one month to educate and inform the community before strict enforcement is initiated.
3. ***Stay at 2 Days Per Week.*** This option would result in the least disruption to the community, but would likely result in unnecessary use of water during the winter months. Again, staff would not alter existing conservation program elements, but, at Council's direction, would elevate the current programs with a significant public campaign on indoor water conservation techniques.

FINANCIAL IMPACT:

The expenses for implementing and administering these water conservation activities occur within the Water Fund and do not impact the General Fund. However as described in the report, loss of existing landscaping could reduce assets and cause significant future costs for replacement of plantings.

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.

RESOLUTION NO. _____
A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, ENACTING LEVEL D DROUGHT WATER RESTRICTIONS

WHEREAS, the Governor of the State of California has declared a State of Emergency to exist throughout the State of California due to severe drought conditions.

WHEREAS, on April 1, 2015, the Governor issued Executive Order B-29-15, which directed the State Water Resources Control Board to impose restrictions to achieve a statewide 25% reduction in potable urban water usage through February 28, 2016.

WHEREAS, these restrictions will require water suppliers to California's cities and towns to reduce usage by 25% as compared to the amount used in 2013.

WHEREAS, on April 7, 2015, the Water Board issued a Regulatory Framework, which requires the City of Madera to reduce water usage by 28%.

WHEREAS, section 5-5.13 provides for the City Council to determine and enact a level of water restrictions that is needed to provide additional conservation measures to address the severity of the situations and achieve desired water conservation for the City.

WHEREAS, the City Council did consider recommendations to enact level D drought water restriction levels at its regular meeting on November 18, 2015, and determined drought level D water restrictions to be appropriate for conservation of the City's water for a period of approximately four months.

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. Pursuant to Section 5-5.13 of the City of Madera Municipal Code, drought water restriction Level D is hereby enacted and shall continue in place until March 15, 2016, at such time it shall revert to the current drought water restriction Level B.
3. This resolution is effective immediately.

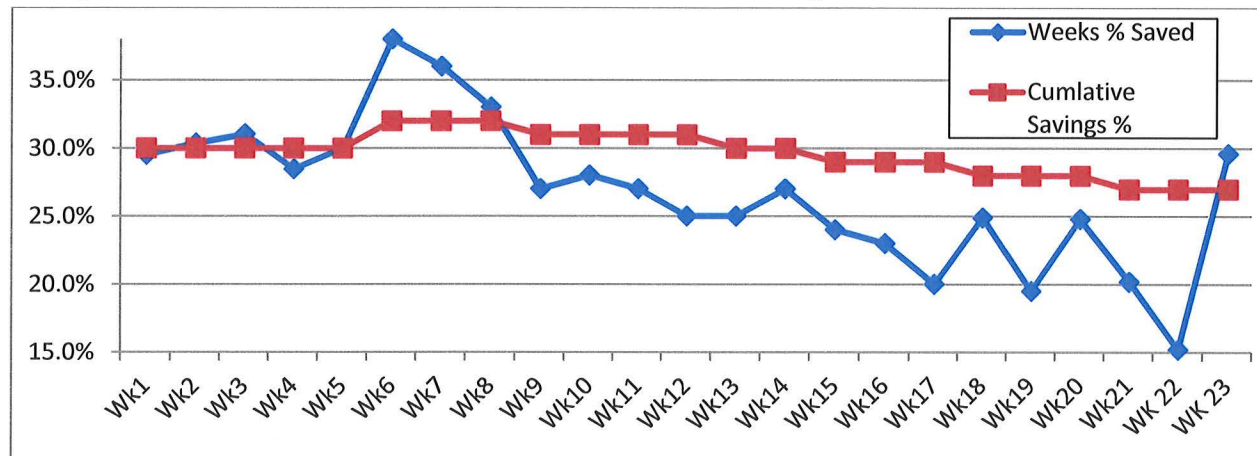
City of Madera

Weekly Water Conservation Report #23 November 2 – November 8, 2015



Week's Conservation Avg. 29.66%	Today's High 63° 10 day forecast Avg. High 61°
November Conservation Avg. 29%	Week's Avg. High 72° from 2013 Avg. High

General Water Conservation News: This past week's water conservation was significantly up by 14% from the previous week, and 1% over 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 23 calls were received this week reporting water wasting (not leak calls)

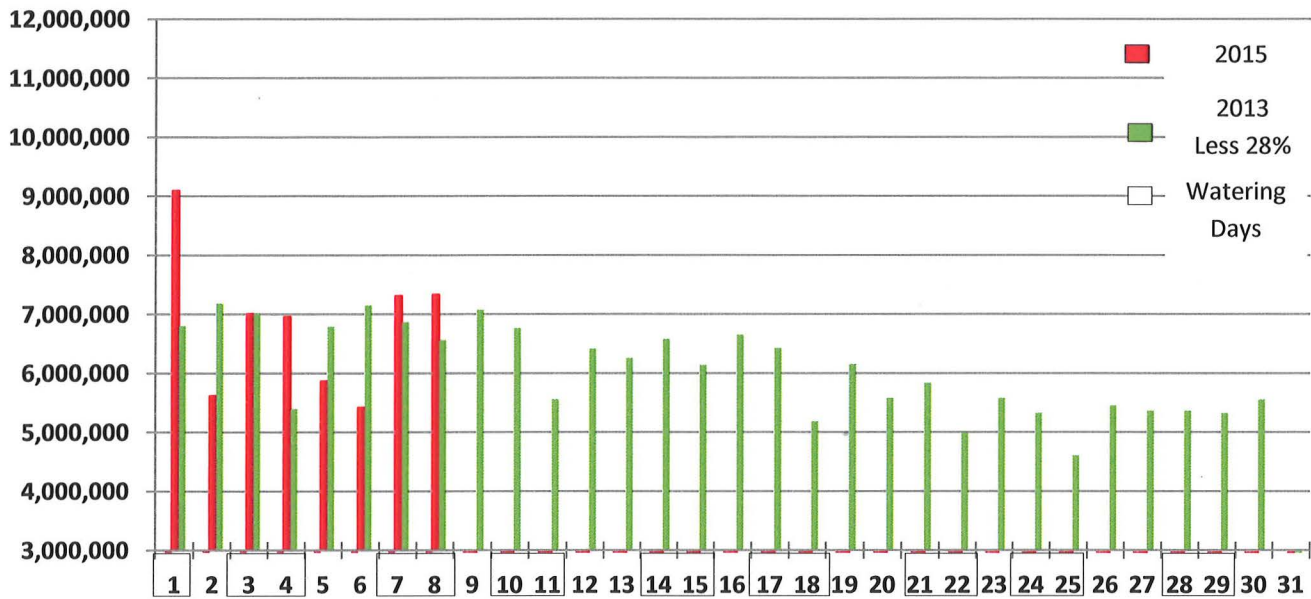
- 5 Calls were received regarding water and City facilities
- 5 Leaks were reported:
 - 4 repaired in less than 3 business days of being reported (No underground excavation)
 - 1 repaired within 3 business days of being reported
 - 0 repaired within 4 business days of being reported
 - 0 repaired within more than 4 business days of being reported

An estimated 57 calls were received this week requesting information regarding water issues. There were 8 customer inquiries regarding consumption which resulted in leak discovery at 6 properties and sprinkler adjustments and repairs at 2 properties. Internal evaluations resulted in repairs of meters at 14 properties.

Water Conservation team activities:

- 60 Contacts with the Public to educate and provide advice
- 0 Verbal warnings issued
- 60 Citations issued:
 - 57 1st offenses (\$75)
 - 3 2nd offenses (\$250)
 - 0 3rd or more offense (\$500)

Current Water Production in November Compared to 28% Goal
Shown in Gallons



**Adjusted to align days of week*

REPORT TO THE CITY COUNCIL

COUNCIL MEETING OF November 18, 2015

AGENDA ITEM NUMBER D-1

APPROVED BY

Steve Eronjen
DEPARTMENT HEAD

[Signature]
CITY ADMINISTRATOR

SUBJECT: CONSIDERATION OF A WRITTEN REQUEST BY THE MADERA DOWNTOWN ASSOCIATION ASKING THE CITY TO COVER THE COSTS FOR EXTRA POLICE AND PUBLIC WORKS SERVICES IN CONJUNCTION WITH THE DOWNTOWN MADERA LIGHTED CHRISTMAS PARADE

RECOMMENDATION:

It is the recommendation of staff that Council approve the request for extra PD and Public Works services associated with the Lighted Christmas Parade.

SUMMARY:

The Madera Downtown Association will be hosting the annual Lighted Christmas parade on December 3, 2015 from 6:00pm to 8:00pm. It has been the practice of the Council to recognize this function as a community event and help defray some of the costs associated with putting on the activity.

DISCUSSION:

Mr. Chris Miller, Downtown Association President, has requested the City Council allow Police and Public Works to prepare and work the parade without the Club incurring the costs for those services, i.e. traffic and crowd control from the Police Department and pre & post-event sidewalk cleaning from Public Works (see attached letter). Both Departments are prepared, at the direction of Council to perform their roles in relation to this event.

The Downtown Association will obtain the appropriate encroachment permits for use of city streets as part of the parade route.

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

FINANCIAL IMPACT:

The cost of providing City services to assist with traffic and crowd control and cleanup is estimated at about \$1,765 to pay for overtime and straight time for about two and a half hours of work.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

City participation in the annual Lighted Christmas Parade supports the following Vision 2025 strategies:

- Strategy 317: “Develop and encourage festival, gatherings, and events . . .”.
- Strategy 332: “Expand comprehensive services for Madera’s youth . . .”
- Strategy 313: “Provide year-round programs fostering community pride. . .”.

**MADERA
DOWNTOWN
ASSOCIATION**

November 3, 2015

David Tooley
City Administrator
City of Madera
205 W. 4th Street
Madera, CA 93637

Dear Mr. Tooley,

The Madera Downtown Association is producing the annual "Candle Light Christmas Tractor Parade", scheduled to occur December 3, 2015 from 6pm to 8pm with staging starting at 4:30pm.

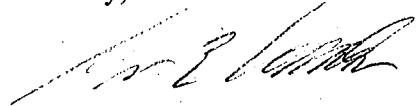
The parade requires extra police services and barricades to control traffic in the parade area. We also request cleaning of the sidewalks prior to the parade and cleanup after the parade by the Public Works Department. The Madera Downtown Association will be paying for the barricades and detour signage and it is our hope that the city will once again cover the cost associated with the extra police and public works services.

As you know the Madera Downtown Association is a quasi public entity, whose purpose is to promote the Downtown area and the community.

We would be deeply appreciative if you would present our request to the City Council. Should you need additional information I can be reached at 674-8036. I would also appreciate a notice on when our request will be presented to the council so I may be in attendance in order to answer any questions.

Thank you for your time!

Sincerely,



Chris Miller
Madera Downtown Association
President