

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

**NOTICE AND AGENDA**

Wednesday, November 4, 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. Bompreszi  
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** 2015 Active Transportation Program Grant Award

**INTRODUCTIONS** David Allen, Division Chief

**A. WORKSHOP**

A-1 Update on City Maintenance of Landscape Maintenance Districts (Report by Mary Anne Seay)

**B. CONSENT CALENDAR**

- B-1 Minutes – 6/03/15
- B-2 Information Only – Warrant Disbursement Report
- B-3 Consideration of a Resolution Consenting to the Assignment of Design Services Agreement for Sewer and Storm Drain Projects from AECOM USA to AECOM Technical Services Inc. and Approving Amendment No. 3 to the Design and Services Agreement (Report by Keith Helmuth)
- B-4 Consideration of a Resolution Approving the Master Agreement between the Madera County Transportation Commission and the City of Madera for the Fiscal Year 2014-15 Allocation of Regional Surface Transportation Program (RSTP) Exchange Funding (Report by Keith Helmuth)
- B-5 Consideration of a Minute Order Approving a Request for a Cooperative Work Agreement (CWA) for the Bicycle Transportation Account Project BTA1011-06-MAD-01 for the Fresno River Trail Undercrossing at Gateway Drive and UPRR and Authorizing the City Engineer to Execute and Submit the Request on Behalf of the City (Report by Keith Helmuth)
- B-6 Declaration of Surplus Property (Report by Becky McCurdy)
- B-7 Consideration of a Resolution Accepting Improvements for Will Gill Subdivision (Report by Keith Helmuth)
- B-8 Consideration of a Resolution Approving an Agreement with Mead and Hunt, Inc. for Professional Services for the Development of the Madera Municipal Airport Disadvantaged Business Enterprise Plan and Authorizing the Mayor to Execute the Agreement on Behalf of the City (Report by Dave Randall)
- B-9 Consideration of a Resolution Approving Settlement and Release Agreement and Authorizing the Mayor to Execute the Agreement (Report by Brent Richardson)

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

There are no items for this section.

**D. WRITTEN COMMUNICATIONS**

There are no items for this section.

**E. ADMINISTRATIVE REPORTS**

- E-1 Progress Report on Housing Related Parks Program Grant Funding (Report by Mary Anne Seay)
- E-2 Weekly Water Conservation Reports (Report by Dave Randall)

**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 Legal Counsel – Existing Litigation. Subdivision (d)(1) of Government Code §54956.9  
  
One case: City of Madera v. Roy Roberts et al.  
Madera Superior Court Case No. MCV062827
- G-4 Closed Session Report – City Attorney

**ADJOURNMENT** – Next regular meeting November 18, 2015

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

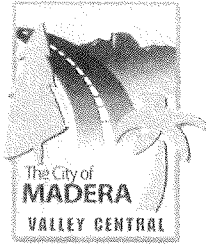
*The meeting room is accessible to the physically disabled, and the services of a translator can be made available. Request for additional accommodations for the disabled, signers, assistive listening devices, or translators needed to assist participation in this public meeting should be made at least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

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

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I, Sonia Alvarez, City Clerk for the City of Madera, declare under penalty of perjury that I posted the above agenda for the regular meeting of the Madera City Council for November 4, 2015, near the front entrances of City Hall at 3:00 p.m. on October 30, 2015.

  
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Sonia Alvarez, City Clerk



## REPORT TO CITY COUNCIL

COUNCIL MEETING OF November 4, 2015  
AGENDA ITEM NUMBER A-1

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

APPROVED BY: David Tooley, City Administrator

**SUBJECT:**                    **UPDATE ON CITY MAINTENANCE OF LANDSCAPE MAINTENANCE DISTRICTS**

**RECOMMENDATION:**

There is no specific action requested at this time. The purpose of this report is to update Council on the status of the Landscape Maintenance District Program since City staff assumed maintenance responsibilities at the beginning of the current Fiscal Year.

**SUMMARY:**

The City established a Landscape Maintenance District (LMD) Program in 1991; there are presently 80 separate zones that fall within the LMD Program. Because assessment levels in some zones produce far less revenue than what is needed to provide a consistent landscape maintenance program, the City held Proposition 218 Elections in the spring of 2014 and 2015 to give property owners their legal opportunity to weigh-in on the subject. Several zones remain underfunded after the votes in each of the 218 Elections were tabulated. It is of note that a significant percentage of impacted property owners failed to register a vote in either election even after significant attempts to educate the public about the process were made.

Staff adjusted service levels to match available funding. By mid Fiscal Year in 2014-15, residents began to see the results of a reduced maintenance program and voiced their concerns to staff and Council in public meetings, e-mails and phone calls. This concern from the public coupled with the complexity of managing the LMD Program with significant variation in service levels by zone were key factors that led Council to direct the Parks and Community Services (PCS) team to internalize operations and maintenance of the LMD Program. The balance of this report will update Council on the status of the LMD Program and the progress on the shift in the City's service delivery model.

## **HISTORY:**

The LMD program, along with its collection of 80 separate zones, has been a source of frustration and confusion for many Maderans. As such, a quick review of what an LMD is, what a 218 Election is, and answers to frequently asked questions seems in order.

### ***What is a Landscape Maintenance District?***

A Landscape Maintenance District (LMD) is a special assessment district (above and beyond one's property tax) established to fund and maintain landscaping specific to a zone of benefit (zone). Madera's LMD Program was originally established 24 years ago in accordance with the Landscape and Lighting Act of 1972. Assessments are itemized on a property owner's annual property tax bill and paid to the County. Those resources are shifted to and administered by the City of Madera. The City maintains a separate fund for each of the 80 zones (or housing developments) in the LMD program. The assessments for each zone are collected to fund maintenance activities specific to each zone.

### ***Do all home-owners in Madera pay the same amount?***

Not every home in Madera is a part of the LMD Program. Residents who own homes that do not have additional shared landscaped areas do not pay LMD assessments nor do residents in developments built well before the Landscape and Lighting Act of 1972. Also, each zone is unique in size, shape, and specific landscaping needs. Assessment rates are calculated to reflect the actual costs in each zone. As a result, annual assessment rates vary from zone to zone. Increases and/or decreases in annual assessments are based on the revenues collected for each zone and are intended for use only to support the activities within the boundaries of that zone.

### ***What is a 218 Election?***

Proposition 218 is "The Right to Vote on Taxes Act" passed by California voters in November of 1996. Parcel owners within a zone are provided the opportunity to vote on proposed increases to their assessments. The highest number of votes for or against the assessment increase determines if the proposed increase passes or fails. If the 218 effort fails in a zone, the City Council has the opportunity to direct a shift in service delivery to match available resources following a public hearing in which residents may voice their comments and concerns.

### ***Do all 80 zones vote in a 218 election?***

No. Zones that entered into the LMD Program after 2002 were created with automatic escalators to account for the increased cost of doing business over time. This is called an automatic Cost of Living Adjustment (COLA). Those zones with this mechanism in place increase automatically and residents in those zones are not subject to 218 elections except those zones where the increase in cost outpace the increases in assessments due to automatic escalation.

### ***How are assessment resources administered and what does a rate-payer's annual contribution cover?***

The annual Engineer's Report is generated by the City Engineer. With assistance from PCS and Finance, the City Engineer identifies the appropriate amount to levy each property. PCS is responsible for oversight of maintenance and responds to public concerns. This oversight includes landscape maintenance, tree-trimming and water-use (including maintenance of irrigation clocks and infrastructure). If a zone is underfunded, PCS staff schedules the maintenance in that zone accordingly.

### ***Who maintains the landscape in each zone within the LMD Program?***

At the Regular Meeting of the City Council on April 15, 2015, Council directed the Parks & Community Services Department to excuse the existing landscape contractor and assume maintenance responsibilities for the City's 80 zones effective July 1, 2015. Council also directed staff to identify funding within the LMD Program to hire an LMD team and purchase the equipment and materials necessary to successfully complete this work.

**STATUS:**

Upon receiving direction from Council at the mid-April Meeting, PCS staff immediately began the process of recruiting/hiring staff and acquiring the appropriate equipment and materials. Department management staff also issued a letter to the vendor that indicated our intent to terminate the contract effective June 30, 2015.

On July 1, 2015, parks maintenance staff began working in the zones despite not having completed the process of hiring and equipment acquisition. The standard duration for recruiting and hiring new full-time staff (including approval from the Civil Service Commission) exceeded our available time-frame. Similarly, acquiring major equipment (such as vehicles and trailers) through the City's Purchasing Policy also exceeded our working time-line. Still, the PCS team began zone work as scheduled and captured time (personnel and equipment hours) spent in each zone for accurate record-keeping.

***Hiring Staff***

PCS worked with Human Resources to recruit and fill vacant positions. The zone crew is comprised of two full-time positions (one Lead Worker and one Parks Maintenance Worker III) and a team of part-time/seasonal staff. The crew is now on board and all crew members have been trained in work specific to zones. A benefit to having two full-time employees working with a crew of temporary/seasonal staff is the flexibility it provides the City. There are clearly times of the year when more work is required and PCS management ensures that the LMD crew is at full strength during those times. Likewise, when the weather cools and the leaves have been removed, fewer staff are needed.

***Administration***

In addition to the acquisition of staff and equipment, the PCS management team was tasked with developing a new system to track and record time and material expenses. While some elements of the system are in place and working effectively, others are still in developmental stages. Ultimately, a major positive byproduct of PCS taking over the maintenance functions in the zones is to fully identify the actual costs of staff and equipment in comparison to historical data. This gives the City more defensible data on assessment levels and, over time, staff will gain a significant level of predictability to annual costs because staff is not reliant on an ever-changing external bidding process.

***Getting it Done***

Upon first taking over the maintenance of the zones, staff began systematically checking irrigation clocks and infrastructure. Within a very short time, staff identified the extensive repairs needed in a significant percentage of zones. Broken sprinkler heads, leaky pipes, root damaged pipes, malfunctioning controllers are being addressed to the level of funding in each zone. Some zones may require multiple years to fully address the magnitude of the irrigation issues. Similarly, struggling and/or dead plant material will be removed and replaced to the level of funding available which may also take multiple years to address properly. Those zones that continue to vote down increased assessments may not benefit from this level of service.

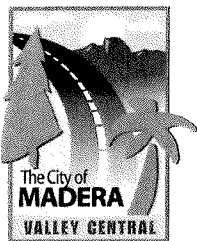
Complaints and concerns from residents began to decline immediately after PCS assumed maintenance duties in zones. Furthermore, the LMD crew has reported that they are routinely stopped by residents who are pleased with the improved condition of the landscape since they took over. Additionally, no service related complaints have been received by the PCS management team since the beginning of August, 2015.

**FINANCIAL IMPACT:**

Currently the vast majority of LMD Program expenses are borne by assessment revenue. If trends indicate that more effort is needed in a particular zone than revenues allow, alternatives (such as maintaining the zone on a tiered schedule) will be explored to bring the zone within budget. Staff is frequently reviewing expenses against revenues with an attempt to limit the need for 218 hearings while maintaining a standard of maintenance that is satisfactory to residents. That said, in a report delivered at the March 18, 2015 Council Meeting, Engineering indicated that City crews working in zone maintenance may negatively impact the General Fund by as much as \$35,000. The specific number is not yet known, though staff is tracking and making every effort to reduce the impact to the General Fund.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN:**

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



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

**June 3, 2015  
6:00 p.m.**

**Council Chambers  
City Hall**

**CALL TO ORDER**

The regular meeting for 6/03/15 was called to order by Mayor Poythress at 6:00 p.m.

**ROLL CALL:**

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

**Absent:** Council Member Andrew J. Medellin

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

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

Pastor John Pursell of the Believers Church gave the invocation in place of Pastor Brannon who was unable to attend.

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

**PUBLIC COMMENT:**

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

John Anderson, Representative for Senator Anthony Cannella, stated that with redistricting last year, part of that time, the Senator had just a sliver of the City of Madera but they changed District 12 and he now has all of the flat lands in Madera County, straight down Highway 99 and everything west of it in Fresno County. Mr. Anderson advised that he is his representative for that area. Mr. Anderson offered, if the

Council or anyone needs anything from Senator Cannella, the City Clerk has his contact information. He added that he is here from the government and he is here to help.

Mike Fuller, residing in Madera, California, stated he lives right across from the new Madera County Courthouse. He commented that, as he has explained to the board members of the Elks Lodge and to the County Board of Supervisors yesterday, they have had a significant increase in the amount of undesirables in the neighborhood, for lack of a better word. They have had a lot more activity of that kind and based on what he has learned from the City Police Department it seems likely due to Prop 47 which was recently passed and it lowered low level felonies to misdemeanors and to relieve overcrowding in the jail so they have kicked a lot of those people out and they seem to be congregating at Courthouse Park. He stated that the Council has a lot on its plate as far as priorities go and this may be relatively low but his concern recently is that it has got quite a bit worse. For example, he noted that it used to be maybe once a year some of them would defecate in the alley behind his house. He commented that it is not every day but it is every week. He added that every night people sleep in the stairwells at the Elks Lodge. He noted that there is a lot of commercial property and there are people there during the day but that is not even the case with the Elks Lodge often, there is nobody there at night. He stated that it is a bit of a challenge and he knows the police are citing people for camping but that is a bit of challenge for them too.

Mr. Fuller added that, noting that this is a little unrelated to the undesirables, but recently the new Madera County Courthouse was used as the newest skateboard park here in Madera. He advised that there was a group of 8 or 10 young men that were quite bold. He commented that it was at night but they were loud and made themselves right at home. He has been in contact with Kim Davis from the Administrative Office of the Courts about that but his concern is that kind of activity is going to go on as well.

Mr. Fuller stated he has one last example. If they look at the existing County Courthouse, it is a pretty defensible space. It is easy to protect but the new courthouse not so much. He knows it is the County's jurisdiction but he is also talking to the Council because the police patrol that neighborhood. He commented that he is looking for low lying fruit, things they can do, eyes and ears, to improve the neighborhood especially since the County has bought up some other properties between G Street and H, south of 7<sup>th</sup> Street, so there is going to be quite a bit of construction going on there. Two, when the City bought the properties in that area in anticipation of construction of the courthouse, and the properties were empty, it didn't take long for a lot of problems to occur. He added that at the one public meeting that they had, in anticipation of the construction for the courthouse, for the neighborhood, he asked the people involved what they were going to do for security and he got blank stares and not much of an answer. He noted that within a few months they got robbed in a big way. He is not sure of the details but thousands of dollars of computer equipment. He doesn't know about blueprints for the courthouse or what but he is clearly making his point that there are pretty significant challenges in the neighborhood which have increased of late. He is hoping, it is going to get a little better but, it could get even worse. He brought it to Commander Frazier's (*Chief*) attention during the break at the last meeting. He wasn't very encouraging because they have challenges with other things to do and at the risk of getting him in trouble with Council Member Bompreszi, but he said of course if you are going to give them free breakfast every morning, it is going to draw them to downtown and he added there are other services that are provided to that population of people downtown which he thinks are very worthwhile to provide because they serve more than that small population he is calling undesirable people. Mr. Fuller stated it is a challenge and the last thing he will say is when he has friends and family come visit they are very aware of the conditions of his neighborhood. If they look at the City of Madera from City Hall to the new Madera County Courthouse, it is nice. He stated it is really one of the nicest parts of town but they don't necessarily have the nicest population of people in the area so he looks forward to working with the City and the County and his neighbors to see if they can at least prevent the situation from continuing to deteriorate in his neighborhood. He stated his appreciation for their time.

Mayor Pro Tem Oliver asked if they could share Mr. Fuller's contact information with Jim Taubert and maybe he can follow up and talk about neighborhood watch and ways to get involved there.

Mr. Fuller stated that would be great. He knows there is a staff person at the County that is going to be in contact with him soon that the CEO gave them his contact information. He would welcome that because

again they are looking for low lying fruit so they can work together in such a way to make things better so he would appreciate that very much.

Lawrence Fernandez with Madera Unified School District stated he works there as their Gang Specialist and also for the last six months he has been asked to oversee the Security Department. He doesn't know that this is a comment but he wanted to address the City Council and maybe with a proposal. He knows they can't speak about it but he will just suggest the proposal. He advised that approximately four years ago Madera Unified was able to purchase two patrol units that were rotated out of the Police Department. He noted that those cars are on their last leg if you would. He understands that there are two, approximately three more that are going to be rotated out. He understands that it goes for the bidding process and the information that they received was that they go anywhere from \$1,200 to \$1,600 at bidding process. What they would like to do to obtain those cars and maybe meet them half way and just go \$1,400 and purchase both of those so that they don't have to go through the bidding process and going out to the auction. They feel that this would be a great benefit to the City of Madera as well as maybe taking patrol off the units when they have kids ditching. He noted that the cars would go back to the community and serve the community in regards to maybe them being at McNally Park. They could go over there and pick those kids up and bring them back. He knows they can't vote on it but he just wanted to throw a proposal out there so that those cars, before they go to auction, maybe they can work with them and they can purchase both those units and maybe units that are going to be rotated out in the future.

Mayor Poythress asked who Mr. Fernandez would contact for further discussion.

City Administrator David Tooley responded that they will have their Purchasing Agent contact them directly.

Mayor Poythress asked if there are any members of the public who would like to make a comment. No other requests were made and Mayor Poythress closed public comment.

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

Mayor Poythress invited Ann Kloose and Mary Diebert from PG&E to join him at the podium.

Ann Kloose thanked the Council for having them and added that joining them is Jodi Velasquez from their San Francisco office. Ms. Kloose advised that Ms. Velasquez is in charge of the cooling centers and she is here to talk about that program.

Mary Diebert introduced Chelsea Fabrizio who is her new teammate here in town and she will be working with all of the City and County of Madera small/medium business customers. Ms. Diebert stated she is glad to have her onboard with their team and hopefully she will be working with some of the City Council on their constituents.

Ms. Kloose commented that she would like to say how pleased they are to be here for a third year in a row supporting Movies in the Park. Today they are also here to present a check for the Cooling Center Grant for \$8,000. They are sponsoring Movies in the Park for \$5,000 again. Ms. Kloose presented the check for \$13,000 to Mayor Poythress. She added that she always challenges the Mayor to be able to put that in his ATM. They will see if he can pull that off. Ms. Kloose stated she would like to have Ms. Velasquez talk a little bit about the Cooling Center Grant and something else that they have planned as well that is in combination with the Summer Program support to cover both programs.

Jodi Velasquez thanked the Council for having them here today. She just wanted to let them know that she is in charge of all the cooling centers in the whole service area of PG&E. They have about 15 different cooling center cities that they work with. What she would like to do with the City of Madera and the Movies in the Park is to hold a low income program of which she is also in charge for PG&E. They want to join the two together so they can reach out to more people in the City of Madera and offer their programs. They have 19 low income programs to help. Ms. Velasquez added that they are very excited to give the \$8,000. With that they hope to give the City a toolkit that will be a tablecloth and all of the applications and brochures

so that they can display their information at the cooling centers. She advised that she will come down and check on the cooling centers once in a while to see how they are doing and make sure they are all a success.

Mayor Poythress asked what movies they will be showing.

Ms. Velasquez advised that the City will pick them.

Mayor Poythress thanked them for the generous donations. He commented that it is going to help their community in so many ways and they surely appreciate it.

#### Late Distribution Announcement

City Clerk Sonia Alvarez announced that pursuant to Government Code Section 54957 members of the public are advised that documents related to the following items were distributed to the Council less than 72 hours before this meeting. Under Section B, Consent Calendar, Item B-8, subject matter a resolution approving a subordination request, the Subordination Agreement was distributed to the Council this evening. Regarding Item B-13, subject matter agreement with Fresno Networks, a revised agreement was distributed to the Council this evening. Ms. Alvarez advised that extra copies are available at the podium for members of the public wishing a copy.

#### **A. WORKSHOP**

There are no items for this section.

#### **B. CONSENT CALENDAR**

B-1 Minutes – 3/24/15

B-2 Information Only – Warrant Disbursement Report

B-3 Consideration of a Resolution Approving a Food Service Agreement with Madera Unified School District to Provide Meals to Eligible Youth During the Summer Food Service Program and Authorizing the Mayor to Execute the Agreement on Behalf of the City (Report by Mary Anne Seay)

B-4 Consideration of a Resolution Approving a Consultant Services Agreement with Madera Unified School District (MUSD) for Partial Administration of the District's Fiscal Year 2015-16 After School Program and Authorizing the Mayor to Execute the Agreement on Behalf of the City (Report by Mary Anne Seay)

B-5 Consideration of a Resolution Approving an Agreement Between Connie and Robert Gowin Jr and the City of Madera for Reimbursement Through the Sidewalk Repair Cost Assistance Program (Report by Dave Randall)

B-6 Consideration of a Resolution Approving an Agreement for Services with the Madera County Economic Development Commission to Administer a Small Business Revolving Loan Program from July 1, 2015 to June 30, 2020 (Report by Daniel Abdella)

B-7 Consideration of a Resolution Approving the Award of Contract for Surface Seals at Various Streets City Project No. ST 14-08 in the Amount of \$384,267.65 to Telfer Highway Technologies, Authorizing Construction Contingencies of Up to 10% and Construction Inspection and Management of Up to 10% as Approved by the City Engineer, and Authorizing the Mayor to Execute the Contract on Behalf of the City (Report by Keith Helmuth)

- B-8 Consideration of a Resolution of the City Council, of the City of Madera, California, Approving a Subordination Request for Eustorgio and Flaviana Ramirez for a CalHome and Home First Time Home Buyer Loan and Authorizing the City Administrator to Sign on Behalf of the City of Madera (Report by Daniel Abdella)
- B-9 Consideration of a Resolution Approving Applications for Transportation Development Act-Local Transportation Funds and State Transit Assistance Funds for Fiscal Year 2015/16 and Authorizing the City Engineer to Execute and Submit the Applications to the Madera County Transportation Commission (Report by Keith B. Helmuth)
- B-10 Consideration of Resolutions Adopting 2015/2016 Community Development Block Grant Agreements for Services as follows: (Report by Daniel Abdella)
- A. The Community Action Partnership of Madera County to Coordinate with the Fresno/Madera Continuum of Care
  - B. The Madera County Workforce Investment Corporation to Provide Scholarships for Adults Learning and Training
  - C. The City of Madera Parks and Community Services Department to Provide Nutrition, Fitness, Recreation and Education Services to Seniors
  - D. The Madera Coalition for Community Justice to Coordinate the Resilient Madera Program
  - E. The City of Madera Public Works Department to Provide Graffiti Removal Services
  - F. The City of Madera Parks and Community Services Department for Americans with Disabilities Act Improvements at Community Centers
- B-11 Consideration of a Resolution Authorizing the Submission of Applications to the Edward Byrne Memorial Justice Assistance Grant Program FY 2015 Local Solicitation (Report by Daniel Abdella)
- B-12 Consideration of a Resolution Approving Amendment No. 1 to Local Agency-State Agreement No. BTA1011-06-MAD-01 for Bicycle Transportation Account Funding for the Fresno River Trail Under Gateway Drive and UPRR and Authorizing the Mayor to Execute the Amendment on Behalf of the City (Report by Keith Helmuth)
- B-13 Consideration of a Resolution Approving an Agreement with Fresno Networks, LLC for Consulting and Technology Services to Assist the City of Madera Information Services Department with Projects and Workload, and Authorizing the Mayor to Execute the Agreement (Report by Ted Uyesaka)
- B-14 Consideration of a Resolution Approving an Amendment and Extension to the Community Development Block Grant Agreement for Services for Sewer Facility Improvements and Authorizing the Mayor Pro Tem to Sign the Amendment/Extension (Report by Daniel Abdella)
- B-15 Consideration of a Resolution Approving an Administrative Policy on Paid Sick Leave for Part Time, Temporary and Seasonal Employees (Report by Wendy Silva)
- B-16 Consideration of a Resolution Approving Health, Dental and Vision Insurance Providers for Fiscal Year 2015-16 and Authorizing the City Administrator to Execute any Agreements or Related Documents (Report by Wendy Silva)

Mayor Poythress announced that he and Council Member Holley will be conflicting out on item B-10. Mayor Poythress asked if there are any other items a Council Member would like to have pulled for further discussion or elaboration. No other requests were made and Mayor Poythress announced that he would accept a motion for all consent calendar items other than item B-10.

**ON MOTION BY COUNCIL MEMBER BOMPRESZI, AND SECONDED BY COUNCIL MEMBER ROBINSON, THE CONSENT CALENDAR, WITH THE EXCEPTION OF ITEM B-10, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 6-0. ABSENT: COUNCIL MEMBER MEDELLIN.**

**RES. NO. 15-87      A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING A FOOD SERVICES AGREEMENT WITH MADERA UNIFIED SCHOOL DISTRICT TO PROVIDE MEALS TO ELIGIBLE YOUTH DURING THE SUMMER FOOD SERVICES PROGRAM AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY**

**RES. NO. 15-88      A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING A CONSULTANT SERVICES AGREEMENT WITH MADERA UNIFIED SCHOOL DISTRICT (MUSD) FOR PARTIAL ADMINISTRATION OF THE DISTRICT'S FISCAL YEAR 2015-16 AFTER SCHOOL PROGRAM AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY**

**RES. NO. 15-89      A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING A REIMBURSEMENT AGREEMENT FOR SIDEWALK REPAIR AT 421 WILLIS AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY**

**RES. NO. 15-90      A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA CALIFORNIA APPROVING AN AGREEMENT FOR SERVICES WITH THE MADERA COUNTY ECONOMIC DEVELOPMENT COMMISSION TO ADMINISTER A SMALL BUSINESS REVOLVING LOAN PROGRAM FROM JULY 1, 2015 TO JUNE 30, 2020**

**RES. NO. 15-91      A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING THE AWARD OF CONTRACT FOR SURFACE SEALS AT VARIOUS STREETS CITY PROJECT NO. ST 14-08 IN THE AMOUNT OF \$384,267.65 TO TELFER HIGHWAY TECHNOLOGIES, AUTHORIZING CONSTRUCTION CONTINGENCIES OF UP TO 10% CONSTRUCTION INSPECTION AND MANAGEMENT CONTINGENCIES OF UP TO 10% AS APPROVED BY THE CITY ENGINEER, AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT ON BEHALF OF THE CITY**

**RES. NO. 15-92      A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING A SUBORDINATION REQUEST FOR EUSTORGIO AND FLAVIANA RAMIREZ FOR A CALHOME AND HOME FIRST TIME HOME BUYER LOAN AND AUTHORIZING THE CITY ADMINISTRATOR TO SIGN ON BEHALF OF THE CITY OF MADERA \*Rescinded by Res. 15-139\***

**RES. NO. 15-93      RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING APPLICATIONS FOR TRANSPORTATION DEVELOPMENT ACT FUNDS, LOCAL TRANSPORTATION FUNDS AND STATE TRANSIT ASSISTANCE FUNDS FOR FISCAL YEAR 2015/2016 AND AUTHORIZING THE CITY ENGINEER TO EXECUTE AND SUBMIT THE APPLICATIONS TO THE MADERA COUNTY TRANSPORTATION COMMISSION**

- RES. NO. 15-94**      **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA AUTHORIZING THE CITY TO MAKE AN APPLICATION FOR AWARD TO THE 2015 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM**
- RES. NO. 15-95**      **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING AMENDMENT NO. 1 TO LOCAL AGENCY-STATE AGREEMENT NO. BTA1011-06-MAD-01 FOR BICYCLE TRANSPORTATION ACCOUNT FUNDING OF THE FRESNO RIVER TRAIL UNDER GATEWAY DRIVE AND UPRR AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT ON BEHALF OF THE CITY**
- RES. NO. 15-96**      **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING AN AGREEMENT WITH FRESNO NETWORKS LLC FOR CONSULTING AND TECHNOLOGY SERVICES TO ASSIST THE CITY OF MADERA INFORMATION SERVICES DEPARTMENT WITH PROJECTS AND WORKLOAD, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT**
- RES. NO. 15-97**      **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING AN AMENDMENT AND EXTENSION TO THE COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT FOR SERVICES FOR SEWER FACILITY IMPROVEMENTS AND AUTHORIZING THE MAYOR PRO TEM TO SIGN THE AMENDMENT**
- RES. NO. 15-98**      **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING AN ADMINISTRATIVE POLICY ON PAID SICK LEAVE FOR PART TIME, TEMPORARY AND SEASONAL EMPLOYEES**
- RES. NO. 15-99**      **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING HEALTH, DENTAL AND VISION INSURANCE PROVIDERS FOR FISCAL YEAR 2015-16 AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE ANY AGREEMENTS OR RELATED DOCUMENTS**

Mayor Poythress turned the meeting over to Mayor Pro Tem Oliver.

City Administrator David Tooley announced that he has a remote conflict of interest and needs to remove himself for voting on this item.

Mayor Poythress, Council Member Holley, and Mr. Tooley exited the Council Chambers.

*B-10 Consideration of Resolutions Adopting 2015/2016 Community Development Block Grant Agreements for Services as follows: (Report by Daniel Abdella)*

- A. The Community Action Partnership of Madera County to Coordinate with the Fresno/Madera Continuum of Care*
- B. The Madera County Workforce Investment Corporation to Provide Scholarships for Adults Learning and Training*
- C. The City of Madera Parks and Community Services Department to Provide Nutrition, Fitness, Recreation and Education Services to Seniors*
- D. The Madera Coalition for Community Justice to Coordinate the Resilient Madera Program*

- E. *The City of Madera Public Works Department to Provide Graffiti Removal Services*
- F. *The City of Madera Parks and Community Services Department for Americans with Disabilities Act Improvements at Community Centers*

Mayor Pro Tem Oliver asked if any members of the Council would like to discuss item B-10 further. If not, he will entertain a motion for action.

**ON MOTION BY COUNCIL MEMBER BOMPREGZI, AND SECONDED BY COUNCIL MEMBER ROBINSON, ITEM B-10, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 4-0. AYES: COUNCIL MEMBER OLIVER, RIGBY, BOMPREGZI, ROBINSON. NOES: NONE. ABSTENTION: MAYOR POYTHRESS, COUNCIL MEMBER HOLLEY. ABSENT: COUNCIL MEMBER MEDELLIN.**

**RES. NO. 15-100      A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING A 2015/2016 COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT FOR SERVICES WITH THE COMMUNITY ACTION PARTNERSHIP OF MADERA COUNTY**

**RES. NO. 15-101      A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING A 2015/2016 COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT FOR SERVICES WITH THE MADERA COUNTY WORKFORCE INVESTMENT CORPORATION**

**RES. NO. 15-102      A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING A 2015/2016 COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT FOR SERVICES WITH THE CITY OF MADERA PARKS AND COMMUNITY SERVICES DEPARTMENT**

**RES. NO. 15-103      A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING A 2015/2016 COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT FOR SERVICES WITH THE MADERA COALITION FOR COMMUNITY JUSTICE**

**RES. NO. 15-104      A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING A 2015/2016 COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT FOR SERVICES WITH THE CITY OF MADERA PUBLIC WORKS DEPARTMENT**

**RES. NO. 15-105      A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING A 2015/2016 COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT FOR SERVICES WITH THE CITY OF MADERA PARKS AND COMMUNITY SERVICES DEPARTMENT**

Mayor Poythress, Council Member Holley, and Mr. Tooley returned to the Council Chambers.

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

**C-1      Public Hearing and Consideration of a Resolution Approving the Measure ‘T’ Annual Expenditure Plan for Fiscal Year 2015/16 and Authorizing the City Engineer to Submit the Plan to the Madera County Transportation Authority for Adoption**

City Engineer Keith Helmuth stated that the purpose of this item is to allow for public review and comment of the proposed projects and expenditures within the Measure ‘T’ funding program prior to approval by the City Council. He advised that this public review and comment opportunity is required by the Measure ‘T’ Strategic Plan adopted by the Madera County Transportation Authority (MCTA). He stated that each year

three local agencies, the County, Chowchilla, and the City of Madera must prepare and approve an Annual Expenditure Plan or AEP for approval by the MCTA. He added that the MCTA will then consider adopting the local agency plans into their Annual Work Program and authorize the expenditure of program funds. He stated that the source of funding for the Measure 'T' is the local one-half cent sales tax approved by voters in 2006. He advised that this funding source will be available for 20 years through 2027. He stated that the funds must be used by the City or any other agency for transportation projects and programs. He added that the Measure 'T' funds are distributed to five programs as required by the voter approved investment plan. The programs are Regional Transportation Program 51%; Local Transportation Program 44%; Public Transportation Program 2%; Environmental Enhancement Program 2%; and Administration and Planning Program 1%. He commented that the funding for these programs are further distributed to 10 specific program categories of which 8 of these programs are under the discretion of the local agency. He advised that the programs are Regional 3R which are Rehabilitate, Resurface, and Reconstruct. He noted that they had item B-7 on the agenda tonight which was surface seals and that was for \$384,000 tonight. The other programs are Street Maintenance, Supplemental Street Maintenance, Flexible Projects, ADA Compliance, Transit Enhancement, ADA Senior Paratransit, and Environmental Enhancement Program. He advised that funding for these programs totals \$2,651,000 this year. Last year it was \$2,486,000. He noted that it is up about \$170,000 so tax revenue is increasing under this program. Mr. Helmuth offered to answer any questions prior to opening the public portion of this program.

Mayor Poythress asked if there are any questions for Mr. Helmuth. No questions were asked. Mayor Poythress stated he would just like to mention that Measure 'T' is really an important measure that they passed that replaced Measure 'A'. He commented that it is a half-cent sales tax for transportation and it gives them an edge in terms of obtaining matching funds from the state and other sources. He thinks there are like 20 out of 58 counties that are self-help counties. He knows the other 38 would love to be self-help counties and they are having problems passing this sales tax measure so they are trying to get the passage threshold down to 55% or so noting that it is at 67% right now. He commented that the City is very fortunate to have Measure 'T'.

Mayor Poythress stated if there are no other questions then he will open the public hearing. No comments were offered and Mayor Poythress closed the public hearing and announced that he would accept a motion for action.

**ON MOTION BY COUNCIL MEMBER BOMPREZZI, AND SECONDED BY MAYOR PRO TEM OLIVER, ITEM C-1, RES. NO. 15-106 WAS ADOPTED UNANIMOUSLY BY A VOTE OF 6-0. ABSENT: COUNCIL MEMBER MEDELLIN.**

**RES. NO. 15-106      A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING THE MEASURE 'T' ANNUAL EXPENDITURE PLAN FOR FISCAL YEAR 2015/16, AND AUTHORIZING THE CITY ENGINEER TO SUBMIT THE PLAN TO THE MADERA COUNTY TRANSPORTATION AUTHORITY FOR ADOPTION**

**C-2      Second Reading and Consideration of Adoption of an Ordinance Amending Chapter 5 of Title V of the Madera Municipal Code Regarding Water Regulations**

Public Works Operations Director Dave Randall stated they may recall at their last regular meeting, on May 20, 2015, they introduced this ordinance. He commented that in general they sort of recognized that this is a response to the Governor's mandate to try to reduce some of their water consumption. He noted that the Governor had asked for 25% reduction statewide and on an individual city by city basis everybody was assigned a reduction. He advised that the City of Madera was assigned 28% and to date they have reduced by 9% so that leaves them with 19% to achieve. Mr. Randall stated, to that end, they had proposed these regulations in hopes that they may be able to move towards that goal. They have been at two days watering for over a year now so they don't foresee themselves being able to quite make that with what they currently have. He stated this was the opportunity to put into place some additional tiers of regulations rather than jumping all the way to the next level.

Mr. Randall stated that the major provisions are again, a tiering of restrictions where they currently had already adopted this ordinance as an urgency ordinance and selected that the City would be at Level C. What that meant for them was that they reduce from two days a week watering to one day a week watering with odd number homes being watered on Saturday and even numbered homes being watered on Sunday. If they are not able to make the reductions they desired or the state mandated, they could go to the subsequent tiers, or if they did make it and they wanted to reduce it they could at any time by Council resolution. He commented that the next step, if they were to take beyond Level C, would take them to no outdoor watering except for drip irrigation for trees and shrubs. They don't foresee that initially but they will have to wait and see how the public responds and what the results are. Mr. Randall stated he would be glad to answer any questions about the specifics of the ordinance if they would like or they may want to hear from the public.

Mayor Poythress commented that the report states that the City of Madera has been identified as a Tier 7 water supplier that is mandated to reduce residential consumption on a per capita basis of 28% from 2013 consumption levels. Mayor Poythress noted that is from April or May of 2013.

Mr. Randall responded that is correct.

Mayor Poythress stated they went to two days a week last year so they were at three days a week during 2013. When they went to two days a week they dropped their consumption. They dropped it by 9% so they made it 19%.

Mr. Randall responded correct.

Mayor Poythress commented that based on that, if they reduce it another day, is it logical to assume that they will only drop it by another 9% and then they would still have 10% to go.

Mr. Randall responded that there is a lot of speculation on it. He noted that it is not an exact science. Some people would say that it is somewhat a non-linear equation that people are just going to water more in a shorter time period; some people don't. He added that there are a lot of factors and unfortunately they only control some of them. What they will see is that some of the largest factors are about weather and he can't control that one. He stated that it is really hard to predict. There aren't good models out there. Today he was calling around trying to find out what other jurisdictions had seen in reductions for the actions they had taken. He stated that so far they really haven't found anybody that really has sort of been able to show a causation between some of the actions they have taken. He noted that part of the problem is they can't attribute usually the reductions to one thing. He stated that it is usually a compilation of a number factor, other rebate programs, just general education, and cultural awareness has been heightened this last year about water. He stated it is sort of hard to try to point to something and say that is going to do something. He would like to say he was that guy but if he could, he would probably be working someplace getting paid a lot more.

Mayor Poythress stated the potential, even with reducing another day to one day a week, they may not meet their goals. He thinks in the report it mentioned that our intention is to implement these measures in good faith of meeting our goal so the state does not levy any fines against the City. These fines can be up to \$10,000 a day. Mayor Poythress added that it says that if the results of the restriction do not yield sufficient reductions to appease the state it would then be recommended to move to higher levels of water restrictions. Mayor Poythress stated this is a state thing. It is being dictated to them so if they remained on two days a week watering they would be a long ways away from meeting goals that the state has given them and if they don't meet those goals they could be subject to some pretty heavy fines.

Mr. Randall agreed. He added that this is all sort of new so everyone is trying to figure out what is going on. He advised that at a recent webinar they talked about these questions. He noted that the question on everybody's mind is what are you going to do? Who are you going to fine next? He commented that they all want to be in the middle of the pack not getting picked off. Mr. Randall stated that the state is definitely

rattling the saber, whether or not they will swing and connect is something else. He noted that they have made it very clear that not only are there fines but they can mandate specific conservation measures to individual agencies and they can get cease and desist orders so they say. He commented that the City Attorney might feel differently or their attorney might feel differently. He noted that it is a new frontier and they are a little nervous but they have been fairly clear that they are not going to just sit back. Mr. Randall stated that their concern is if they don't do something they are going to be an obvious target. They want to make a good faith effort but they are trying not to get too far ahead of what they need to do.

Mayor Poythress asked if they stay at two days a week would he call that a good faith effort.

Mr. Randall responded no. He thinks it would put them in the crosshairs.

Council Member Bomprezzi stated she has received many calls in just the last couple of days in regards to this issue. She was pointed to look at some of the neighboring jurisdictions, City of Clovis, City of Fresno which she really couldn't find much of however, City of Clovis has to meet a 36% reduction in water use. They just went down to two days a week but they sent out a letter to their water customers explaining the Governor's proclamation and what they need to do. They are proposing two days a week per week April through October. She added that it explains to them that they are required to reduce their usage by 36% or they will be assessed a penalty. Council Member Bomprezzi stated that she has not even heard in the City's conversations where they have even done an outreach to customers regarding the drought conditions. She personally doesn't want to see her neighborhood any browner than what it is and due to the water meters being put in a lot of the neighbors just have not watered their yards. She has a real issue with cutting down to one day a week. They have already showed that they have conserved 9%. She feels through community outreach that they can do other conservation measures besides cutting the water off. She added that if anybody is interested in the letter she has made copies.

Mayor Poythress stated they have 'x' amount of water that they pump out every year and asked what is the biggest percentage of water in terms of use.

Mr. Randall responded that residential is 85% of their consumption.

Mayor Poythress asked what percent of that goes to their lawn.

Mr. Randall responded north of 60% is considered outside irrigation, lawns and other uses. He added that can vary. That is just a general sort of industry thing. They will see numbers at 65% and 55% but it is in that neighborhood.

Mayor Poythress commented that it doesn't look to him like there is any possible way for them to meet the goals that they need to meet if they don't go to one day.

Council Member Bomprezzi stated she doesn't agree with that.

Mr. Tooley stated that in addition, at Clovis, there are specific restrictions on the amount of water that a home can use.

Council Member Bomprezzi stated 10,000 gallons.

Mr. Tooley commented, to Council Member Bomprezzi's point, that there are obviously a number of tools out there that they can pursue. He noted that the question that the Council as a board has to come to grips with is what is going to give them their sweet spot, their best chances of success. They are going to do outreach and he is not trying to influence the decision one way or another. They have two frequently asked question pieces that they are going to be putting out in the mail. They want to do the Prop 218 notice first but with all of that said, he thinks the discussion this evening is obviously about the ordinance and any other tools that they want to bring to the table to achieve the compliance requirement.

Mayor Pro Tem Oliver stated he knows that at their last discussion regarding the water restrictions, they looked at new information for folks being able to look at their usage on a daily basis; not just a monthly basis when it comes in the mail. He asked what the realistic timeframe is to implement that new software change and to provide folks that ability.

Mr. Randall responded that they just had a meeting with a vendor this afternoon and it was a little faster than he had anticipated. He commented that if things line up correctly, 6 weeks, they might be able to have that there. He noted that it is dependent upon a few things and he doesn't want to promise because he is not the person delivering that but potentially it could be that short. He thinks it would be more realistic to think it is more like 8 to 12 weeks to have a portal that people could get that information directly from.

Mayor Pro Tem Oliver commented that as far as when the Governor looks at their usage and consumption and whether or not they are complying, is this going to be an end of the year deal or until he lifts the emergency order and is there a time in the future that they are going to look to measure whether or not they are actually meeting their goals.

Mr. Randall responded that every month they are reviewed.

Council Member Bompreszi asked if there is any way they can read their own water meter to see what their consumption is or not.

Mr. Randall responded yes. If they are willing to go out and open it up there is a little lid and they can read it.

Council Member Bompreszi stated that would be good for her and for the residents to know that they can go out and read their own meter because they are all on meters in the City. She added that is another thing they did in the letter to the city.

Mr. Randall agreed that is a good informational piece for people.

Council Member Holley stated they just get a 9/16 socket and take it up. He commented that they look at this and each year they are doing something that is real devastating. They went from three days to two. Now they are going from two to one. What they are looking at and what is really going to happen is they have people watering from 7:00 in the evening to 10:00 in the morning all night long. He noted that water is going to be running. He thinks that is going to cause a real hardship on folks to stay home all day Saturday and Sunday just to water their yard that they miss out on all week long. They are going to use more water in those few hours than they do in a two day a week watering system. They are not saving. He doesn't see the saving value there. They have people coming around to check but who is stopping them from watering all night long. Water is going to be running down the street while they are sleeping. He feels that is going to waste more water than they are doing right now by cutting them down to one day a week.

Council Member Rigby stated he thinks the challenge is great. He thinks Council Member Bompreszi makes a great point as does Council Member Holley. He commented that his curiosity is that if their intentions are to inform, to educate, to equip the public, and he can't even get the public to come out to one of their City Hall meetings to talk about Prop 218, he is left to understand that they don't want to learn. They are not going to want to go through the conservation process. They don't want to learn how to put a cap on their sprinkler. He stated it is sort of like they have to pick their poison. Are they going to choose to remain at two days a week and hope and pray that people come out to want to learn how to conserve or do they just sort of make the parental decision, if you will for lack of a better word, and say hey here is your one day a week. He added that he does see Council Member Holley's point. He seems to agree that a lot of people are going to go out of town on weekends, set their timers to water for two to three hours.

Mayor Pro Tem Oliver stated Council Member Bompreszi made a good point. He knows some communities are even offering their folks water audits so they can come and have a report as to what their usage is and

analysis and what not. That is probably something they should definitely look at. He noted that information is key. He thinks the underlying point is they can do a lot more. They can do a great deal more outreach. There needs to be moving forward, not just in the short term. There needs to be a long term discussion about their water infrastructure. He knows that there are a lot of folks channeling that energy to think about positive ways that they can all be a part of the solution. He added that at the end of the day, he knows that the state is using a 2.3 billion gallon benchmark in 2013 and asked if that is correct.

Mr. Randall agreed.

Mayor Pro Tem Oliver stated at 28%, at face value, they are looking at upwards of 600 million gallons of water to conserve and save. He doesn't know how they get there with two days a week. He is definitely open to perhaps providing folks an opportunity, watering once but maybe on a Saturday or a Tuesday to have a little bit more flexibility but he doesn't know how they are going to get to that benchmark that is coming from the state with the current status quo. He thinks that is an important figure to note, 600 million gallons of water which they are being asked to conserve and save and he doesn't know if they can get there with the current schedule.

Council Member Robinson stated that the bottom line is when the Governor went up to the Sierra it was bone dry. There is no water for their ornamental grass, flowers, whatever. If they can convert to take the turf out and add a garden. He commented that during WWII they had the victory garden. They weren't concerned about grass. They were concerned about eating. They have to dig down deep and do the best thing which is conserve water.

Council Member Bompreszi stated she personally thinks that they are giving up on their residents in their different districts. She thinks they care about their neighborhoods. They care about growth in Madera. To her, by going one day, they are not giving their constituents a chance to prove that they can conserve water without cutting the water down to one day a week. That is her personal feeling. They need to challenge the 68,000 people that live in the City of Madera and by passing the ordinance where they are cutting off water to one day a week, to her, it is not even showing that they have faith in their community.

City Attorney Brent Richardson stated it seems like there needs to be some clarification on what is before the Council. If they recall, at the last meeting there was an urgency ordinance that was a parallel ordinance to this one that was adopted. It had essentially the same language then they run the permanent ordinance parallel. He asked that they keep in mind that the ordinance actually allows for the use of a resolution to set the restriction level. He commented that there was resolution adopted at the last one that set that restriction level. He is just trying to clarify that the ordinance is not actually the thing setting the restriction and that a parallel version of the ordinance has already been adopted. He thought it might be necessary to point that out. They already have the urgency ordinance adopted. He advised that this one doesn't actually set one day. If they wanted to go back and set two days they would actually just bring a resolution back at the next meeting lifting it back up to whatever they wanted to. He stated that in light of the conversation he thought it needed clarification.

Mr. Tooley stated he certainly enjoys these moments noting that there is clear division of opinion on the City Council. He commented that he would offer the following for their consideration. He stated that there isn't going to be a silver bullet solution to this problem. He noted that by and large people in California do not yet understand the severity of the issue that is before them. They are going to have to change their ways. He stated that the question is one of how do we do that and this is a little bit about the exercise of do you boil the frog slowly or do you turn on the blender and get done all at once. He commented that among the tools that they have available to them are additional restrictions which they are discussing this evening and the biggest factor that is going to get people's attention is going to be tiered water rates. He noted that when people have to pay more for water they are going to have to make an economic decision and most often people are going to vote their wallet. He commented that the most conservative approach they can take is to continue to act with regard to reducing water to watering to one day a week and then wait for the passage of their rates. Their alternative is boil the frog a little more slowly and wait and see what their water rates do before they choose to pursue one day a week. He stated that it is a choice. He

is not making a recommendation to them. He is just reminding the Council that they have a number of tools and they should be picking the tool that they think best gets them where they want to go and best represent the community values.

Mayor Poythress added and to keep them out of trouble with the state.

Mr. Tooley commented that he would love to stay out of trouble; not limited to the state.

Mayor Poythress asked if any members of the audience who would like to speak. He advised they will be given up to three minutes each for public comment.

Lori Pond stated she just wanted to let them know that there are a lot of them that are here tonight and they are sympathetic to the situation that they have at hand; they are in a drought. She commented that this drought may continue. It may go on for a number of years. She wants to know that she lives in a city that the City staff and the Council have taken all opportunities, exhausted everything possible to conserve water but also to look for grants. She thinks getting to this point of just letting the City go brown is probably the wrong approach and have they done everything possible with grant writing like other cities have done. If they could go for the two days a week, and like Council Member Bompreszi said, give your city residents a chance, send out some outreach. She received nothing in the mail about this. She asked that they let them know what they want them to do but don't restrict them down to one day a week. She had a long conversation with some landscapers and they live in 100 degree weather. They know what is going to happen one day a week. They are either going to get overwatering or grasses are going to die and she thinks if they make their residents panic by limiting them to one day a week they are going to get that all night long watering. They don't want to let their grasses go brown so there has got to be some other solutions. She thinks that they as residents of this town should be given the opportunity to see if they would conserve themselves whether they look at water meters. She doesn't have one yet. She lives in a gated neighborhood. They don't have water meters but she thinks a majority of the residents who care will naturally conserve if they have some communication directed from the City of Madera. She thinks it is something that people will be concerned. They are going to have the group of people that don't care one way or the other but she thinks they should look at what other cities are doing. Are other cities going to one day a week in Fresno, Madera, Merced, Kings County or are they sticking with two days a week? She understands that the City has a goal to meet and they are all sympathetic to that. It is not like they don't care. They do care but she thinks there are other ways to possibly manage the conservation that they need to meet for the State of California short of immediately going to reducing them to one day a week.

Mike Fuller, residing in Madera, California, stated he could talk about this issue for a long time but he won't. With all due respect, he is really concerned about the adequacy of their efforts not only to meet the state mandated cuts but what is the City of Madera going to do long term. He noted that historically the County of Madera was the poster child for groundwater or for land subsidence in the 1930's. He stated it has been an overdrafted groundwater basin for a long time. Based on what he knows, the City of Madera has very limited potential to access additional sources of water as compared to the City of Fresno or the City of Clovis. He heard some discussion of buying water at their last meeting. He noted that it is pretty unlikely because they will be competing with people that have a lot more money than the City does. He added that there are some technical challenges to what they are suggesting. He noted that grass is very shallow rooted so frequently watering now is 10 minutes on the days they can do it and that is fine so if they try to play catch up on a Saturday and water all day, it is just going to be a waste of water. He commented that the grass will either get overwatered and drowned or it is going to go dry anyway. He spoke at the last Council meeting about his use of mulch and he encourages that specifically for trees. What he is doing in his yard may not necessarily be a model for other residents because he uses water. He noted that drought landscaping or artificial turf, those might be better options. He does really emphasize mulch for trees especially for the Parks Department. He has over 50 yards of mulch in his yard and 80% of it was free. He stated he won't get into too much detail but the soil conditioning he did so that the water would percolate and stay in the ground and adhere to the organic better. He stated there is a lot more that the City could do. He too was disappointed that there hasn't been more public outreach. He heard them asking Mr. Randall last week how are they doing with water. To be honest, he was a little surprised because it was at

least a year ago that he spoke, he can't remember his name, their City staff that is responsible for the wells in town, and he was asking him how they were doing and he said, for three years we are pretty good but he was concerned after that and he also talked about the tanks the City is going to get. Mr. Fuller commented that it is one thing to meet the state mandates. He noted that the City of Madera is between a rock and a hard place long term. He advised that the last example he will give is he has had quite a bit of communication with Mary Anne Seay, the Parks and Community Services Director, and some of it has been very pointed bordering on rude really. He thinks there is a lot more the City can do. They are just scratching the surface.

Mayor Poythress stated he wants to keep these things in line and he knows Mr. Fuller has had a chance to talk. He was here in public comment earlier and had a chance to talk about it and thanked him.

Mayor Poythress stated they have had a lot of things on their plate here in the City. First of all they have had the perfect non-storm. They've got three issues that have happened all at once. They have had the landscape maintenance issue come up which has taken an inordinate amount of time of staff, of Council time, to go to meetings two or three times a week to meet with neighborhoods to explain what is going on there. He stated that this reduction of water didn't happen a year ago as far as the Governor's mandate. It happened May 1<sup>st</sup> so they haven't had a lot of time to get a lot of information out. They've got limited resources as far as folks and again, they have been very focused on this landscape maintenance district stuff. He noted ballots went out and they only have so many people so as far as dealing with ideas and ways to cut back and so forth it is just impossible from a timeframe standpoint. He advised that the third thing is that they are looking at some capital improvements at the same time so that they don't turn into a Parkwood. He stated that a year ago, at this time, when they were talking about wells and things of that sort, they were bailing out a 3,000 member community that was out of water. They hadn't done their work. They hadn't done their redundancy in wells and they were down to vapors. He thinks that the City has done a pretty darn good job in terms of making sure their residents have water. They've got 19 wells, not all of them operational, but they are getting there and again it is to protect their residents at the end of the day so to say that they haven't been doing their job in certain ways he thinks is a little short sided. He commented that the City has been doing their job and the job for other agencies and jurisdictions. He wanted to make that point right now.

Mayor Poythress asked if there are any other members of the public who would like to make a comment. No other requests were made.

Mayor Poythress commented that the City Attorney mentioned that the ordinance has already been passed for the one day a week.

Mr. Richardson replied that the ordinance was passed that had the structure which allowed the City Council to set by resolution whether it was one day a week or two days week. There were five or six different levels within that ordinance so what was passed actually was that structure then along with that was a resolution that was adopted that set it at one day a week. He advised that in order to lift that they would have to bring back another resolution at a future meeting to lift that back off. He commented that was his point that they adopted a structure and the restriction was done by resolution which was separate from the ordinance.

Mayor Poythress asked what exactly is tonight's ordinance doing.

Mr. Richardson stated that typically when an urgency ordinance is brought before the Council, at the same time, they will initiate a regular ordinance with the same exact language. He advised that the reason for doing that is if somebody were to challenge the urgency findings, they don't lose time that way. He noted that it is a pretty common practice. He stated this is basically the second reading of the normal process for the ordinance.

Mayor Poythress stated that by passing this tonight all it does is just put it into more of a legal type as far as a challenge goes.

Mr. Richardson commented that it tightens things from a challenge perspective on the urgency findings only. When they do an urgency ordinance, it has certain findings of urgency so it basically tightens up their ability to withstand an attack that way.

Mayor Poythress stated if they wanted to consider something else as far as whatever that might be, that would have to be in a separate resolution.

Mr. Richardson responded if they wanted to change the restriction level within that structure that was adopted, they would just direct staff to bring back a resolution to change that.

Council Member Holley stated he thinks that is what they need to do. He was sitting here figuring this up. They look at telling them they can water one day a week. That is 15 hours they get to water all night from 7:00 o'clock in the evening to 10:00 o'clock the next day. He stated nobody is going to be up at that hour in the morning. He thinks they can keep the two days a week if they gave them a timeframe in which to water. He suggested 4 hours in the evening and 4 hours on the next day and do that twice a week. He thinks knowing that they have some way to still water two days a week will give them some avenues of good faith because he doesn't think they are going to want to stay up all night long watering or watch water run down the road. If they look at putting in a time frame from 11:00 to 7:00 would be 4 hours, 6:00 o'clock to 10:00 o'clock in the morning give them another 4, and that is 8 hours on that one day. He advised that would give them a two day a week watering frame and he thinks that will work a whole lot better than telling them they can water one day a week at 15 hours.

Mayor Poythress stated in light of what has been discussed tonight if they want to do something, what they do here on this particular item, will have no impact one way or another on something they do in the future. Mayor Poythress asked for reading of title.

The ordinance was read by title by the City Clerk.

**ON MOTION BY COUNCIL MEMBER BOMPREZZI, AND SECONDED BY COUNCIL MEMBER OLIVER, FURTHER READING WAS WAIVED, AND ITEM C-2, ORD. NO. 922 C.S. WAS ADOPTED BY A ROLL CALL VOTE OF 5-1. AYES: COUNCIL MEMBERS POYTHRESS, OLIVER, RIGBY, BOMPREZZI, ROBINSON. NOES: COUNCIL MEMBERS HOLLEY. ABSENT: COUNCIL MEMBER MEDELLIN.**

**ORD. NO. 922 C.S. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING PORTIONS OF CHAPTER 5 OF TITLE V OF THE MADERA MUNICIPAL CODE RELATING TO WATER SERVICE RESTRICTIONS**

Council Member Bompreszi asked if they want to bring a resolution back because this adopted Level C.

Mr. Richardson responded that the Level C was already adopted by the resolution. If Council would like staff to bring back a resolution for consideration that adopts a different level they would basically just want to indicate that.

Council Member Bompreszi stated she would like staff to do that to adopt a Level B moderate provision.

Mr. Tooley stated that Council Member Holley had some additional language changes. He recommended that they bring back exactly what Council Member Bompreszi asked for. He stated to Council Member Holley if they want to modify it that evening then they can have that discussion. He asked if that would work for both of them.

Council Members Bompreszi and Holley responded yes.

**D. WRITTEN COMMUNICATIONS**

**D-1 Request from Modesto City Council to Consider Adopting a Resolution Recognizing the San Joaquin River Valley as a Travel and Tourism Destination to Promote Economic Development Opportunities**

Council Member Robinson introduced Commissioner Virginia Medueno.

Virginia Medueno stated she is kind of here wearing a couple of hats. Her first hat, she wants to put full disclosure out there, is that she does serve as the Vice-Chair for the California Commission on Voting and Water Ways and as such, she served a role on the San Joaquin River Valley Travel and Tourism Project that they initiated about two years ago. As they know, and being a valley native she understands that their change in the valley is happening. They understand the demographics are changing. They understand droughts are happening. They understand that agriculture, being their number one industry, has changed and will continue to change. As they have seen with some of the latest reports in terms of not only their demographic changes but also seeing that they are losing jobs in the agriculture sector specifically because of modern techniques, more machinery, jobs that her grandparents parents did when she was very young, those jobs don't even exist anymore because again, mechanization. She advised that there is a group of them that came together about two years ago noting that most of them are convention and visitor bureau types. Some of them are business leaders, chamber members, and they recruited from Fresno all the way into San Joaquin County. She stated that the premise is how do they start to cultivate and bridge more relationships, if you will, in trying to capture part of the \$10.9 billion travel and tourism industry into their great San Joaquin Valley. She commented that the State of California, one of their biggest draws, if you will, in terms of industry is travel and tourism. She asked that they remember that number \$10.9 billion annually. If they take a look from Fresno County, Madera County, Merced County, Stanislaus County which is where she resides, and San Joaquin County, they get a measly 2% of that \$10.9 billion. She asked why is this important and stated it is important because they have a lot to celebrate. Not only in Stanislaus County or San Joaquin County but Madera County and Fresno County, if all five cities, the five largest cities came together and said what do we do to continue to promote and brand this great region. She noted that they have done a terrible job as a region to come together and brand themselves. She stated that as Vice President of Government Relations, noting that is another hat that she works for, for the Sino American Trade Development Association in Beijing, they know about Napa Valley. They know about the Silicon Valley. They know about San Francisco, Yosemite, Los Angeles, Disneyland, and San Diego. They are always, always forgotten when it comes to travel and opportunities for bringing in foreign visitors as well as the 11 plus million people that are just on the other side of that mountain. They are here to not only tell them a little bit about this but also to tell them that the City of Modesto, being the largest City in Stanislaus County, took a position and said, you know what, we understand and we absolutely believe that we can get a larger share of travel and tourism dollars not only into Modesto, not only to Stanislaus County, but to the entire five county region. They are hoping that the City of Madera, with everything that they've got, they've got a lot to celebrate. She stated that they do talk about Madera and the Madera Wine Trails. When Lodi is touting what they are doing, they are saying hey down south in Madera they also have some great destinations and some great opportunities for people to take it all in.

Ms. Medueno stated she is here to humbly ask them to also consider a resolution that was again adopted by the Modesto City Council to see if this is something that the Mayor and the rest of the Council would support.

Mayor Poythress asked if there are any questions or comments for Ms. Medueno.

Mayor Pro Tem Oliver stated he saw that this would require getting the EDC's involved and tourism bureaus. He asked what the participation is from the Central Valley EDC. He knows it is a collaborative effort between their respective economic development engines. He asked if there is a financial request or investment being asked as well and if so, how does she see that.

Ms. Medueno stated that at this time they are not asking for any financial support. What they are hoping to do is get everybody to say yes this is important. They have developed a website. They have developed their first brochure. They are going out and meeting with other chambers of commerce. They are meeting

with convention and visitor bureaus. She stated that she needs to put this out there publicly. She added that Leila Force with the Fresno Convention and Visitors Bureau has been amazing in terms of putting her best foot out there and saying, imagine if we all put in a little bit of support we could grow this and we could become a landmark, if you will. She added that they don't always have to think about Napa Valley or the Silicon Valley. She asked that they remember this, from a branding perspective, they have name recognition. They are recognized as a region and why don't they have that same designation. They have a lot to offer, the bounty of their valley, the fiber of their essence of being an ag U.S.A. She stated that when she goes to China and she meets with her colleagues they always ask where are you from and she always tells them she is from the new California. I'm from the best of California. When they come here, they fly into Vegas and then into Stockton, she brings them through the backroads and every single time she always gets the same reaction, you are so lucky as residents to live in this region. You are so fortunate. She stated that just two weeks ago, having spent 11 days in Wuhan, Zibo and Beijing she can tell them that visitors wish they had an ounce of what they have in this great region. She thinks they would all appreciate that we live in probably one of the most incredible regions of the State of California and yet they don't do enough to highlight it, to celebrate it, and to promote it and she would like to start seeing them start doing more of that.

Mayor Poythress stated those are great points and he really appreciates it. He commented that she is absolutely right. They have so much going on here, that rich agricultural region that they are, and that is all they need to do is just travel and they will come back and know what they have here. Mayor Poythress thanked Ms. Medueno.

Ms. Medueno asked if she can get a quick photo with the Council. She stated if they are going to do this it starts tonight.

Council direction was given to bring a resolution back for consideration.

## **E. ADMINISTRATIVE REPORTS**

### **E-1 Report and Request for Direction on Possible Changes to the City of Madera Typical Street Cross Sections**

City Engineer Keith Helmuth stated this item is for possible changes to the typical street cross sections. Mr. Helmuth provided some background. He noted that the standards have been in place since about 2005. They are primarily utilitarian in nature. They allow vehicles to travel the road and in many cases they have sidewalks but in general they fall short of the Vision and the General Plan and the goals contained therein. Mr. Helmuth stated their objectives are, based upon what they see in the Vision Plan and the General Plan, to have a walkable and bikeable City, that it be transit oriented, and that the streets be aesthetically pleasing, and while they are doing this also maintaining the existing street capacity to pass the vehicles that they are expecting in the future. Mr. Helmuth added that if the standard plans were to move forward, they would be approaching a standard which would be considered a complete street. He stated that the definition, as given by the National Complete Streets Coalition, is that complete streets are designed and operated to enable safe access for all users and that pedestrians, bicyclists, motorists and bus riders of all ages and abilities are able to safely move along and across a complete street. He stated this is just one organization. He noted that there are several others that have definitions but in general, complete street looks towards these types of goals.

Mr. Helmuth stated the proposed standards include dedicated bike lanes, about 5 feet of dedicated pavement. He commented that the minimum is 4. They are matching what the City of Fresno actually does on that right now. It also includes improved pedestrian amenities such as taking the sidewalk from 5 to 6 feet. He noted that in general 5 foot sidewalks aren't very comfortable for a lot of people; 6 feet gets them a little bit better. Standards also include a wider island to provide pedestrian refuge. He noted that right now they have a 16 foot median. They are proposing that would go to a 17 foot. He explained what that would do, along with reducing the left turn lane to 11 feet, is give them a 6 foot wide nose at the intersections and pedestrians would be able to step out of the crosswalk and onto the refuge and wait until there is an

opening in traffic or the traffic signal allows them to continue the rest of their trip. He referenced aesthetics and stated that the standards they are proposing have wider park strips and they also have meandering sidewalks.

Mr. Helmuth displayed the artist conception of the first standard collector which proposes taking the right of way from 80 to 106 feet. They will note that they show green and it will probably go to drought tolerant landscaping over time. He commented that the green is just a depiction of what it might look like if they had water again.

Mr. Helmuth referenced arterials. He stated the existing right of way is 100 feet and this proposes 120 feet. They will see that it shows the 17 foot median and parkstrips to go from about 10 feet to about 20 feet or so. He referenced the bike lane and stated he was joking about that, at least with himself, that it is a Google bike. They will see there is no rider on it; it is an automated bike.

Mr. Helmuth referred to the 6 lane arterial. He advised that all that happens here is that an additional two lanes are added to the typical arterial section. He noted that there are a few sections contained in their General Plan, the Circulation Element that shows in the future, 20 years from now, there would be sections that are projected to need 6 lanes. He displayed the full build out of a 6 lane arterial.

Mr. Helmuth advised that they won't see transit lanes on the streets. He noted that Madera is not quite there yet. They generally have to be a bigger city but what they can expect to see in the future, what Madera is ready for, is bus turnouts. They would be looking towards a street intersection detail. He advised that is not included in their current standards; this would be brand new. He stated that would show where the bus turnouts might be. It would also show the details of a pedestrian refuge and how that would work. Regarding wheelchair ramps, typically they are used to seeing one wheelchair ramp at an intersection to standards. Now they are going towards 2 wheelchair ramps; one on either side of the return. He noted that reduces the crossing distance for pedestrians. He added that wider roads allow the ability to make U-turns. He commented that if they need to go back down the street 100 feet to get in to some place, it is sometimes difficult at least with their collector standard.

Mr. Helmuth stated that right now, a typical intersection in this City and many other cities, they build a single left turn lane and travel lanes. They don't necessarily plan for dual left turn lanes or right turn lanes. As they move into the intersection standard they may want to go ahead and consider dual left turn lanes as a standard or right turn lanes or at the very least give the provisions for that, push the expensive infrastructure out of the way, the power poles, the transformers, traffic signal poles. He advised that typically they would place the traffic signal poles two feet from the edge of the curb. If they are planning for future, they might push those out to where they don't have to be moved again. If they move a traffic signal, that alone costs them \$25,000 to move it even now. He commented that at the intersection of Schnoor and Cleveland they have a project going there, he is sure everybody has seen it by now, where they are adding dual left turn lanes on one approach. He advised that the cost of those dual left hand turns is \$175,000 and they are staying primarily in the existing roadway.

Mr. Helmuth commented on the impacts for the standards for the collector streets noting that each side of the street would dedicate an additional 13 feet. He added that for the arterial, that would be 10 feet and 22 if they are talking about 6 lane arterial. He noted that those improvements have costs of course. First is the right of way. Their preliminary recommendation is that the additional right of way would be dedicated as part of typical entitlements. He added that the improvements themselves might very well be paid for using development impact fees and they will explore as they move forward, if the Council so desires.

Mr. Helmuth stated that if the Council does provide direction to revise the current standards one of the first things that would happen is they would prepare the draft intersection standard. Another part would be to begin the development of development impact fees. He noted that with the development impact fees, those would address some of the additional costs. If they move into that they would also bring in the development community to look at this and see what they think about it. He noted obviously, anything that requires

additional dedication or infrastructure costs money and impacts their ability to develop so that would be an integral part of that as well. Mr. Helmuth offered to answer any questions.

Mayor Pro Tem Oliver referred to the entitlements and noted if someone comes in and they have these standards approved and it would come in the form of say like, irrevocable offer of right of way, his only comment is that he thinks that these elements are important. He thinks it does speak to the Vision Plan and as Mr. Tooley mentioned last night, he talked about what are we going to look like years down the line so that folks, millennials, young families are looking at Madera to raise a family. He stated that what he thinks is also important, not only just a new development, a construction is also looking at their older areas of town and looking at ways to make necessary improvements for a more walkable city. He knows that is going to be capital intensive. For him, although it is reflective in their Vision Plan, their General Plan document, he would like to maybe have a discussion about priority areas or targets or a general plan as to what they want this to look like, have some type of coordination and plan in place instead of using entitlement section of their code and requiring folks to provide a greater portion of right of way. He stated it is just a comment. He does appreciate the presentation and he does think it speaks to Vision 2025 and where they see their community years down the line.

Mayor Poythress stated they are asking for direction or concurrence with what has been presented.

Mr. Helmuth responded yes.

Council concurred with staff's recommendation.

#### **F. COUNCIL REPORTS**

Council Member Bompreszi reported that she attended the Citizen Advisory Committee (CAC) at the Central California Women's Facility (CCWF). She reported that they now have a K-9 Unit with two dogs. She added that it has been pretty quiet at Valley State Prison. They have a new warden and she met him today.

Council Member Rigby reported that he is excited to attend both the Class of 2015 for Madera High and Madera South High School graduations this week.

Mayor Pro Tem Oliver reported that he attended the Jefferson Neighborhood Watch Teams block party this Saturday. They had about 40 people in attendance. They got a couple of bands out. He advised that it was really exciting to see that they are not only coming together during times of difficulty in burglary and break-ins but, they are being proactive and really showing some great community ownership. He stated it was a great event and he was really proud to attend.

Mayor Pro Tem Oliver reported that today he attended the Madera Police Department, MPOA's Blood Drive. He advised that it looked like it was a very successful turnout so he got poked for the cause and it was fun.

#### **G. CLOSED SESSION**

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

City Attorney Brent Richardson announced that the Council will adjourn to closed session pursuant to Government Code Section 54956.9 (d)(2) to discuss conference with legal counsel in anticipated litigation as described under item G-2; pursuant to Government Code Section 54956.9 (d)(1) to discuss conference with legal counsel in existing litigation as described under item G-3; and pursuant to Government Code Section 54957.6 to discuss conference with labor negotiators as described under item G-4.

The Council adjourned to closed session at 7:20 p.m. ABSENT: Council Member Medellin.

**G-2 Conference with Legal Counsel – ANTICIPATED LITIGATION.** Potential litigation pursuant to Government Code § 54956.9 (d)(2).

Number of potential cases: 7

**G-3 Conference with Legal Counsel – EXISTING LITIGATION.** Subdivision (d)(1) of Government Code §54956.9

Names of cases:

1. *Lana Williams v. City of Madera, USDC 1:12-cv-01888-AWI-GSA/USCA 13-15343*
2. *Lavon Coles v. City of Madera, MCV070152*
3. *Teresa Polston v. City of Madera, MCV064397*
4. *Robert Ornelas v. City of Madera, MCV062108*
5. *Seymour v. City of Madera, MCV063063*
6. *Victoriano Garcia v. City of Madera, USDC 1:13cv07193-LJO-MJS\_*
7. *Corrina Gallardo v. City of Madera, MCV069724\_*
8. *Patricia Boyce v. City of Madera, MCV067905*
9. *City v. NRM, dba Centrifuge World, MCV064526*
10. *City v. Roberts, MCV062827*
11. *Roberts v. City of Madera, MCV062827*
12. *JHS v. City of Madera, MCV068141*
13. *Spartan Holdings, LLC v. City of Madera, MSC008456*
14. *Bank of New York Mellon v. City of Madera, MCV069729*

**G-4 CONFERENCE WITH LABOR NEGOTIATORS** - Pursuant to California Government Code Section 54957.6

Agency Designated Representatives: David Tooley and Wendy Silva

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

**G-5 Closed Session Report – City Attorney**

The Council returned from closed session at 8:26 p.m. ABSENT: Council Member Medellin.

City Attorney Brent Richardson announced that the Council met in closed session pursuant to Government Code Section 54956.9 (d)(2) to discuss conference with legal counsel in anticipated litigation as described under item G-2 and reported that no reportable action was taken; pursuant to Government Code Section 54956.9 (d)(1) to discuss conference with legal counsel in existing litigation as described under item G-3 and reported that no reportable action was taken; and pursuant to Government Code Section 54957.6 to discuss conference with labor negotiators as described under item G-4 and reported that no reportable action was taken.

**ADJOURNMENT**

The meeting was adjourned by Mayor Poythress at 8:27 p.m.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN**

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

\_\_\_\_\_  
SONIA ALVAREZ, City Clerk

\_\_\_\_\_  
ROBERT L. POYTHRESS, Mayor

City of Madera

Council Meeting Of November 4th, 2015  
Agenda Item No. B-2

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

From: Office of the Director of Finance

Subject: Listing of Warrants Issued

Date: 11/04/2015

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

October 9, 2015 to October 26, 2015

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

General Warrant:	201539-201707	\$	987,615.43
Wire Transfer	Union Bank Payroll and Taxes	\$	581,027.38
Wire Transfer	SDI	\$	1,534.83
Wire Transfer	Cal Pers	\$	222,055.23

Respectfully submitted,



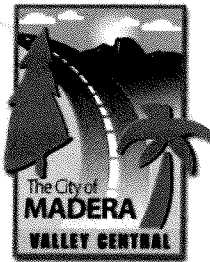
Tim Przybyla  
Financial Services Director

CITY OF MADERA  
REGISTER OF AUDITED DEMANDS FOR BANK #1-UNION BANK GENERAL ACCOUNT  
October 26th, 2015

CHECK	PAY DATE	ISSUED TO	DESCRIPTION	AMOUNT
201539	10/15/2015	D&R DOOR SERVICE INC.	DOOR REPAIR	150.00
201540	10/15/2015	BROOKS, ERIC	REIMB WATER TREATMNT OPERATOR CERT	60.00
201541	10/15/2015	CALIFORNIA BUILDING STANDARDS COMMISSION	BUILDING STANDARD ADMIN SPECIAL 7/1-9/30	541.00
201542	10/15/2015	CALIFORNIA DEPARTMENT OF JUSTICE	FINGERPRINTING	224.00
201543	10/15/2015	CALIFORNIA HIGHWAY PATROL	INSPECITION APPLICATION GPPV	100.00
201544	10/15/2015	THE CHARLES MACHINE WORKS, INC.	TRENCHER	18,681.66
201545	10/15/2015	COMMUNITY ACTION PRTRNSHP OF MADERA CO	REIMBURSEMENT FY 15/16 QTR 1	1,434.98
201546	10/15/2015	CONCENTRA MEDICAL CENTERS	DOT TESTING	282.50
201547	10/15/2015	MJW INVESTMENTS LLC C/O MANCO ABBOTT INC	Utility Billing Deposit Refund	2,351.85
201548	10/15/2015	CAPTAIN KIRKS SOUND SYSTEMS C/O DAVID ATAMIAN AND OF	Utility Billing Deposit Refund	63.84
201549	10/15/2015	MENDOZA JOSE	Utility Billing Deposit Refund	0.78
201550	10/15/2015	WRIGHT JOY S	Utility Billing Credit Refund	220.91
201551	10/15/2015	MC CLELLAN JANET	Utility Billing Credit Refund	91.93
201552	10/15/2015	MC CLELLAN JANET	Utility Billing Deposit Refund	45.71
201553	10/15/2015	PADRON ERNESTO GARCIA	Utility Billing Credit Refund	46.56
201554	10/15/2015	CONKLIN GLORIA	Utility Billing Deposit Refund	21.62
201555	10/15/2015	MENDRIN LINDA AND FOLEY PATRICIA	Utility Billing Credit Refund	159.40
201556	10/15/2015	RICHARDSON CHRISTINA AND GILBERT LEVAR	Utility Billing Credit Refund	79.74
201557	10/15/2015	BARRIOS ADRIAN AND RITA	Utility Billing Credit Refund	61.13
201558	10/15/2015	CERVANTES MAYRA J	Utility Billing Credit Refund	152.88
201559	10/15/2015	INDEPENDENT PROPERTY MANAGEMENT	Utility Billing Deposit Refund	19.55
201560	10/15/2015	MONTEYMAYOR CHRIS OR CITY OF MADERA CYNTHIA	Utility Billing Credit Refund	230.12
201561	10/15/2015	SAENZ CHRIS	Utility Billing Credit Refund	111.29
201562	10/15/2015	MCCLURE BYRON AND MARLO	Utility Billing Credit Refund	150.57
201563	10/15/2015	GILL PARDEEP SINGH	Utility Billing Deposit Refund	167.04
201564	10/15/2015	JOHNSON WILSON OR CITY OF MADERA AND CHARLOTTE	Utility Billing Credit Refund	150.47
201565	10/15/2015	ESCOTO MARIO DANIEL	Utility Billing Credit Refund	35.78
201566	10/15/2015	REDUS EL, LLC	Utility Billing Deposit Refund	2.39
201567	10/15/2015	GONZALEZ MARIA R AND ROSALES YADIRA	Utility Billing Deposit Refund	3.93
201568	10/15/2015	PESTORICH JOHN	Utility Billing Deposit Refund	43.33
201569	10/15/2015	STAR HOUSING C/O LAS PALMAS MANAGEMENT	Utility Billing Credit Refund	266.24
201570	10/15/2015	ZECCHINI JOHN AND DARA	Utility Billing Credit Refund	150.00
201571	10/15/2015	FRESNO COUNTY ECONOMIC OPPTY. COMMISSION	ADC MEALS SEPTEMBER 2015	482.48
201572	10/15/2015	HAYNES, EUGENE G.	MILEAGE REIMBURSEMENT ERMA TRAINING	19.09
201573	10/15/2015	HERTZ EQUIPMENT RENTAL	TRAILER RENTAL	270.56
201574	10/15/2015	JSL CONSTRUCTION INC.	CALHOME MH OOR	7,255.60
201575	10/15/2015	JOHN DEERE LANDSCAPES, LLC	PESTICIDE	1,619.09
201576	10/15/2015	CITY OF MADERA	OCTOBER UTILITIES 123 N E ST 102	58.38
201577	10/15/2015	CITY OF MADERA	OCTOBER UTILITIES 123 N E ST 101	53.84
201578	10/15/2015	CITY OF MADERA	OCTOBER UTILITIES 123 N E ST	53.57
201579	10/15/2015	MADERA COUNTY E D C	REIMB FR QTR 1 SALARIES/EXPENSES	804.76
201580	10/15/2015	MADERA REDEVELOPMENT AGENCY	REIMBURSEMENT OF NSP3 PROJECT FUNDS	7,679.92
201581	10/15/2015	MCDONALD ASPHALT CONSTRUCTION	REFUND DEPOSIT	1,568.90
201582	10/15/2015	GORDON & REES, LLC	REIMB OF EXCESS WITNESS FEES 14CEGGO0524	100.43
201583	10/15/2015	BAUTISTA, MARICELLA	PARK CANCELLATION	165.00
201584	10/15/2015	FORESTIERE, ANTHONY	REIMBURSEMENT FOR VEST POUCHES	260.50
201585	10/15/2015	REHRIG PACIFIC COMPANY	RECYCLING CONTAINERS	56,751.92
201586	10/15/2015	RINCON CONSULTANTS, INC.	CLIMATE ACTION PLAN	16,584.91
201587	10/15/2015	SILVA, WENDY	MILEAGE REIMBURSEMENT LCW ACA ACADEMY	156.40
201588	10/15/2015	TAMARACK PEST CONTROL	PEST CONTROL WATER WELL #30	60.00
201589	10/15/2015	TESEI PETROLEUM INC.	FUEL CHARGES 09/21/15- 09/30/15	13,313.24
201590	10/15/2015	THYSSENKRUPP ELEVATOR CORPORATION	ELEVATOR SERVICE YOUTH CENTER	241.97
201591	10/15/2015	TOOLEY, DAVID	MEAL REIMBURSEMENT- ANNUAL CONFERENCE	23.90
201592	10/22/2015	ARMIENTO, MARY	PARK DEPOSIT REFUND	50.00
201593	10/22/2015	CHARLES RIGBY	PARK DEPOSIT REFUND	50.00
201594	10/22/2015	ALL VALLEY ADMINISTRATORS	ADMIN FEES FOR OCTOBER 2015	114.00
201595	10/22/2015	ALL VALLEY ADMINISTRATORS	MEDICAL & CHILD CARE EXP 10/23/2015 PR	688.30
201596	10/22/2015	BSK ASSOCIATES	PERMIT COMPLIANCE	39.00
201597	10/22/2015	BRIDGE STORE	ALTERNATIVE PAY STATION SVS SEP 2015	1,360.00
201598	10/22/2015	CALIFORNIA DEPARTMENT OF JUSTICE	FINGERPRINT APPS	939.00

201599	10/22/2015	CANON FINANCIAL SERVICES	CONTRACT COPIERS SEPTEMBER 2015	3,377.62
201600	10/22/2015	CENTRAL VALLEY PRESORT	PD TRAINING BROCHURE INSERTS	9,528.96
201601	10/22/2015	COLONIAL LIFE & ACCIDENT INSURANCE CO	E700482-3 FOR 10/23/2015 PAYROLL	1,042.48
201602	10/22/2015	COMCAST	10/15 SVS 8155500320340479	94.38
201603	10/22/2015	COMPUCOM SYSTEMS INC	SOFTWARE LICENSES ERP	32,803.03
201604	10/22/2015	CORELOGIC INFORMATION SOLUTIONS INC	SEPTEMBER SERVICES	201.25
201605	10/22/2015	CROUSE-HINDS	RUNWAY LIGHT PARTS	466.58
201606	10/22/2015	DIAMOND COMMUNICATIONS	PAN AM ALARM MONITORING	26.00
201607	10/22/2015	DOMINICI CARPET CLEANING SERVICE	YOUTH CENTER CARPET CLEANING	1,180.00
201608	10/22/2015	ADMINISTRATIVE SOLUTIONS INC.	CITY PD RETIREE MED BILL NOV- JAN 2015	5,658.20
201609	10/22/2015	CARRANZA ANTONIO AND AMELIA	Utility Billing Credit Refund	77.29
201610	10/22/2015	RAMOS JOSE J	Utility Billing Deposit Refund	92.09
201611	10/22/2015	MORENO OMAR	Utility Billing Credit Refund	215.49
201612	10/22/2015	CONTRERAS JORGE AND MARICELA SANDOVAL VARGAS	Utility Billing Credit Refund	51.35
201613	10/22/2015	CAMARILLO BERNARDO A OR CITY OF MADERA	Utility Billing Credit Refund	150.40
201614	10/22/2015	RIOS JUANA	Utility Billing Credit Refund	128.25
201615	10/22/2015	PEREZ JESSICA	Utility Billing Credit Refund	28.78
201616	10/22/2015	SCOTT SARA	Utility Billing Credit Refund	30.36
201617	10/22/2015	TORREZ MIRIAM MARY	Utility Billing Credit Refund	157.55
201618	10/22/2015	RED DIAMOND INVESTMENTS LLC.	Utility Billing Credit Refund	49.31
201619	10/22/2015	JAIIME SALVADOR	Utility Billing Credit Refund	26.15
201620	10/22/2015	CRAVATT SAVANNAH	Utility Billing Credit Refund	117.50
201621	10/22/2015	ENTENMANN-ROVIN CO	BADGE	144.05
201622	10/22/2015	ENVIRO CLEAN	AUTO SCRUBBER REPAIR	707.25
201623	10/22/2015	FEDERAL EXPRESS	OVERNIGHT SHIPPING	25.45
201624	10/22/2015	FIRE SAFETY SOLUTIONS, LLC	FIRE PROTECTION ENG SVS 10/1- 10/15/15	8,100.00
201625	10/22/2015	FORENSIC NURSE SPECIALISTS, INC.	ASSAULT EXAMINATIONS	1,800.00
201626	10/22/2015	FRESNO BEE, THE	HELP WANTED ADS	708.50
201627	10/22/2015	FRESNO COUNTY TREASURER	WATER SAMPLES	2,116.00
201628	10/22/2015	FRESNO NETWORKS, LLC	CONSULTING SERVICES	2,675.00
201629	10/22/2015	FRESNO POLICE DEPARTMENT	RANCEMASTER COURSE	225.00
201630	10/22/2015	GOLDEN STATE FLOW MEASUREMENT INC.	RNI/LOGIC TRAINING	5,520.00
201631	10/22/2015	GOVERNMENT FINANCE OFFICERS ASSOC.	GFOA MEMBERSHIP RENEWAL	595.00
201632	10/22/2015	HARBISON INTERNATIONAL INC.	PROJECT ST-1405 PROGRESS PMT #10	5,432.50
201633	10/22/2015	HERTZ EQUIPMENT RENTAL	WATER TRUCK RENTAL	2,020.68
201634	10/22/2015	INTERNATIONAL CODE COUNCIL	ICC MEMBERSHIP DUE #0362950	135.00
201635	10/22/2015	J'S COMMUNICATIONS	QTRLY SVS AGREEMENT OCT- DEC 2015	4,707.00
201636	10/22/2015	JOHNSON PLUMBING, INC.	COOLING WATER PLUMBING SYSTEM	3,473.84
201637	10/22/2015	LC ACTION POLICE SUPPLY	STREAMLIGHT ULTRA STINGER	6,350.40
201638	10/22/2015	FIRST TRANSIT INC.	FIRST TRANSIT SEPTEMBER 2015	71,655.41
201639	10/22/2015	LAW & ASSOCIATES	BACKGROUND CHECKS	300.00
201640	10/22/2015	LYNN PEAVEY COMPANY	TOOL DISPENSER	56.11
201641	10/22/2015	MUNISERVICES, LLC	SUTA SERVICE FOR QTR ENDING MARCH 2015	1,185.32
201642	10/22/2015	M A C E A	OCTOBER 2015 MONTHLY DUES	26.00
201643	10/22/2015	CITY OF MADERA	OCTOBER 2015 ADC WATER/TRASH	80.40
201644	10/22/2015	CITY OF MADERA	OCTOBER PAN AM WATER/TRASH	151.52
201645	10/22/2015	CITY OF MADERA	CLOTHES WASHER REBATE	50.00
201646	10/22/2015	CITY OF MADERA	DISHWASHER REBATE	35.00
201647	10/22/2015	CITY OF MADERA	MULCH REBATE	50.00
201648	10/22/2015	M.C.E.A.	OCTOBER 2015 MONTHLY DUES	390.00
201649	10/22/2015	MADERA COUNTY AUDITOR	ANIMAL SHELTERING SVS FY 15/16 SEPT 2015	14,583.50
201650	10/22/2015	MADERA COUNTY E D C	QUARTERLY CONTRIBUTION 2ND QUARTER	38,778.00
201651	10/22/2015	MADERA COUNTY E D C	EDC ECONOMIC SUMMIT 1/5/15 MEALS	330.00
201652	10/22/2015	MADERA HONDA SUZUKI	INSTALLATION OF CAMERA CABLE	6,259.33
201653	10/22/2015	MADERA COUNTY WORKFORCE CORPORATION	CDBG FUNDED 15/16 CDP QTR 1 EXPENSES	1,384.68
201654	10/22/2015	MADERA IRRIGATION DISTRICT	2015 STANDBY CHARGE PARCEL 013-010-039	9,250.20
201655	10/22/2015	M P O A	OCTOBER 2015 MONTHLY DUES	7,477.40
201656	10/22/2015	MADERA PRIVATE SECURITY PATROL	SECURITY SVS	44.00
201657	10/22/2015	MADERA RADIO DISPATCH, INC.	TOWER RENT	200.00
201658	10/22/2015	MADERA TRIBUNE	1 YR SUBSCRIPTION	49.00
201659	10/22/2015	MASON, ROBBINS, BROWNING & GODWIN,LLP	GROUND WATER JPA SVS THRU 09/30/15	300.00
201660	10/22/2015	METRO UNIFORM	SURVIVAL ARMOR	783.00
201661	10/22/2015	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL SVS SEPTEMBER 2015	292,695.57
201662	10/22/2015	MOORE-TWINING ASSOCIATES, INC.	CITY PROJECT PK-12 PROGRESS PMT #2	955.30
201663	10/22/2015	WILLDAN FINANCIAL SERVICES	ANNUAL DISTRICT ADMIN SVS OCTOBER 2015	1,614.84

201664	10/22/2015	N.P.C.-ORCHARD TRUST COMPANY	PLAN #340227-01 FOR 10/23/2015 PAYROLL	5,185.71
201665	10/22/2015	N.P.C.-ORCHARD TRUST COMPANY	PLAN #340227-02 FOR 10/23/2015 PAYROLL	2,900.66
201666	10/22/2015	O'DELL ENGINEERING, INC.	ENGINEERING DESIGN KNOX PARK	4,348.00
201667	10/22/2015	OFFICE DEPOT	PAPER	241.49
201668	10/22/2015	OPERATING ENGINEERS, LOCAL #3	OCTOBER 2015 MONTHLY DUES	4,730.00
201669	10/22/2015	ONTRAC	OVERNIGHT SHIPPING	7.18
201670	10/22/2015	PACIFIC GAS & ELECTRIC	09/15 SVS 9920095153-3	36,412.73
201671	10/22/2015	P G AND E	09/15 SVS 5207933925-6	140.69
201672	10/22/2015	PECK'S PRINTERY	BUSINESS CARDS	1,090.66
201673	10/22/2015	LOPEZ, CONNIE	PARK DEPOSIT REFUND	50.00
201674	10/22/2015	SAUCEDO, BELEN	FACILITY DEPOSIT REFUND	50.00
201675	10/22/2015	GONZALEZ, ALEX	PARK DEPOSIT REFUND	50.00
201676	10/22/2015	AMEZOLA, MARGARITA	PARK DEPOSIT REFUND	50.00
201677	10/22/2015	JOHNSON, DESIRAE	PARK DEPOSIT REFUND	50.00
201678	10/22/2015	CENTRAL VALLEY VIPERS	FIELD DEPOSIT REFUND	50.00
201679	10/22/2015	GILBANE BUILDING COMPANY	REFUND DEPOSIT	2,740.75
201680	10/22/2015	ARANG, DAVID	FIELD DEPOSIT REFUND	50.00
201681	10/22/2015	PETE'S SPORT SHOP	PADDING/WALL MATS FOR MILLVIEW GYM REMOD	2,179.28
201682	10/22/2015	PITNEY BOWES CREDIT CORP.	QUARTERLY METER RENTAL JUL- OCT 2015	249.51
201683	10/22/2015	POLYDYNE INC.	BIOSOLIDS DEWATERING	5,365.44
201684	10/22/2015	POYTHRESS, ROBERT L	LOCC 2015 CONFERENCE LODGING REIMBRSMNT	427.56
201685	10/22/2015	RBC CAPITAL MARKETS	PROFESSIONAL SVS FR 02/02- 04/30/15	809.18
201686	10/22/2015	REGENCE BLUECROSS BLUESHIELD OF UTAH	CITY PD REITREE MED BILL 11/15 CHUMLEY	152.00
201687	10/22/2015	ROBINSON, DEREK	MILEAGE REIMBURSEMENT FOR 10/09/15	246.10
201688	10/22/2015	RON'S TOWING & ROAD SERVICE	TIRE CHANGE	45.00
201689	10/22/2015	SCRAP TIRE CO.	TRAILER SERVICE	3,400.00
201690	10/22/2015	SHERWIN-WILLIAMS CO.	SUPPLIES	26.95
201691	10/22/2015	SC FUELS	WATER WELL OIL	1,027.42
201692	10/22/2015	SPEAKWRITE LLC	DICATION SVS	156.38
201693	10/22/2015	SPEEDO CHECK	SPEEDOMETER CHECK	495.00
201694	10/22/2015	TAG/AMS, INC.	DOT TESTING	152.00
201695	10/22/2015	TAMARACK PEST CONTROL	OCTOBER 2015 PEST CONTROL SVS	450.00
201696	10/22/2015	TESEI PETROLEUM, INC.	FUEL	323.73
201697	10/22/2015	TESEI PETROLEUM INC.	FUEL CHARGES 10/01/15- 10/10/15	11,499.12
201698	10/22/2015	THRIVE FITNESS	OCTOBER 2015 MONTHLY DUES	81.00
201699	10/22/2015	TRANSUNION RISK & ALTERNATIVE DATA SOL.	DATABASE ACCESS SEPTEMBER 2015	110.00
201700	10/22/2015	US BANK CORPORATE PAYMENT SYSTEMS	09/15 CAL-CARD CHARGES	128,288.30
201701	10/22/2015	VANTAGEPOINT TRANSFER AGENTS-457	PLAN #302351 CONTRIBS FOR 10/23/2015 PR	20,590.94
201702	10/22/2015	VERIZON WIRELESS	PW AIRCARDS SEP 11- OCT 10	3,215.13
201703	10/22/2015	WEST COAST ARBORISTS, INC.	STREET TREE MAINTENANCE	43,590.00
201704	10/22/2015	WESTERN AG & TURF	CONTROLLER/SOIL MOISTURE CONTROL KIT	343.94
201705	10/22/2015	WILDLIFE CONTROL TECHNOLOGY, INC.	SEPTEMBER 2015 RODENT CONTROL SVS	1,035.00
201706	10/22/2015	WINNER CHEVROLET, INC.	2016 CHEVROLET IMPALA	19,335.55
201707	10/22/2015	ZEE MEDICAL SERVICE CO.	SUPPLIES	83.80
			Bank # 1 - Union Bank General Account Total	987,615.43



## REPORT TO CITY COUNCIL

Approved By:

Department Director

City Administrator

Council Meeting of November 4, 2015

Agenda Item Number B-3

**SUBJECT: APPROVAL - RESOLUTION CONSENTING TO THE ASSIGNMENT OF THE DESIGN SERVICES AGREEMENT FOR SEWER AND STORM DRAIN PROJECTS FROM AECOM USA TO AECOM TECHNICAL SERVICES INC. AND APPROVING AMENDMENT NO. 3 TO THE DESIGN SERVICES AGREEMENT**

### RECOMMENDATION:

That the City Council approves Resolution No. 15 - \_\_\_\_\_ Consenting to the Assignment of the Design Services Agreement for Sewer and Storm Drain Projects from AECOM USA and to AECOM Technical Services, Inc. for the Design Services Agreement and Approving Amendment No. 3 to the Design Services Agreement.

### SUMMARY:

AECOM USA has submitted

- 1) a request to assign their contract for professional engineering and design services for Sewer and Storm Drain Improvements to their parent company, AECOM Technical Services, Inc.; and
- 2) an amendment to the original contract for additional engineering services recommended by Staff for completion of the Sewer Bid Package 2 Project.

Funds are available for the additional costs in the established budgets.

### Engineering

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

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

## **DISCUSSION:**

The City of Madera entered into an agreement with AECOM USA in January 2009 to perform engineering services for several identified sewer and storm drainage Capital Improvement Program (CIP) projects. The scope of services allowed for combining the projects into separate bid packages based on need, budget and project deliverability. Construction of Bid Package 1 that included both sewer and storm drainage improvements was completed in 2011. The remaining projects are identified as Bid Package 2 and are currently under construction.

The City received a formal request from the Design Engineer to assign the contract from AECOM USA to their parent company, AECOM Technical Services, Inc.

AECOM has submitted a proposed amendment to their contract for additional engineering services required to complete Bid Package 2 outside of their original scope as follows:

- A) Provide additional project management activities.
- B) Met with Caltrans to discuss changes/modifications for work within the State right of way. Besides attending the meeting, this task includes reevaluating the requested trenchless pipe installation, providing justifications related to using the open-cut installation, assisting the City in preparing the exemption letter related to the trenchless installation, reviewing the structural pavement replacement, determining the pavement resurfacing limits, addressing the ADA compliance requirements, and preparing meeting notes.
- C) Revise Plans. Caltrans accepted an open-cut pipe installation; however, they required the project to increase pavement restoration efforts around the trench. AECOM updated the plans to show the pavement resurfacing structural thicknesses and their limits and construction notes. Resubmitted new original signed plans to the City.
- D) Revised specifications.
- E) Revised estimates.

The amendment proposal and fee for services is acceptable and reasonable considering the engineer proceeded at risk in order to facilitate approvals by Caltrans and getting the project out to bid. The additional fee requested is within funds currently programmed for these projects.

## **FISCAL IMPACT:**

The cost for the requested additional engineering services is \$7,653 and will be funded in the Sewer System Utility Funds 2015/2016 Budget from account 3472-5072.

There will be no impact to the City's General Fund by approving this amendment.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN:**

Strategy 101.6 – Ensure infrastructure can sustain population growth.

Strategy 126 – Expand or develop programs to create clean, safe and aesthetically pleasing streets.

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
MADERA, CALIFORNIA, CONSENTING TO THE ASSIGNMENT  
OF THE DESIGN SERVICES AGREEMENT FOR SEWER AND  
STORM DRAIN PROJECTS FROM AECOM USA TO AECOM  
TECHNICAL SERVICES, INC. AND APPROVING AMENDMENT  
NO. 3 TO THE DESIGN SERVICES AGREEMENT**

**WHEREAS**, the City of Madera entered into an agreement with AECOM USA, on January 16, 2009 for professional engineering services related to the preparation of contract documents for construction of sewer and storm drainage improvements; and

**WHEREAS**, AECOM Technical Services, Inc., has submitted Amendment No. 3 in response to the City's request to adjust the scope of the project as described therein; and

**WHEREAS**, the City of Madera shall consider the request to assign the contract from AECOM USA to AECOM Technical Services, Inc. prior to approval of the amendment; and

**WHEREAS**, adequate funds are available in the project budget for these additional costs.

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

1. The above recitals are true and correct.
2. Consents to the Assignment of the Agreement for the Design Services Agreement for Sewer and Storm Drain Improvements executed on January 16, 2009, from AECOM USA to AECOM Technical Services, Inc.
3. Amendment No. 3 to the Agreement for Design Services for Sewer and Storm Drain Projects, a copy of which is on file in the office of the City Clerk and referred to for particulars, is hereby approved in an amount not to exceed \$7,653.00.
4. The Mayor is authorized to execute the Assignment and Consent Agreement
5. The Mayor is authorized to execute the Amendment as approved.
6. This resolution is effective immediately upon adoption.

\* \* \* \* \*

ASSIGNMENT AND CONSENT AGREEMENT

RECITALS

WHEREAS, the City of Madera (the "City") and AECOM USA, Inc. executed that certain agreement for Professional Services dated February 4, 2009 (the "Contract"); and

WHEREAS, AECOM USA, Inc., a New York corporation, ("Assignor") wishes to assign the Contract to its parent company, AECOM Technical Services, Inc., a California corporation, ("Assignee"), Tax Identification Number 95-2661922; and

WHEREAS, the City consents to the assignment of the Contract.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ASSIGNMENT

Assignor hereby assigns, transfers and conveys all of its rights, obligations, title, interest and liabilities in and to the Contract to Assignee. Assignee hereby accepts such assignment and assumes all of Assignor's rights, obligations, title, and liabilities in and to the Contract, whether such rights, obligations, title, interest or liabilities arose before or after the date of this Agreement.

CONSENT TO ASSIGNMENT

The City hereby consents to the assignment of the Contract from Assignor to Assignee and agrees to look solely to Assignee for the continued performance of the Contract.

Executed this 7<sup>th</sup> day of Oct, 2015.

ASSIGNOR

AECOM USA, INC.


By:  \_\_\_\_\_

Name: Henry Liang, PE

Title: Operations Manager

ASSIGNEE

AECOM TECHNICAL SERVICES, INC.

By:  \_\_\_\_\_

Name: Henry Liang, PE

Title: Operations Manager

CITY OF MADERA

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## **Amendment No. 3 to Exhibit A - Scope of Services**

### **City of Madera Design Services for Sewer and Storm Drain Projects**

AECOM has provided engineering design services for the Sewer and Storm Drain Improvements Project (project) under our original Agreement with the City of Madera dated February 4, 2009 and subsequent Amendment No. 1 dated April 6, 2011, and Amendment No. 2 dated July 11, 2014.

The project consists of Bid Package (BP) No. 1 and BP No. 2. The construction of sanitary sewer and storm drain improvements in BP No. 1 has been completed.

AECOM has prepared this Amendment No. 3 to provide additional engineering and design services that were not included in the original Agreement or Amendment Nos. 1 and 2.

The existing scope of work to be modified under this Amendment shall be set forth herein.

#### **Background**

Part of the BP No. 2 project, including S-3 (Ninth Street-Gateway) and S-4 (Almond Avenue/SR145), will require construction within the Caltrans right-of-ways. For this work, the City has obtained a draft encroachment permit from Caltrans (Permit Application No. 0614-NMC-0915). The design requirements stated in the draft permit were addressed in the final plans, specifications, and estimate (PS&E). The final PS&E were submitted by AECOM to the City on December 10, 2014.

After submittal of the final PS&E, the City was requested by Caltrans to employ the trenchless pipe installation (bore and jack) for the pipe sections within the Caltrans right-of-ways. Caltrans has requested the City to revise the final PS&E and resubmit before they finalize the encroachment permit. In addition to the installation method change, Caltrans also requested the City to look at other ADA compliance requirements including upgrading the existing curb ramps along Gateway Drive and adding a new ADA ramp at the southeast corner of Almond/SR 145 intersection. Due to the time constraints and the number of the requested changes, a meeting with the City and Caltrans was held on March 20, 2015.

AECOM is tasked with additional work to address the new requirements by Caltrans and to revise the PS&E as necessary.

#### **Scope of Services**

The following engineering services beyond those contained in the original agreement and Amendment Nos. 1 and 2 are listed below.

1. Provide additional project management activities.
2. Meeting with Caltrans to discuss changes/modifications. Besides attending the meeting, this task includes reevaluating the requested trenchless pipe installation, providing justifications related to using the open-cut installation, assisting the City in preparing the exemption letter related to the

trenchless installation, reviewing the structural pavement replacement, determining the pavement resurfacing limits, addressing the ADA compliance requirements, and preparing meeting notes

3. Revise plans. Caltrans accepts an open-cut pipe installation method. AECOM will update the plans to show the pavement resurfacing structural thicknesses and their limits, and construction notes. Resubmit new original signed plans to the City.
4. Revise specifications.
5. Revise estimates.

**Schedule**

Final plans, specifications, and an estimate of probable construction cost shall be submitted to the City for final approvals and signature within 30 calendar days following execution of this Amendment and the Notice to Proceed from the City.

**Compensation**

Compensation for AECOM's services as described herein shall not exceed \$7,653 in accordance with the Hourly Rate Schedule (Exhibit B) per the Agreement. The total revised fee for this project shall not exceed \$213,736 without the prior written approval of the City.

IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this Scope of Services upon the terms, conditions, and provisions above stated the day and year first above written.

AECOM TECHNICAL SERVICES, INC.

CITY OF MADERA

  
\_\_\_\_\_  
Title: Operations Manager

\_\_\_\_\_  
Title: \_\_\_\_\_

Date: September 21, 2015

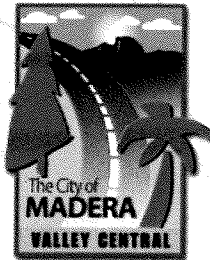
Date: \_\_\_\_\_

**Project Budget**

Design Services for Sewer and Storm Drain Services  
Amendment No. 3 BP 2

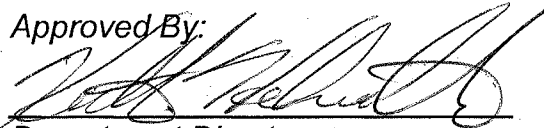
City of Madera

Task Description	Personnel Hours							Budget				
	Principal Engineer	Senior Engineer II	Associate Engineer	Assist Engineer II	Design CADD Operator	Technical Typist	Total Hours	Labor	Gen Project Expenses	Subconsultants (with 15% markup)	Total Non-Labor	Total
<b>PM and Design Revisions</b>												
1. Project management		4				2	6	\$ 880	\$ 90		\$ 90	\$ 970
2. Meeting - Caltrans		12				1	13	\$ 2,240	\$ 209		\$ 209	\$ 2,449
3. Revise Plans		8			8	1	17	\$ 2,320	\$ 186		\$ 186	\$ 2,506
4. Revise specifications		5		1		2	8	\$ 1,160	\$ 93		\$ 93	\$ 1,253
5. Revise estimate		1		1		2	4	\$ 440	\$ 35		\$ 35	\$ 475
<b>Subtotal</b>	-	<b>30</b>	-	<b>2</b>	<b>8</b>	<b>8</b>	<b>48</b>	<b>\$ 7,040</b>	<b>\$ 613</b>	<b>\$ -</b>	<b>\$ 613</b>	<b>\$ 7,653</b>
<b>Total</b>	-	<b>30</b>	-	<b>2</b>	<b>8</b>	<b>8</b>	<b>48</b>	<b>7,040</b>	<b>613</b>	<b>\$ -</b>	<b>\$ 613</b>	<b>\$ 7,653</b>



## REPORT TO CITY COUNCIL

Approved By:



Department Director

Council Meeting of November 4, 2015

Agenda Item Number B-4



City Administrator

**SUBJECT: A RESOLUTION APPROVING THE MASTER AGREEMENT BETWEEN THE MADERA COUNTY TRANSPORTATION COMMISSION AND THE CITY OF MADERA FOR THE FISCAL YEAR 2014-15 ALLOCATION OF REGIONAL SURFACE TRANSPORTATION PROGRAM EXCHANGE FUNDING**

### RECOMMENDATION:

That the City Council adopt Resolution No. 15-\_\_ approving:

1. Master Agreement between the Madera County Transportation Commission (MCTC) and the City of Madera for the Fiscal Year 2014-15 allocation of Regional Surface Transportation Program (RSTP) Exchange Funding
2. Authorization for the Mayor to execute the master agreement.
3. Authorization for the City Engineer to submit the master agreement and the application

### SUMMARY:

The Madera Transportation Commission (MCTC) also designated as the Regional Transportation Planning Agency (RTPA) is permitted under Section 182.6 of the Streets and Highways Code (S&HC) to exchange the annual apportionment of Regional Surface Transportation Program (RSTP) funds for non-Federal funds.

The RSTP exchange funds are processed through an agreement between MCTC and Caltrans.

### Engineering

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

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

## **DISCUSSION:**

The MCTC informs the County of Madera, City of Madera, and City of Chowchilla about available RSTP exchange funds. The MCTC also provides the amount apportioned for each of the three local agencies, and the prescribed application form.

In past years, the three local agencies have been required to only submit an application to receive RSTP exchange funds. This year the MCTC is requiring the local agencies to execute their standard master agreement between them (MCTC) and the local agency (City of Madera), to be submitted together with the application form.

The City of Madera is entitled to receive \$648,980 of RSTP exchange funds.

Projects eligible to be funded with RSTP exchange funds on the City's Collector and Arterial streets include construction, reconstruction, rehabilitation, resurfacing, restoration and operational improvements, construction and inspection of Bridges, certain transit projects and a few other projects as defined in Sections 133(b) and (c) of Title 23 of the United States Code.

## **FISCAL IMPACT:**

There will not be an impact to the City's General Fund to process the agreement and submit the application to MCTC. Furthermore, use of these funds does not require a match of any kind from other funding sources.

## **CONSISTENCY WITH THE VISION MADERA 2025 PLAN:**

**Strategy 126.0** – This project supports the Strategy Action 126 for providing clean attractive streets that are safe and aesthetically pleasing and also supports the delivery of infrastructure to support economic growth, consistent with the principles outlined in the Vision Action Plan.

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

**RESOLUTION APPROVING THE MASTER AGREEMENT  
BETWEEN THE MADERA COUNTY TRANSPORTATION  
COMMISSION AND THE CITY OF MADERA FOR THE FISCAL  
YEAR 2014-15 ALLOCATION OF REGIONAL SURFACE  
TRANSPORTATION PROGRAM EXCHANGE FUNDING**

**WHEREAS**, the City of Madera is entitled to receive \$648,980 of Regional Surface Transportation Program (RSTP) exchange funds; and

**WHEREAS**, the Regional Surface Transportation Program exchange funds can be used for projects as defined in Sections 133(b) and (c) of Title 23 of the United States Code (USC); and

**WHEREAS**, the Madera County Transportation Commission (MCTC) also operating as the Regional Transportation Planning Agency requires that a Master Agreement between the City and MCTC be executed and submitted together with the application; and

**WHEREAS**, the MCTC has prepared a standard Master Agreement (the "Agreement") with conditions acceptable to the City of Madera, and is on file in the office of the City Clerk of the City of Madera and referred to for full particulars.

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

1. The above recitals are true and correct.
2. The Master Agreement between the MCTC and the City of Madera as described above, a copy of which is on file in the office of the City Clerk and referred to for particulars, is necessary for the City to receive RSTP exchange funds.
3. The Master Agreement is hereby approved.
4. The Mayor of the City of Madera is authorized to execute the Master Agreement.
5. The City Engineer is authorized to submit the executed Master Agreement together with the application.
6. This resolution is effective immediately upon adoption.

\* \* \* \* \*

**MASTER AGREEMENT BETWEEN THE  
MADERA COUNTY TRANSPORTATION COMMISSION  
AND THE CITY OF MADERA  
FOR THE FISCAL YEAR 2014/15 ALLOCATION OF RSTP EXCHANGE FUNDING**

This agreement is made on \_\_\_\_\_ by and between the City of Madera, a municipal corporation of the State of California, hereinafter referred to as “Recipient,” and the Madera County Transportation Commission, hereinafter referred to as “MCTC.”

WHEREAS, the MCTC is the state-designated Regional Transportation Planning Agency for Madera County; and

WHEREAS, as authorized by section 182.6(g) of the Streets and Highways Code, the MCTC has entered into a separate agreement with the State of California, through the Department of Transportation (Caltrans), to assign a defined portion of its annual Regional Surface Transportation Program (RSTP) apportionment to Caltrans in exchange for state funds for specified fiscal year(s); and

WHEREAS, the MCTC is authorized to use these exchanged funds (hereinafter RSTP Exchange Funds) to assist local agencies to promote projects which otherwise qualify for RSTP funds; and

WHEREAS, it is contemplated by MCTC and the Recipient that the amount of funding and the projects designated in Exhibit A may change from time to time as set forth below; and

WHEREAS, the MCTC has requested the Madera County Auditor-Controller to establish a separate fund for the Federal Apportionment Exchange Program and such a separate fund has been established.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, THE PARTIES HERETO AGREE AS FOLLOWS:

- A. The MCTC agrees to allocate RSTP Exchange Funds paid by Caltrans under the Federal Apportionment Exchange Program only for projects as authorized under sections 133(b) and 133 (c) of Title 23, United States Code and Article XIX of the California State Constitution.
- B. The Recipient agrees to use RSTP Exchange Funds only for the RSTP Exchange eligible project(s) described in Exhibit A.
- C. If it is determined that RSTP Exchange Funds were used for ineligible projects, the recipient agrees to reimburse funds back to MCTC.

1. ADMINISTRATIVE POLICIES

- A. The projects described in Exhibit A, and the amounts allocated therefore, may be amended from time to time without changing the rest of this Master Agreement.

- B. The Recipient agrees to submit A RSTP Monitoring report to MCTC every 6 months describing the progress towards completion for all projects listed in Exhibit A.
- C. The Recipient agrees to mention MCTC's role in funding the project in any press releases or media events held by the Recipient to promote a funded project.
- D. The MCTC agrees to reimburse the Recipient within 30 days of receipt of an accurately completed claim form from the Recipient.
- E. The Recipient agrees to cause the completion of the project(s) within three years from the date funds were approved, as recorded in Exhibit A. Failure to complete the project(s) in a timely basis shall allow MCTC to refuse reimbursement and to reprogram such funds for other purposes.

## 2. COST PRINCIPLES

- A. Recipient agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.
- B. Recipient agrees to require its contractors and subcontractors to:
  - (a) use Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., to determine the allowability of individual project cost items; and
  - (b) comply with Federal administrative procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

## 3. THIRD PARTY CONTRACTING

- A. Recipient shall not award a construction contract over \$10,000 or other contracts over \$25,000 on the basis of a noncompetitive negotiation for work to be performed using Funds without the prior written approval of Caltrans. This provision shall not apply to professional service contracts of the type which are required to be procured in accordance with Government Code Sections 4525 (d), (e), and (f).
- B. Recipient agrees that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as project costs only after those costs are incurred and paid for by the subcontractors and only if consistent with Paragraph 6, below.

C. In addition to the above, the audit requirements of third party contractor/ consultants with Recipient shall be consistent with Local Assistance Procedures Manual as published by Caltrans.

4. ACCOUNTING SYSTEM

Recipient, its contractors and subcontractors, shall establish and maintain an accounting system and records that properly accumulate and segregate expenditures by line item. The accounting system of Recipient, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment claims.

5. RIGHT TO AUDIT

For the purpose of verifying that funds paid hereunder are properly accounted for and proceeds are expended in accordance with the terms of this agreement, the Recipient, its contractors and subcontractors each agrees to grant Caltrans and/or the MCTC auditors access to the Recipient's books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including but not limited to, the costs of administering those various contracts. All documents shall be made available for inspection by authorized Caltrans or MCTC agents at any time during project development and for a four-year period from date of completion of project or one year after the audit is completed or waived by Caltrans, whichever is later.

6. TRAVEL AND SUBSISTENCE

Payments to contractors and subcontractors for travel and subsistence expenses of Recipient forces and/or its contractors or subcontractors, claimed for reimbursement or applied as local match credit, shall not exceed rates authorized to be paid exempt non-represented State employees under current State of California Department of Human Resources (CalHR) rules. If the rates invoiced are in excess of the authorized CalHR rates, then Recipient is responsible for the cost difference and any overpayments shall be reimbursed to the MCTC on demand.

7. PROJECT COMPLETION

Recipient agrees to provide to the MCTC a short report summarizing total project costs and milestones, including before and after photos of the project, for each project within sixty (60) days of completion.

8. GOVERNING LAWS

This Agreement shall be construed and enforced according to the laws of the State of California, and the parties hereby agree that the County of Madera shall be the proper venue for any dispute arising hereunder.

9. CONFLICT OF INTEREST

Recipient warrants that it presently has no interest and shall not acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any

manner or to any degree with its full and complete performance of all services under this Agreement.

10. CONSTRUCTION OF AGREEMENT

The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any exhibit or amendment. To that end, it is understood and agreed that this Agreement has been arrived at through negotiation, and that neither party is to be deemed the party which prepared this Agreement within the meaning of Civil Code Section 1654. Section and paragraph headings appearing herein are for convenience only and shall not be used to interpret the terms of this Agreement.

11. WAIVER

Any waiver of any term or condition hereof must be in writing. No such waiver shall be construed as a waiver of any other term or condition herein.

12. SUCCESSORS AND ASSIGNS

This Agreement and all rights, privileges, duties and obligations hereunder, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns and heirs.

13. TIME IS OF THE ESSENCE

The parties mutually acknowledge and agree that time is of the essence with respect to every provision hereof in which time is an element. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act, nor shall any such extension create a precedent for any further or future extension.

14. EXECUTION OF AGREEMENT

Any individual executing this Agreement on behalf of an entity represents and warrants that he or she has the requisite authority to enter into this Agreement on behalf of such entity and to bind the entity to the terms and conditions hereof. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

15. ENTIRE AGREEMENT

This document, including all exhibits hereto, constitutes the entire agreement between the parties, and supersedes any and all prior written or oral negotiations and representations between the parties concerning all matters relating to the subject of this Agreement.

16. TERMINATION DATE

This Agreement shall remain in effect for a period of three (3) years from the date of this Agreement.

17. AMENDMENTS

Any changes shall be implemented by a written amendment to Agreement and approved by both parties.

///

IN WITNESS WHEREOF, MCTC and Recipient execute this Agreement as follows:

MADERA COUNTY TRANSPORTATION COMMISSION

\_\_\_\_\_  
Patricia Taylor  
Executive Director

\_\_\_\_\_  
Date

Recipient:  
CITY OF MADERA

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

\_\_\_\_\_  
Date

*Approved as to Form:*

\_\_\_\_\_  
Brent Richardson, City Attorney  
CITY of MADERA

\_\_\_\_\_  
Date

**MADERA COUNTY TRANSPORTATION COMMISSION**

Application for RSTP Exchange Funds

Exhibit A

Fiscal Year 2014-15

Application #

Applicant Agency: City of Madera

Project Manager: Keith B. Helmuth, P.E.

**Planned Expenditures:**

1. <u>Olive Ave. Widening – Gateway Drive to Knox Street, R-10</u>	<u>\$ 170,000</u>
2. <u>4<sup>th</sup> Street Medians, R-56</u>	<u>\$ 200,000</u>
3. <u>Lake St Widening – N/O Br. at Riverside Dr to south of Cleveland Ave., R-46</u>	<u>\$ 278,980</u>
4. _____	<u>\$</u>
5. _____	<u>\$</u>
6. _____	<u>\$</u>
7. _____	<u>\$</u>
	<b>TOTAL: <u>\$ 648,980.00</u></b>

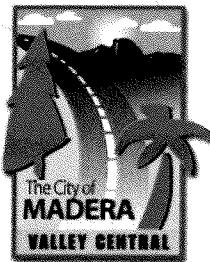
**Submitted By:**

\_\_\_\_\_  
Signature of Authorized Representative

City Engineer  
Title and \_\_\_\_\_ Date

**Reviewed By:**

\_\_\_\_\_  
Signature of MCTC Representative





## REPORT TO CITY COUNCIL

Approved By:

Council Meeting of November 4, 2015

Agenda Item Number B-5

FCI:   
\_\_\_\_\_  
Department Director  
  
\_\_\_\_\_  
City Administrator

**SUBJECT:** MINUTE ORDER – APPROVING A REQUEST FOR A COOPERATIVE WORK AGREEMENT (CWA) FOR THE BICYCLE TRANSPORTATION ACCOUNT PROJECT BTA1011-06-MAD-01 FOR THE FRESNO RIVER TRAIL UNDERCROSSING AT GATEWAY DRIVE AND UPRR AND AUTHORIZING THE CITY ENGINEER TO EXECUTE AND SUBMIT THE REQUEST ON BEHALF OF THE CITY

### RECOMMENDATION:

That City Council approve the Request for a Cooperative Work Agreement (CWA) for Bicycle Transportation Account Project BTA 1011-06-MAD-01 for the Fresno River Trail Undercrossing at Gateway Drive and UPRR Project and authorize the City Engineer to execute and submit the request on behalf of the City.

### SUMMARY:

The funds allocated through Local Agency-State Agreement No. BTA1011-06-MAD-01 for Bicycle Transportation Account (BTA) funds for the Fresno River Trail undercrossing at Gateway Drive and UPRR Project will lapse June 30, 2016. Caltrans has provided an opportunity to request a time extension also known as a Cooperative Work Agreement (CWA).

### SITUATION:

A Local Agency-State Agreement outlining the terms and conditions for receiving Bicycle Transportation Account (BTA) funds for the Fresno River Trail undercrossing at Gateway Drive and UPRR (Project) was executed on January 5, 2011. Per the original agreement, the local agency (City) is required to complete the project and submit final invoices for the Project by April 2016.

### **Engineering**

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Section 16304.3 of the Government Code authorizes the Department of Finance (DOF) to extend state budget authority on all Local Assistance funding from 6 years to a maximum of 8 years from the original year of appropriation upon DOF approval. Approval is at the discretion of the DOF and there is no appeal process for CWA requests denied by DOF.

The extension request was due to Caltrans for processing on October 23, 2015 and was submitted by Engineering Department staff; however, approval by the Council (in the form of approval of this Agenda item) is required for the request to be considered. If the extension request is approved by DOF, the BTA funds must be expended by April 30, 2018.

**FINANCIAL IMPACT:**

The BTA Grant Agreement Cooperative Work Agreement extension request will preserve up to \$202,000 in grant funds for the project. If the CWA is denied by DOF, local transportation funds and/or grant funds will be needed to fund this project. The City has actively pursued additional funding sources for this project.

There will be no impact to the City's General Fund by approving this request for a time extension.

**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 with Madera.

Strategy 132 – Neighborhood Connectivity: Connect Madera's neighborhoods through streets, trails and walkways that promote community interaction.

Strategy 401 – Walkable Community: Develop and promote Madera as a walkable community with an emphasis on improving the quality of the natural resources.

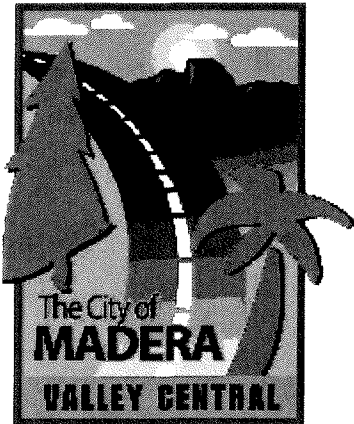
2010-11 Projects Lapsing on June 30, 2016

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
District	Agency	Work Performed and Location	Federal Project #	Project ID	Phase Code	Fund Description	Encumbrance Amount	Reimbursed	Unliquidated Balance	TUF Lapse Date	Requesting CWA [Yes/No]?	Delay Code	Reason for Delay	Obstacles to Future Completion	Consequences if CWA is not approved	Date Funding expended if CWA approved	Contact Name	Contact E-mail & Number
06	CITY OF MADERA	CITY OF MADERA BTA 10/11-06-MAD-01	06--MAD-01	0000020608	S	0042 - State Lump Sum	\$215,000	\$0	\$215,000	N/A	YES	7, 2	Project requires approval from UPRR and PUC for below grade trail crossing. the City originally submitted documents to UPRR in 2009 and had field meetings and verbal approvals in 2010 (City has documentation); however, the project documents were misplaced and newly assigned UPRR Staff suggested the City completely resubmit in April 2014. Progress is being made with UPRR but review time can be lengthy. Approvals need to go through UPRR headquarters Omaha, Nebrasks. Project is shelf ready pending approvals from UPRR.	Further delays by UPRR. Following approval by UPRR, the California State Public Utilities Commission needs to grant the crossing. It is a formality; but relies on UPRR schedule.	If CWA not approved, the project is not fully funded and can't move forward. Lack of a trail underxing of UPRR and Gateway drive will affect public safety as pedestrians and bicyclists are illegally crossing the tracks. The alternate route is across an extremely busy and complicated intersection. The City is unable to promote bicycle commuting from east to west without this potion of the trail completed.	04/30/18	Ellen Bitter	<a href="mailto:ebitter@cityofmadera.com">ebitter@cityofmadera.com</a>

City Engineer Signature \_\_\_\_\_

Print Name: Keith Helmuth

Date: \_\_\_\_\_



## REPORT TO CITY COUNCIL

MEETING DATE November 4, 2015

AGENDA ITEM NO.: B - 6

*Becky McCurdy*  
 REPORT BY: Becky McCurdy  
 Procurement Services Manager

Approved:

*Tim Przybyla*  
 Tim Przybyla, Director of Finance

*David R. Mooley*  
 David R. Mooley, City Administrator

### SUBJECT: DECLARATION OF SURPLUS PROPERTY

### RECOMMENDATION:

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

### SUMMARY:

#### Vehicles & Equipment

Unit No.	Year Model	Make/Mfg.	Model	Description	Serial/VIN Number
196	1992	Chevy	1500	1/2 ton pickup	1GCEC14Z6NZ145820
211	1993	Chevy	1500	1/2 ton pickup	1GCEC14Z4PE201571
215	1994	Chevy	2500	3/4 ton pickup	1GCGC24K0RE157170
247	1998	Ford	F350	1 ton utility	3FEJF37G1VMA47346
252	1999	Ford	F150	1/2 ton pickup	1FTZF1721XKB02330
296	2001	Ford	F150	1/2 ton pickup	1FTPF17M21KB25602
299	2002	Chevy	2500	3/4 ton crew cab pu	1GCHC23U42F238938
305	2002	Honda	Civic CNG	Sedan	1HGEN26522L000574
306	2002	Honda	Civic CNG	Sedan	1HGEN26542L000589
325	2002	GEM		Electric Vehicle	5ASAK274X2F023767
542	1992	Chevy	Astro	Van	1GCCM15Z3NB162666
599	2001	Honda	Civic CNG	Sedan	1HGEN26461L000583

611	2005	Dodge	Stratus	Sedan	1B3EL46T65N675997
639	2009	Ford	Crown Vic	Patrol	2FAHP71V99X117405

**Misc.**

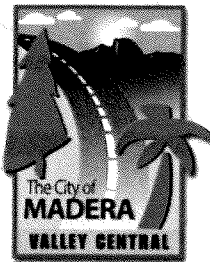
Item Count	Description	Mfg.	Serial/Model Number
1	Wood grain folding table 96 x 30	n/a	n/a
1	Steel desk – tan with beige top 45 x 30	n/a	n/a
1	Steel desk – black with wood grain top 48 x 30	n/a	n/a
3	Misc plastic chairs	n/a	n/a
1	Wood grain 2 shelf bookcase	n/a	n/a
1	Wood grain 2 drawer lateral file	n/a	n/a
1	2 drawer legal metal file cabinet – Tan	Hon	n/a
1	2 drawer legal metal file cabinet – Black	Hon	n/a
1	paper cutter	n/a	n/a
27	Lamp/bulbs Auto #53	n/a	n/a
6	Wiper Refills 11-18	n/a	n/a
1	Fuel Filter	Wix	33311
1	Fuel Filter	Wix	33358
8	Fuel Filter	Wix	33097
4	Fuel Filter	Wix	33818
1	Oil Filter	Wix	51064
2	Oil Filter	Wix	51602
1	Oil Filter	Wix	57037
3	Air Filter	Wix	42126
13	Air Filter	Wix	46390
2	Air Filter	Wix	46302
1	Air Filter	Wix	42329
1	Air Filter	Wix	49782
1	Air Filter	Wix	49783
1	Transmission Filter	Wix	58897
10 Feet	Fuel Hose 3/8"	n/a	n/a
19 Feet	Fuel Hose	n/a	n/a
4	Paper-Cover Stock	n/a	n/a
1	Blue desk chair with arms	n/a	n/a
1	Blue desk chair without arms	n/a	n/a

**FINANCIAL IMPACT:**

Proceeds from sale will increase various fund balances.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN:**

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



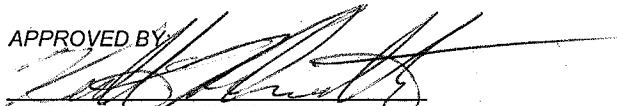
[Return to Agenda](#)

## REPORT TO CITY COUNCIL

COUNCIL MEETING OF 11/4/2015

AGENDA ITEM NUMBER B-7

APPROVED BY:

  
DEPARTMENT DIRECTOR

  
CITY ADMINISTRATOR

**SUBJECT: CONSIDERATION OF - RESOLUTION NO. 15-\_\_\_\_\_,  
ACCEPTING IMPROVEMENTS FOR WILL GILL SUBDIVISION**

### RECOMMENDATION:

That the City Council approves Resolution No. 15 - \_\_\_\_\_:

1. Accepting the improvements for **WILL GILL** subdivision.
2. Authorizing the filing of the Notice of Acceptance for said subdivision improvements.

### SUMMARY:

The Subdivider, **BFP Partnership, a California General Partnership**, has completed the subdivision improvements in accordance with the approved Subdivision Agreement and improvement plans. The Subdivider has paid all required fees and submitted a Warranty Bond. It is recommended that the City Council accept the improvements for the **WILL GILL** subdivision; now known as the Freedom Industrial Park.

### HISTORY:

The **WILL GILL** Subdivision is a single-phased industrial development located on the northwest quadrant of Pine Street and Pecan Avenue. The City Planning Commission approved the tentative map for the Will Gill Subdivision on May 13,

### Engineering

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2014, and City Council approved the Final Map on June 18, 2014. An amended Final Map was approved on September 3, 2014.

**FISCAL IMPACT:**

Acceptance of this subdivision will result in the transfer of street and utility maintenance and associated costs from Subdivider to City.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN:**

Acceptance of the improvements for Will Gill subdivision is not directly addressed in the vision or action plans; however, the requested action could address the following specific task in the action plan:

***Action 126 - Clean, attractive streets: Expand or develop programs to create clean, safe and aesthetically pleasing streets*** - Current landscape design standards have been adhered to which aid in the establishment of Well-Planned Neighborhoods and Housing.

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,  
CALIFORNIA, ACCEPTING IMPROVEMENTS FOR THE WILL GILL  
SUBDIVISION, AND AUTHORIZING THE FILING OF THE NOTICE OF  
ACCEPTANCE**

**WHEREAS**, the subdivider, BFP Partnership, a California General Partnership, LLC, has requested final acceptance of improvements for the Will Gill Subdivision; and

**WHEREAS**, the City Engineer has certified to this Council that the required improvements for **WILL GILL** Subdivision, have been completed.

**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 improvements for the **WILL GILL** Subdivision are accepted.
3. The City Clerk is hereby authorized and directed to record a Notice of Acceptance as required by Section 10-2.712.2 of the Madera Municipal Code.
4. This resolution is effective immediately upon adoption.

\* \* \* \* \*

Recording Requested By:  
City of Madera  
When Recorded, Return To:  
City Clerk  
City of Madera  
205 W. 4<sup>th</sup> Street  
Madera, CA 93637

---

Fee Waived Per Section 27383 of the Government Code

**NOTICE OF ACCEPTANCE  
OF SUBDIVISION IMPROVEMENTS**

NOTICE IS HEREBY GIVEN that on November 4, 2015, the City Council of the City of Madera confirmed the satisfactory completion of the improvements as shown on the plans for the **WILL GILL** Subdivision.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Sonia Alvarez  
City Clerk

## TREPORT TO CITY COUNCIL

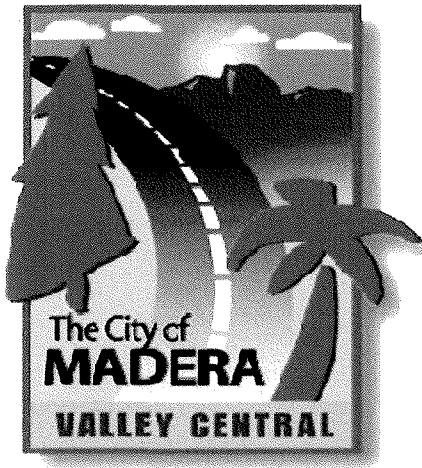
MEETING DATE: November 4, 2015

AGENDA ITEM NUMBER: B-8

Approved By:

  
PUBLIC WORKS DIRECTOR

  
CITY ADMINISTRATOR



**SUBJECT:** Consideration of a Resolution Approving an Agreement with Mead and Hunt, Inc. for Professional Services for the Development of the Madera Municipal Airport Disadvantaged Business Enterprise Plan and Authorizing the Mayor to Execute the Agreement on Behalf of the City.

**RECOMMENDATION:** Staff recommends that the City Council adopt a resolution authorizing the Mayor to execute an agreement with Mead and Hunt, Inc. for professional services for developing an airport specific Disadvantaged Business Enterprise Plan, not to exceed \$12,000.

**DISCUSSION:** As a condition for receiving Federal financial assistance from the Federal Aviation Administration (FAA) to complete airport improvement projects, the City of Madera, as grant sponsor, is required to comply with Title 49, Part 26 of the Code of Federal Regulations (CFR). Title 49 CFR, Part 26 is Participation by DBEs in Department of Transportation (DOT) Financial Assistance Programs, which includes the Airport Improvement Program.

The City of Madera reached out to several firms for proposals for the development of the Airport's DBE program and the 3-year goal calculation for Federal Fiscal Years (FFY) 2016-2018 that will be in compliance with 49 CFR Part 26. The three firms contacted were Reinard Brandley, Consulting Airport Engineer; Tartaglia Engineering and Mead and Hunt. Mead and Hunt was the only firm to provide a proposal.

Mead and Hunt proposed the following scope of work:

- Preparation of the DBE Program
- 3-year goal calculation
- Submitting the program to the FAA Office of Civil Rights for review and approval
- Assisting with the Public Notice and solicitation of public comment
- Completion within 90 days
- Proposed cost of \$10,484 with \$1,616 for contingency

In order to comply with FAA requirements and receive federal funding for airport projects greater than \$250,000 undertaken in FFY 2016-2018, a DBE Program needs to be developed, submitted and approved by the FAA. Failure to develop a DBE program would result in limited funding to the Airport, in return harming the airport's ability to maintain and improve the facility.

**FINANCIAL IMPACT:** The proposed cost of the project is \$10,484 with \$1,616 for possible contingency for a total potential cost of \$12,000. All costs associated from this project come from the Airport Operations Fund, account No. 3715-3040. There is no impact on the General Fund.

**VISIONING:** Approval of this item is not specifically addressed in the Vision or Action Plans. The requested action is not in conflict with any of the action or goals contained in the Plan.

RESOLUTION No. \_\_\_\_\_

RESOLUTION APPROVING AN AGREEMENT WITH MEAD AND HUNT, INC. FOR PROFESSIONAL SERVICES FOR THE DEVELOPMENT OF THE MADERA MUNICIPAL AIRPORT DISADVANTAGED BUSINESS ENTERPRISE PLAN AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY.

WHEREAS, the City of Madera plans to develop a Disadvantaged Business Enterprise Plan for the Madera Municipal Airport (PROJECT); and

WHEREAS, Mead and Hunt, Inc. (CONSULTANT) has the unique skills and knowledge to provide the development of the project for the Madera Municipal Airport; and

WHEREAS, The City and Consultant have prepared an agreement with terms satisfactory to both parties, with payments to CONSULTANT not to exceed \$12,000.

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

1. The above recitals are true and correct.
2. The Agreement for Professional Consulting Services with Mead and Hunt, Inc., a copy of which is on file in the office of the City Clerk and referred to for particular, is approved.
3. The Mayor is authorized to execute the Agreement on behalf of the City of Madera
4. This resolution is effective immediately upon adoption.



Mead & Hunt, Inc.  
M & H Architecture, Inc.  
7900 West 78th Street, Suite 370  
Minneapolis, Minnesota 55439  
952-944-5619  
meadhunt.com

October 29, 2015

Mr. Jason Rogers – Public Works  
City of Madera  
1030 S. Gateway Drive  
Madera, CA 93637

Subject: MAE Disadvantaged Business Enterprise (DBE) Program and Goal Calculation for Federal  
Fiscal Year (FFY) 2016-2018

Dear Mr. Rogers:

Mead & Hunt, Inc. (Mead & Hunt) is pleased to submit this proposal to provide a DBE Program and goal calculation for FFY 2016-2018 for the Madera Municipal Airport (MAE) in Madera, California.

### **Project Understanding**

Our proposal is based on developing a DBE Program for the Madera Municipal Airport which will serve as a base program in accordance with 49 CFR Part 26. This program will be submitted for review and approval to the FAA Office of Civil Rights. It is also the intent of this proposal to provide a 3-year goal calculation to the program for FFY 2016-2018 that is in compliance with current DBE regulations and based on the capital improvement program (ACIP) for the airport.

### **Scope of Services**

After receipt of authorization to proceed, Mead & Hunt shall prepare a disadvantaged business enterprise (DBE) program in addition to the 3-year goal calculation for FFY 2016-2018 that will be in compliance with 49 CFR Part 26. The DBE Program is expected to be completed within 90 days after receipt of the notice to proceed and supporting documents. The work included in the Scope of Services shall be completed by Mead & Hunt, Inc.

### **Responsibilities of the City of Madera.**

Our Scope of Services and Compensation are based on the City providing the following:

- A designated representative with authority to provide direction, transmit relevant project data, receive information, review documents, and provide approvals decisions as necessary.
- Provide supporting documents, including the latest airport capital improvement program (ACIP) which summarizes the anticipated projects in the next five years.
- Provide any past accomplishment or historical DBE goal data.

- Coordinate with the Airport Sponsor to allow Mead & Hunt to view the past accomplishments for the airport through the dbE-Connect system. This can be done by the Sponsor sending an email to Patricia.Wright@faa.gov and requesting access be granted to bryan.page@meadhunt.com.

### Compensation

This work will be completed at the agreed upon lump sum fee of Ten Thousand Four Hundred Eighty Four dollars (\$10,484) as detailed in Exhibit B.

### Authorization

The Scope of Services and Compensation stated in this proposal are valid for a period of thirty (30) days from date of submission. If authorization to proceed is not received during this period, this proposal may be withdrawn or modified by Mead & Hunt.

Signatures of authorized representatives of City of Madera and Mead & Hunt, Inc. shall convert this proposal to an Agreement between the two parties, and receipt of one signed copy shall be considered authorization to proceed with the work described in the Scope of Services. All services shall be performed in accordance with the *General Terms and Conditions for Engineering, Architectural, or Consulting Services (CA)*, which is attached and which is made a part of this proposal. Mead & Hunt also agrees to City of Madera insurance requirements as provided in the attached document *Insurance Requirements for Consultants*, which is made part of this agreement.

We appreciate the opportunity to submit this proposal. If you have any questions or require additional information, please contact me at 952-941-5619 ext. 8803.

Respectfully submitted,

MEAD & HUNT, Inc.

Bryan E. Page  
Manager, Aviation services  
Vice President


### Attachments

Accepted by: CITY OF MADERA

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved by: MEAD & HUNT, INC.

By:  \_\_\_\_\_  
Name: Bryan E. Page  
Title: Vice President

Date: October 29, 2015

**Exhibit A  
Scope of Services**

**Consultant Services for  
Disadvantage Business Enterprise (DBE) Program**

**Madera Municipal Airport (MAE)  
Madera, California**

**October 29, 2015**

**Background**

The purpose of this project is to provide consultant services related to the development of the DBE Program for the Madera Municipal Airport (Airport). As part of the federal grant assurances under the Airport Improvement Program (AIP), recipients are required to develop and maintain a disadvantaged business enterprise program in accordance with 49 CFR Part 26 for work performed using federal grant funds. This requirement applies to recipients who will award or anticipate awarding prime contracts exceeding \$250,000 in FAA funds during a federal fiscal year. On February 3, 2010 U.S. DOT issued a final rule changing 49 CFR Part 26 requiring recipients to submit overall goals for review every three years rather than annually. The last DBE three-year overall goal for Airport was due on August 1, 2015 and covered the Federal Fiscal Years (FFY) 2016/2017/2018. The scope of services to be provided generally includes development of a DBE program and calculation of a 3-year goal based on the anticipated projects at the Airport.

**Scope of Work**

It is our understanding the City of Madera, CA (City) is requesting assistance with background research, DBE program development, overall goal calculation for the three year period FFY 2016-2018, and coordination of approval for their DBE Program in accordance with 49 CFR Part 26. A DBE program is a requirement of the airport improvement program (AIP) grant assurances in order to receive federal funding for airport projects.

It is our understanding the City does not have an existing DBE Program that is up-to-date for the Airport and requires assistance in developing a DBE Program specifically for the Airport in addition to assistance in coordinating review and approval of the program and overall goal with the FAA. The Consultant will assist in developing a new DBE program and calculating a DBE goal for upcoming 3-year period FFY 2016-2018 as part of this agreement.

This proposal includes the effort related to the completion of the aforementioned tasks which are further detailed as follows:

**1.0 Background and Research**

The Consultant will assist the City with development of the DBE Program. In order to accomplish these tasks the Consultant will need to research available information and documents in order to gain the necessary background in order to complete the tasks. Included in this effort are:

- Review of the DBE Program information provided by the City of Madera.
- Review of the upcoming projects as identified in the ACIP as provided by the City of Madera.

- Verification/Identification of the anticipated work activities and breakdown of anticipated work as per NAICS code.
- Research of certified DBE contractors in the market area.
- Research of non-DBE contractors in the market area.
- Verification of the market area.
- Research of past accomplishments of DBE in the market area.
- Research of available disparity study information.
- Interview(s) with designated City of Madera staff and regional FAA Civil Rights Office

## **2.0 Project Administration, Coordination, and Communication**

We will manage our designated services and administer the project. The Consultant will provide coordination and communication throughout the course of this agreement as to the status of the project and any questions or issues that arise. All communication will be done via telephone conferencing and electronic mail. This will include coordination between the City and the regional FAA Office of Civil Rights. The Consultant will provide other coordination with other agencies as necessary. Project scoping is also included in this task.

## **3.0 DBE Program Development**

The Consultant will assist the City in developing a DBE Program for the Airport as well as a 3-year goal for FFY 2016/2017/2018. The Consultant will use 49 CFR Part 26 as a guide to completing the development of the Program. Once the Program is fully developed a draft copy of will be transmitted to the City for review and comment. Once the comments are received, the Consultant will incorporate the comments into the Program and transmit the final version to the City for submittal to the regional FAA Office of Civil Rights.

Once the Program has been finalized we will assist the City in soliciting public comment (as required) and implementing the new 3-year goal. The Consultant will provide the City with a draft Public Notice for the purpose of soliciting public comment. The final approved DBE program and 3-year goal will be transmitted to the City for use in AIP funded projects.

### **Deliverables**

The deliverables included in this effort are:

- Draft copy of the DBE Program to the City for review (transmitted via email in PDF format)
- Draft Public Notice for the City to use to solicit the required public comment on the program and goal.
- Final copy of the DBE Program to the City and FAA for approval (transmitted via email in PDF format)

### **Work and Expenses Not Included**

- Any on-site meetings or expenses
- Monitoring of DBE Program
- Reporting of accomplishments
- Disparity Study

**End of Document**

**Exhibit B Consultant Services Fee Proposal**

AIRPORT: Madera Municipal Airport  
 LOCATION: Madera, California  
 AIP PROJECT NO.  
 PROJECT DESCRIPTION: DBE Program and FFY 2016/2017/2018 Go

CLIENT: MAE  
 PROJ. No: 2827700-156295.01  
 DATE: 10/7/15  
 REV. NO:

Consultant Fee	
<b>Task Description</b>	
1 Background and Research	\$2,746.50
2 Project Admin, Coordination, Communication	\$1,618.00
3 DBE Program Development	\$6,019.00
Expenses	\$100.00
<b>SUBTOTAL</b>	<b>\$10,483.50</b>
<b>TOTAL MEAD &amp; HUNT FEES</b>	<b>\$10,483.50</b>

Item No.	Senior Associate \$263.00	Project Manager \$177.00	Technical Editor \$103.00	Administrative Assistant \$95.00	Total Hours	Cost Summary	
<b>DBE</b>							
<b>1 Background and Research</b>							
<b>Estimated Total Man-hours</b>	<b>0.5</b>	<b>12</b>	<b>2</b>	<b>3</b>	<b>17.5</b>	<b>\$2,746.50</b>	
Summary Costs	\$131.50	\$2,124.00	\$206.00	\$285.00		\$2,746.50	
<b>2 Project Admin, Coordination, Communication</b>							
<b>Estimated Total Man-hours</b>	<b>1</b>	<b>6</b>	<b>1</b>	<b>2</b>	<b>10</b>	<b>\$1,618.00</b>	
Summary Costs	\$263.00	\$1,062.00	\$103.00	\$190.00		\$1,618.00	
<b>3 DBE Program Development</b>							
<b>Estimated Total Man-hours</b>	<b>1</b>	<b>28</b>	<b>5</b>	<b>3</b>	<b>37</b>	<b>\$6,019.00</b>	
Summary Costs	\$263.00	\$4,956.00	\$515.00	\$285.00		\$6,019.00	
<b>Expenses</b>					<b>Rate</b>		
Auto Rental	0	0	0	0	1 Days	\$0.00	\$0.00
Mileage	0	0	0	0	0 Miles	\$0.90	\$0.00
Lodging	0	0	0	0	0 Days	\$0.00	\$0.00
Survey	0	0	0	0	0	\$0.00	\$0.00
Meals	0	0	0	0	0	\$0.00	\$0.00
Reproductions	0	0	0	0	1	\$100.00	\$100.00
Other	0	0	0	0	0	\$0.00	\$0.00
					<b>Total Expenses</b>		<b>\$100.00</b>
<b>TOTAL</b>							<b>\$10,483.50</b>

**Mead & Hunt, Inc.**  
**General Terms and Conditions ("General Terms") for Engineering,**  
**Architectural, or Consulting Services**  
**California**

1. Receipt of the attached signed Contract (contracts, proposal, or letter) will be considered written authorization to proceed.
2. Mead & Hunt, Inc. will bill the Client monthly, according to the payment method set forth in the Contract, with net payment due within thirty (30) days. Past due balances shall be subject to an interest charge at a rate of 1% per month. In addition, Mead & Hunt, Inc. may, after giving ten (10) days' written notice, suspend service under any agreement until the Client has paid in full all amounts due it for services rendered and expenses incurred, including the interest charge on past due invoices. The fees or rates stated in the attached contract does not include any applicable state and local sales or use taxes or gross receipts taxes. Any such taxes shall be the sole responsibility of the Client to pay.
3. The fees and scope of services stated in the attached document constitute an estimate of the fees and tasks required to perform the services as defined. For those projects involving conceptual or process development service, activities often cannot be fully defined during initial planning. As the project progresses, facts uncovered may also reveal a change in direction which may alter the scope. If the Client requests modifications or changes in the scope of the project, the time of performance of Mead & Hunt, Inc.'s services and the fees shall be adjusted before Mead & Hunt, Inc. undertakes the additional work. Mead & Hunt is not acting as a Municipal Advisor as determined by the Dodd Frank Act.
4. The Client shall be liable for and shall indemnify and hold Mead & Hunt, Inc. harmless for all costs and damages incurred by Mead & Hunt, Inc. for delays caused in whole or in part by the Client's interference with Mead & Hunt, Inc.'s ability to provide services, including, but not limited to, the Client's failure to provide specified facilities or information, or inaccuracies in documents or other information required to be provided by the Client to Mead & Hunt, Inc. Mead & Hunt, Inc. reserves the right to renegotiate the contract because of any unforeseen delays caused by events beyond Mead & Hunt, Inc.'s control, such as funding for the project.
5. The Client agrees to provide such legal, accounting and insurance counseling services as may be required for the project.
6. Mead & Hunt, Inc. will maintain insurance coverage for: worker's compensation, general liability, automobile liability, aviation liability, and professional liability. Mead & Hunt, Inc. will provide information as to specific limits upon written request. If the Client requires coverages or limits in addition to those that Mead & Hunt currently has in effect as of the date of the agreement, premiums for additional insurance shall be paid by the Client.
7. The limit of liability of Mead & Hunt, Inc. (including its current or former employees, officers, directors, or shareholders) to the Client for any damages will be for a period of twelve (12) months from the date of the last bill from Mead & Hunt being first submitted to the Client regardless of whether or not such bill was paid by Client, and the extent that the total aggregate of any liability including all damages (direct, consequential, indirect, incidental, or other damages), claims, costs, expenses and legal fees of Mead & Hunt, Inc. (including its current or former employees, officers, directors, or shareholders) and its sub-consultants to the Client or any and all third parties is limited to the amount of the fees billed by Mead & Hunt, Inc. to the Client during the 12-month period prior to the date of the last bill being first submitted to the Client.
8. Mead & Hunt, Inc. and the Client agree that the ultimate liability for contaminants or pollutants regardless of its source, and for the actual, alleged, or threatened discharge, dispersal, release, or escape of pollutants, mycotoxins, spores, smoke, vapors, soot, fumes, mold, acids, alkalis, toxic chemicals, mildew, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, buildings, the atmosphere, or body of water shall remain with the Client; and the responsibility and/or liability for any of the foregoing and for the Ownership and maintenance of any toxic, hazardous, or asbestos materials relating to the project shall remain with the Client.
9. Client and Mead & Hunt, Inc. shall not, during the term of the Contract or after the termination of the Contract for a period of one year disclose any Confidential Information to any person or entity, or use any Confidential Information to any person or entity, or use any Confidential Information for the benefit of Client or Mead & Hunt, Inc. as the case may be, or any other person or entity, except with the prior written consent of Mead & Hunt, Inc. or the Client, as the case may be, or as required by law. The term "Confidential Information" means information marked or designated by Mead & Hunt, Inc. or the Client as confidential. Confidential Information includes, but is not limited to, ideas, specifications, techniques, models, data, programs, documentation, processes, know-how, and financial and technical information. This confidentiality is subject to the requirements of California state law.
10. Termination of the Contract by the Client or Mead & Hunt, Inc. with or without cause, shall be effective upon ten (10) days' written notice to the other party. The written notice may or may not include the reasons and details for termination. Mead & Hunt, Inc. will prepare a final invoice showing all charges incurred through the date of termination; payment is due as stated in Paragraph 2. If the Client breaches the Contract or if the Client fails to carry out any of the duties contained in these General Terms, Mead & Hunt, Inc. may, upon ten (10) days' written notice, suspend services without further obligation or liability to the Client.
11. Mead & Hunt, Inc. may release data, models, plans, CAD files, and/or drawings electronically or by any other means to any other party involved in the project; and if such release is not provided for in the Scope of Services, fees may be adjusted before the documents are prepared for electronic submittal. Data and image files, both electronic and hard copy (hereinafter "files") are part of Mead & Hunt, Inc.'s instruments of service and shall not be used for any purpose other than for the described project. Any reuse of files or services pertaining to this project or any other project shall be at the Client's sole risk and without liability or legal exposure to Mead & Hunt, Inc. Mead & Hunt, Inc. makes no representation as to compatibility of electronic files with the Client's hardware or software. Differences may exist between these electronic files and corresponding hard-copy documents. Mead & Hunt, Inc. makes no

representation regarding the accuracy or completeness of the electronic files provided. In the event that a conflict arises between the signed or sealed hard-copy documents prepared by Mead & Hunt, Inc. and the electronic files, the signed or sealed hard-copy documents shall govern. Because information presented on the electronic files can be modified, unintentionally or otherwise, Mead & Hunt, Inc. reserves the right to remove all indicia of Ownership and/or involvement from each electronic display. Under no circumstances shall delivery of the files for reuse be deemed a sale by Mead & Hunt, Inc. and Mead & Hunt, Inc. makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall Mead & Hunt, Inc. be liable for any loss of profit, delayed damages, or any consequential damages as a result of reuse or changes to files or any data therein.

12. Mead & Hunt, Inc. will provide services in accordance with ordinary generally accepted standards of professional practices. Mead & Hunt, Inc. disclaims all warranties and guarantees, express or implied. The parties agree that this is a contract for professional services and is not subject to any Uniform Commercial Code. Similarly, Mead & Hunt, Inc. will not accept those General Terms offered by the Client in its purchase order, requisition, notice of authorization to proceed, or any other contractual document except as set forth herein or expressly agreed to in writing. Written acknowledgment of receipt or the actual performance of services subsequent to receipt of such other contractual document is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.
13. Mead & Hunt, Inc. cannot and does not guarantee that proposals, bids or actual project or construction costs will not vary from the actual and/or final project or construction costs or that the project or construction costs will not vary from the final costs of the project. The Client agrees to indemnify and to hold Mead & Hunt, Inc. harmless for any claim arising out of or related in any way to project or construction costs unless such claim arises out of and/or has been caused in whole or in part by negligence on the part of Mead & Hunt, Inc.
14. If the Client is a municipality or state authority or any government authority/agency, the Client agrees to indemnify and hold harmless Mead & Hunt, Inc. for all claims arising out of or related in any way to acts done by Mead & Hunt, Inc. in the exercise of legislative or quasi-legislative functions.
15. Neither the Contract nor these General Terms shall be construed as imposing upon or providing to Mead & Hunt, Inc. the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by the contractors or subcontractors or the safety precautions and programs incident to the work of the contractors or subcontractors.
16. Mead & Hunt, Inc. shall not be liable for any loss due to terrorism.
17. The Contract and these General Terms contains the entire understanding between the parties on the subject matter hereof and no representations, inducements, promises or agreements not

embodied herein shall be of any force or effect, and these General Terms supersedes any other prior understanding entered into between the parties on the subject matter hereof. The Contract and General Terms do not create any benefits for any third party. No waiver of compliance with any provision or condition hereof shall be effective unless agreed in writing duly executed by the waiving party.

18. The parties agree that Mead & Hunt, Inc.'s services in connection with the Contract and General Terms shall not subject any of Mead & Hunt, Inc.'s current or former employees, officers, directors or shareholders to any personal legal liability for any breaches of this agreement or for any negligence in performing any services in connection with this agreement even if such claim arises out of and/or has been caused in whole or in part by negligence on the part of Mead & Hunt, Inc.'s current or former employees, officers, directors or shareholders. Therefore, notwithstanding anything to the contrary contained herein, the Client agrees that the Client's sole and exclusive remedy, for any breach of contract or any negligent performance of services in connection with this agreement shall be a claim against Mead & Hunt, Inc., and any claim, demand, suit, or judgment shall be asserted only as against Mead & Hunt, Inc.'s corporate entity, and not against any of Mead & Hunt, Inc.'s current or former employees, officers, directors, or shareholders, and the Client covenants not to sue these individuals. Each of Mead & Hunt, Inc.'s current and former employees, officers, directors or shareholders are made express beneficiaries of this Paragraph.
19. The limitations and indemnity provided herein shall not apply to the willful or intentional acts of Mead & Hunt, Inc. or its employees, shareholders, officers, or directors. The Client acknowledges and agrees that it has had an opportunity to negotiate with respect to the limitations of the General Terms and understands and agrees that if those Paragraphs were not included herein the fees for the services provided in connection with the General Terms and Contract would be significantly higher. The Client further acknowledges that it is a sophisticated party with experience in the acquisition of design services.
20. The Client and Mead & Hunt, Inc. agree to negotiate any material dispute between them during the 90 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
21. If any term or provision of this Contract is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Contract shall remain in full force.
22. Nothing contained in the Contract or the General Terms shall create a contractual relationship with or a cause of action in favor of a third party against Mead & Hunt, Inc. Mead & Hunt, Inc.'s services under the Contract are being performed solely for the Client's benefit, and no other party or entity shall have any claim against Mead & Hunt, Inc. because of the Contract or General Terms or the performance or nonperformance of services hereunder.
23. The General Terms and the Contract shall be construed and interpreted in accordance with the laws of the state of California. No action may be brought except in the state of California.

## **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.
- 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*

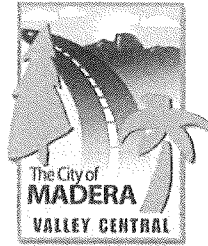
Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

# **Agenda: November 4, 2015**

## **Item: B-9**

**Consideration of a Resolution Approving  
Settlement and Release Agreement  
and Authorizing the Mayor to  
Execute the Agreement**

**Item will be distributed prior to the  
council meeting**



[Return to Agenda](#)

## REPORT TO CITY COUNCIL

COUNCIL MEETING OF November 4, 2015

AGENDA ITEM NUMBER E-1

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

APPROVED BY: David Tooley, City Administrator

**SUBJECT:**               **PROGRESS REPORT ON HOUSING RELATED PARKS PROGRAM GRANT FUNDING**

**RECOMMENDATION:**

The purpose of this report is to update Council on the status of Housing Related Parks Program (HRPP) grant funding and the subsequent progress of related projects. There is no specific action requested at this time.

**SUMMARY:**

In both January of 2014 and 2015, City Staff submitted applications to the California Department of Housing and Community Development for HRPP grants to fund local parks projects. Madera was awarded resources in both cycles for a total grant award of \$826,250.

Staff has redefined the projects identified in the original grant application as a result of unforeseen impacts. As was described in a Council Meeting on April 1, 2015, the original plan presented in the grant applications was to rehabilitate Knox Park to a two-tiered recreation facility and to build a second park adjacent to the ponding basin at Sherwood and D Streets. The Sherwood and D project is on hold until further notice as a result of a land acquisition challenge. At Council's recommendation during the aforementioned meeting, resources were reallocated to build an inclusive play feature at Centennial Park. The balance of this report will update the Council on the status of both the Knox Park project and the addition of an inclusive play feature at Centennial Park.

## **DISCUSSION:**

### ***Knox Park***

Council adopted an Agreement between the City of Madera and O'Dell Engineering at their Regular Meeting on May 6, 2015. O'Dell was selected from three firms within the Madera-Fresno area who submitted Statements of Qualification demonstrating capacity to, among other tasks, survey the site as well as produce design drawings, specifications and construction estimates for the rehabilitation project.

It is important to note here that the City's Storm Water Master Plan indicates the need to increase the capacity of the Knox Ponding Basin to handle 20 acre-feet of storm water run-off. The existing Master Plan lists the capacity of the Knox Basin at 16 acre-feet. Staff was aware that the Master Plan called for a 25% increase in capacity so this work was incorporated into the scope of the project.

One of the first steps taken by O'Dell was to survey the site. Their team surveyed and determined that the actual capacity of the basin is less than 10 acre-feet. Staff from O'Dell, Parks and Engineering consulted quickly and determined that the most reasonable course of action was to split the project into two separate phases. Phase 1 represents the rehabilitation of the top tier to include new landscaping, recreation elements, seating, trash receptacles, improved overall aesthetics and fencing. Phase 2, which will be completed at some time in the future, will consist of the rehabilitation of the bottom tier. This second phase will entail increasing the capacity of the basin by more than 100% and converting the lower tier to usable green space when it is not being used for storm water storage. While there are alternatives to address the short-fall of storage space, there are no feasible options that fall within budget and the aggressive time-lines required by the funding agency.

The design for Phase 1 is at 60 % complete. This design includes amenities that were purchased by the Parks and Community Services (PCS) Department with previous grant funding. A new play feature, seating, and trash receptacles were purchased with a Recycled Beverage Container grant and the fall surface has been acquired using resources from the Tire Derived Product Grant. Staff anticipates gathering community feedback in the coming weeks and estimates that construction for Phase 1 will commence in the spring of 2016.

### ***Inclusive Play Feature***

At the April 1, 2015 City Council Meeting, staff described the challenges for the second HRPP project. The proposed use for the second portion of HRPP funding was the addition of a small park, wildlife observation deck and walking path near the ponding basin located at Sherwood Avenue and D Street. The success of this project was contingent upon the acquisition of the land (0.8 acre) adjacent to the basin. Discussions with the property owner revealed that he was not willing to sell his parcel for an amount even remotely close to market value. Acquiring the property by Eminent Domain would not have been possible within the narrow time constraints from the funding source. Therefore, staff sought direction from Council on the reallocation of the remaining HRPP resources.

Council considered options and directed staff to pair remaining HRPP funding with the recently acquired Fansler Foundation Grant (\$67,669) to build an inclusive play feature. The grant from

the Fansler Foundation, while generous, fell significantly short of the actual costs to design, engineer, and construct a new state-of-the-art inclusive play feature. Pairing HRPP resources with the Fansler Grant (and other potential resources) allows staff to complete two significant park improvement projects without using considerable DIF revenues. All funding agencies have been made aware of the shifts from the original plans and staff has received written approval from each to continue both projects with their newly defined scope.

An inclusive play feature (also referred to as a universally accessible play feature) is playground equipment designed to be accessible to ALL children regardless of ability or mobility constraints. After interviewing the team at O'Dell Engineering, City staff learned that their design team possesses an impressive breadth of experience in the area of inclusive play design. As such, Council amended the Agreement with O'Dell at the August 19, 2015 meeting to include design work for the inclusive play feature.

PCS staff and Architects from O'Dell have completed a conceptual design for the new amenity. The conceptual design and 18 potential design elements were presented to the community at three separate gatherings to garner feedback. The first gathering was a community input meeting held at the John W. Wells Youth Center where staff, consultants, neighbors, youth groups and parents exchanged ideas and prioritized amenities. The second opportunity for public feedback was before and after the PSC hosted Special Needs Soccer Jamboree. Parents and participants were given the opportunity to make comments and prioritize amenities. Lastly, the City of Madera ADA Advisory Board heard a presentation about the project and was also given the opportunity to provide feedback and priority rank proposed amenities. The next steps for this project are to complete design work, solicit contractors, begin site work and complete installation. Staff anticipates that construction will commence in the spring of 2016.

**FINANCIAL IMPACT:**

No General Fund resources will be used for the construction of either project. City staff from PCS will maintain both facilities post construction as they do the presently unimproved properties. Staff anticipates a slight increase in annual maintenance costs and will need to account for insurance, replacement and maintenance of both play features and park furniture. Funding sources, including two pending sources, are indicated below. If pending sources do not materialize, the project will be scaled to fit available resources.

HRPP (awarded in 2014)	\$731,250
HRPP (awarded in 2015)	\$95,275
Fansler Foundation	\$67,669
Recycled Beverage Container Grant	\$30,000
Tire Derived Product (2014 award)	\$51,940
Tire Derived Product (2015 award)	\$150,000 (Pending Approval)
National Association of Realtors	<u>\$2,500 (Pending Approval)</u>
	\$976,134 Acquired
	<u>\$152,500 Potential</u>
	\$1,128,634

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN:**

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

**Strategy 113** Promote greater accessibility to City facilities and services to meet the needs of various cultural, socio-economic and disabled groups.

**Action 314.2** Continue and expand facilities for youth-at-risk.

**Strategy 411** Recreational Opportunities: Enhance and expand recreational activities available to Maderans.

**Strategy 414** Neighborhood Parks: Ensure recreational availability by providing a park in close proximity to every neighborhood.

**Strategy 404** Community Wellness: Promote increased community wellness.

## REPORT TO CITY COUNCIL

MEETING DATE: November 4, 2015

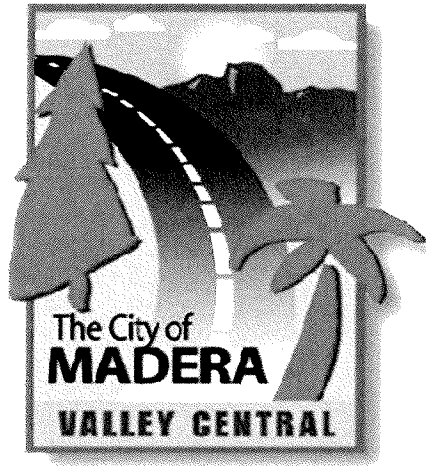
AGENDA ITEM NUMBER: E-2

Approved By:

  
PUBLIC WORKS DIRECTOR

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CITY ADMINISTRATOR



**SUBJECT:**

Weekly Water Conservation Reports

**RECOMMENDATION:**

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

**SUMMARY/ DISCUSSION:**

The attached weekly reports for October 12<sup>th</sup> – October 25<sup>th</sup> are being presented to the Council in order to keep everyone informed of ongoing efforts and resulting reductions in residential consumption. The report for the following week will be distributed via email. The information is intended to illustrate:

- Week's reduction of water consumption in comparison to the same week in 2013
- Cumulative progress, starting from June 1<sup>st</sup>, in meeting the States 28% reduction mandate
- Comparison of current temperatures and precipitation to conditions in 2013
- Description of public informational activities
- Summary of public service requests related to water
- Summary of water restriction enforcement activities
- Chart of day by day comparisons of 2015, and target consumption data

Winter Watering Schedule Change As briefly discussed at the Council's last meeting, Staff is preparing a report on the potential and issues of moving to a reduced winter outdoor watering schedule. The report will be presented at the next meeting on the 18<sup>th</sup>.

**FINANCIAL IMPACT:**

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

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN:**

The proposed action is not specifically addressed as part of the Plan, but is not in conflict with it and is sympathetic of the underlying principals of the 2025 Plan.

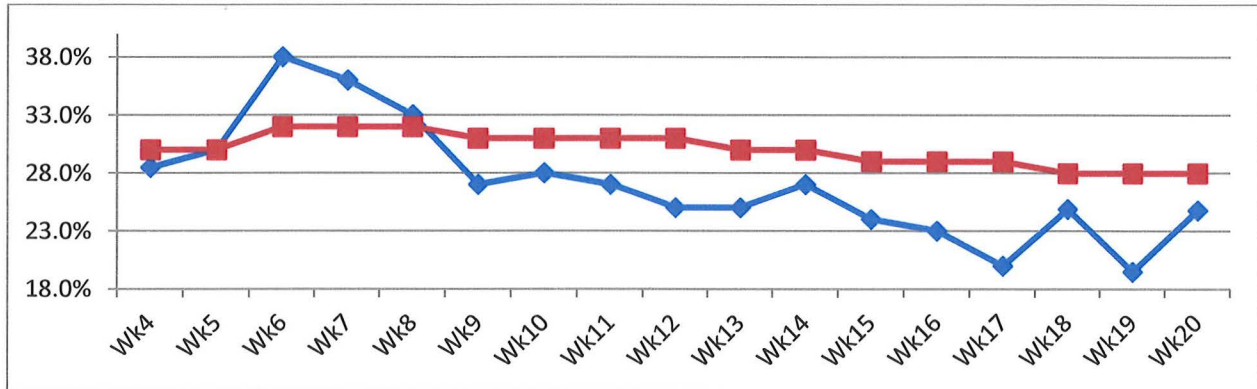
# City of Madera



Weekly Water Conservation Report #20 October 12 – October 18, 2015

Week's Conservation Avg. <b>24.76%</b>	Today's High <b>74°</b> 10 day forecast Avg. High <b>71°</b>
October Conservation Avg. <b>24.8%</b>	Week's Avg. High <b>80°</b> from 2013 Avg. High

**General Water Conservation News:** This past week's water conservation was down by 3% from the previous week, and 8% below the 28% water conservation goal. On a cumulative basis we have still averaged 28% overall since June when the State's 28% mandate began.



## Public Service Requests:

Approximately 31 calls were received this week reporting water wasting (not leak calls)

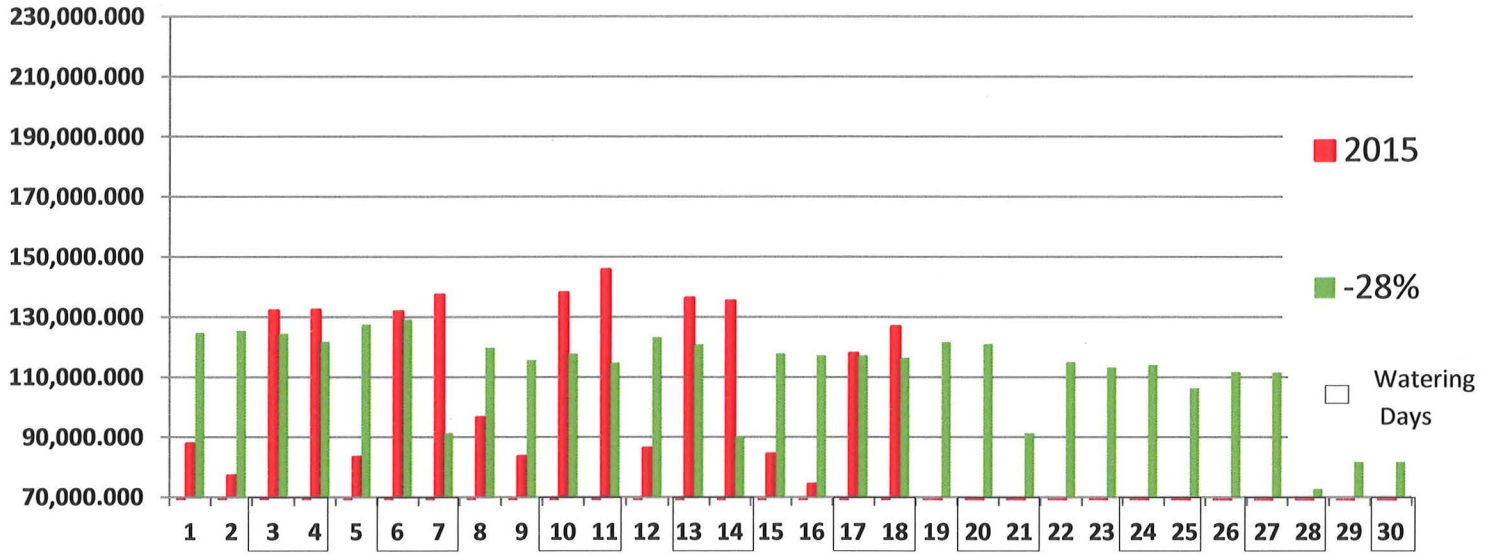
- 2 Calls were received regarding water and City facilities
- 6 Leaks were reported:
  - 3 repaired in less than 3 business days of being reported (No underground excavation)
  - 3 repaired within 3 business days of being reported
  - 0 repaired within 4 business days of being reported
  - 0 repaired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

An estimated 22 calls were received this week requesting information regarding water issues. There were 13 customer inquiries regarding consumption which resulted in leak discovery at 11 properties, and suggested irrigation timer adjustment at 2 properties. Internal evaluations resulted in repairs of meters at 7 properties. We received 2 applications for Turf Replacement and 1 application for Drip Irrigation rebate.

## Water Conservation team activities:

- 250 Contacts with the Public to educate and provide advice (Swap Meet twice, 2 other events)
- 0 Verbal warnings issued
- 59 Citations issued:
  - 58 1<sup>st</sup> offenses (\$75)
  - 1 2<sup>nd</sup> offenses (\$250)
  - 0 3<sup>rd</sup> or more offense (\$500)

### Current Water Production in October Compared to 28% Goal



*\*Adjusted to align days of week*

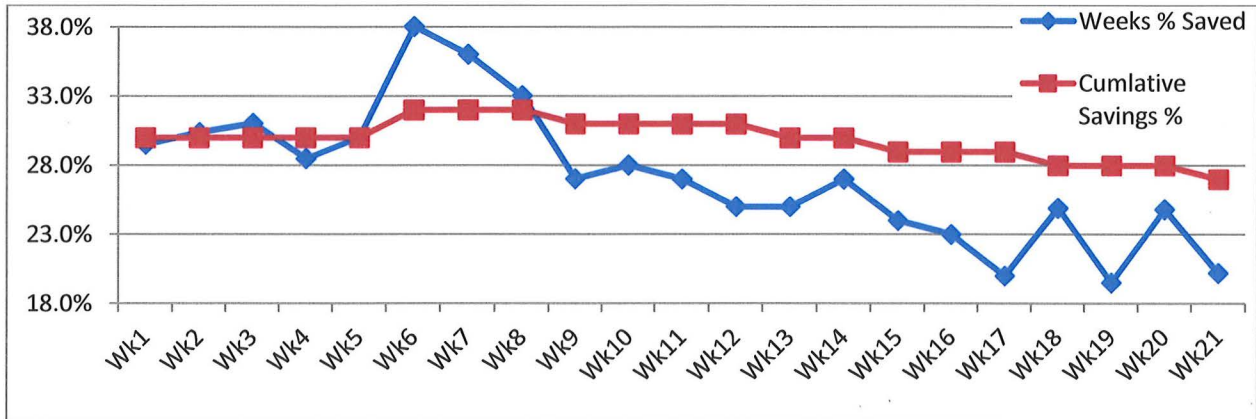
# City of Madera

Weekly Water Conservation Report #21 October 19 – October 25, 2015



Week's Conservation Avg. <b>20.23%</b>	Today's High <b>79°</b> 10 day forecast Avg. High <b>73°</b>
October Conservation Avg. <b>21.5%</b>	Week's Avg. High <b>81°</b> from 2013 Avg. High

**General Water Conservation News:** This past week's water conservation was down by 5% from the previous week, and 8% below the 28% water conservation goal. On a cumulative basis we have averaged 27.9% overall since June when the State's 28% mandate began.



## Public Service Requests:

Approximately 35 calls were received this week reporting water wasting (not leak calls)

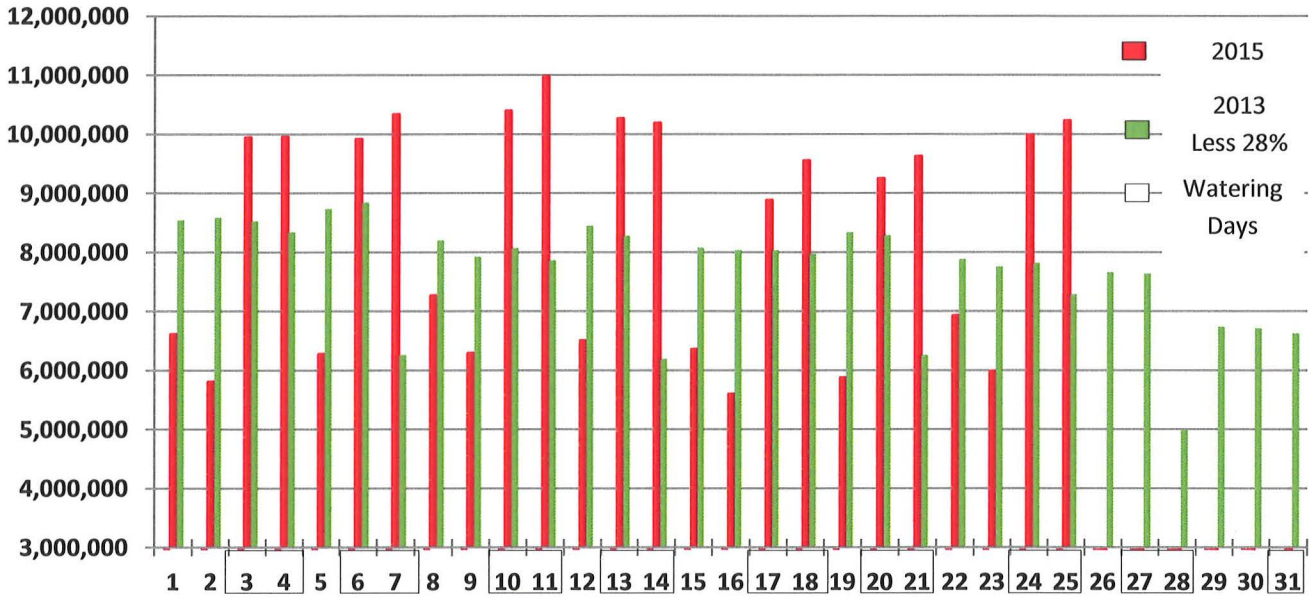
- 4 Calls were received regarding water and City facilities
- 7 Leaks were reported:
  - 4 repaired in less than 3 business days of being reported (No underground excavation)
  - 3 repaired within 3 business days of being reported
  - 0 repaired within 4 business days of being reported
  - 0 repaired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

An estimated 65 calls were received this week requesting information regarding water issues. There were 4 customer inquiries regarding consumption which resulted in leak discovery at 4 properties. Internal evaluations resulted in repairs of meters at 11 properties. We received 1 application for Turf Replacement for a total of 23 applications to date.

## Water Conservation team activities:

- 91 Contacts with the Public to educate and provide advice (2 school events, Soroptimist Club)
- 0 Verbal warnings issued
- 72 Citations issued:
  - 71 1<sup>st</sup> offenses (\$75)
  - 1 2<sup>nd</sup> offenses (\$250)
  - 0 3<sup>rd</sup> or more offense (\$500)

**Current Water Production in October Compared to 28% Goal**  
Shown in Gallons



*\*Adjusted to align days of week*