

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

NOTICE AND AGENDA

**Wednesday, January 20, 2016
6:00 p.m.**

**Council Chambers
City Hall**

CALL TO ORDER

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

INVOCATION: Pastor Roger Leach, Valley West Christian Center

PLEDGE OF ALLEGIANCE:

PUBLIC COMMENT:

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

PRESENTATIONS

1. Presentation to Former Council Member Sally J. Bompreszi
2. Proclamation Recognizing Intercultural Week January 25 – January 29, 2016

A. WORKSHOP

There are no items for this section.

B. CONSENT CALENDAR

- B-1 Minutes – There are no minutes for consideration.
- B-2 Information Only – Warrant Disbursement Report
- B-3 Weekly Water Conservation Reports (Report by Dave Randall)
- B-4 Consideration of a Resolution Approving an Agreement with Aramark Uniform Services, and Authorizing the Mayor to Sign the Agreement on Behalf of the City (Report by Becky McCurdy)
- B-5 Informational Report on Emergency Repairs to Well No. 18, No. 23 & No. 30 (Report by Dave Randall)
- B-6 Consideration of a Resolution Authorizing Submittal of an Application to the California Department of Resources Recycling and Recovery for Payment Programs and Authorizing the City Administrator to Execute All Grant Documents (Report by Dave Randall)
- B-7 Consideration of a Resolution Authorizing the Acceptance of a Grant Award from the Housing Related Parks Program and Authorization for the City Administrator to Execute the State of California Standard Agreement and Any and All Documents Necessary to Participate in the Grant Program (Report by Sonia Hall)
- B-8 Consideration of a Resolution Approving Request for Outside of City Water Service for Property Located at 26533 Adell Street (Report by Keith Helmuth)
- B-9 Consideration of a Resolution Approving the Submission of an Application to the State Department of Parks and Recreation for the Land and Water Conservation Fund Grant (Report by Sonia Hall)

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

- C-1 Second Reading and Consideration of Adoption of an Ordinance of the City Council of the City of Madera, California Amending Title IV: Chapter 15: Medical Marijuana, of the Madera Municipal Code to Provide for Compliance with the Medical Marijuana Regulation and Safety Act (Report by Chris Boyle)
- C-2 Consideration of a Resolution Initiating an Application to the Madera Local Agency Formation Commission to Reorganize Boundaries and Annex the Community of Parksdale into the City Limits (Report by David Merchen)

D. WRITTEN COMMUNICATIONS

- D-1 Presentation by the United Way Fresno and Madera Counties on Programs Offered (Bob Reyes, Interim President/CEO)

E. ADMINISTRATIVE REPORTS

- E-1 Discussion and Request for Direction on Council District 1 Vacancy (Report by Brent Richardson)

F. COUNCIL REPORTS

- F-1 Mayor's Appointment of Council Representatives to Fill Vacancies on Other Agency Boards (Report by Sonia Alvarez)

G. CLOSED SESSION

G-1 Closed Session Announcement – City Attorney

G-2 Conference with Legal Counsel – Existing Litigation. Subdivision (d)(1) of Government Code §54956.9

One case: Lavon Coles v. City of Madera
MCV 070152

G-3 Closed Session Report – City Attorney

ADJOURNMENT – Next regular meeting February 3, 2016

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

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

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

I, Sonia Alvarez, City Clerk for the City of Madera, declare under penalty of perjury that I posted the above agenda for the regular meeting of the Madera City Council for January 20, 2016, near the front entrances of City Hall at 3:00 p.m. on January 15, 2016.



Sonia Alvarez, City Clerk

Office of the Mayor

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City of Madera
State of California
January 2016

Proclamation

Intercultural Week

January 25, 2016 through January 29, 2016

WHEREAS, the Madera Coalition for Community Justice is hosting the 20th Annual Interfaith Intercultural Festival on January 28, 2016 at Hatfield Hall in Madera.

WHEREAS, the focus of the event is to celebrate the diverse community we live in as showcased by local faith and cultural groups in an educational, interactive and fun way.

WHEREAS, the community is invited to join in the celebration which will include cultural arts and handicraft, traditional dress, food, and various unique displays.

NOW, THEREFORE, BE IT RESOLVED, that I, Mayor Robert L. Poythress, on behalf of the Madera City Council, do hereby proclaim January 25th – 29th, 2016 as Intercultural Week in the City of Madera, and encourage citizens to join in celebrating the diverse community we live in; and further offer best wishes to the Madera Coalition for Community Justice for a successful event.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Madera to be affixed this 20th day of January 2016.



Mayor

Council Meeting 1/20/16

Agenda Item B-1

**There are no minutes for
consideration.**

City of Madera

Council Meeting Of	January 20th, 2016
Agenda Item No.	B-2

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

From: Office of the Director of Finance

Subject: Listing of Warrants Issued

Date: 01/20/16

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

December 22nd, 2015 to January 11th, 2016

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

General Warrant:	202426-202603	\$ 1,566,017.62
Wire Transfer	Union Bank Payroll and Taxes	\$ 553,582.80
Wire Transfer	SDI	\$ 1,544.86
Wire Transfer	Cal Pers	\$ 219,690.07

Respectfully submitted,



Tim Przybyla
Financial Services Director

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

CHECK	PAY DATE	ISSUED TO	DESCRIPTION	AMOUNT
202426	12/24/2015	YOSEMITE CHRISTIAN CENTER	PARK DEPOSIT REFUND	50.00
202427	12/24/2015	ALVAREZ, ADELA MYRA	PARKS DEPOSIT REFUND	50.00
202428	12/24/2015	MADERA SOCCER LEAGUE	FIELD SECURITY REFUND	50.00
202429	12/24/2015	ABSHIRE ENTERPRISES	ABATEMENT OF VACANT BUILDING VIOLATIONS	1,025.00
202430	12/24/2015	AT&T	11/15 CALNET 3 SVS 9391026397	1,102.43
202431	12/24/2015	AT&T	11/15 CALNET 3 SVS 9391026413	1,435.27
202432	12/24/2015	AT&T	11/15 CALNET 3 SVS 9391031579	1,918.76
202433	12/24/2015	ALL VALLEY ADMINISTRATORS	ADMIN FEES FOR DECEMBER 2015	114.00
202434	12/24/2015	ALL VALLEY ADMINISTRATORS	MEDICAL & CHILD CARE EXP 12/18/2015 PR	688.30
202435	12/24/2015	ARAMARK UNIFORM SERVICES	11/15 UNIFORM SERVICES	2,909.06
202436	12/24/2015	ARNOLD, JOSIAH	TRAVEL	704.00
202437	12/24/2015	BSK ASSOCIATES	WATER SAMPLES	39.00
202438	12/24/2015	BSN SPORTS	SPORTS EQUIPMENT	66.71
202439	12/24/2015	CEN-CAL MACHINERY CO.,INC	WACKER TRASH PUMP	1,414.80
202440	12/24/2015	CANON FINANCIAL SERVICES	CONTRACT COPIERS	3,085.41
202441	12/24/2015	CSJVRMA	WC/LIABILITY	404,827.00
202442	12/24/2015	COLONIAL LIFE & ACCIDENT INSURANCE CO	E700482-3 FOR 12/18/15 PAYROLL	1,042.48
202443	12/24/2015	COMCAST	CITY INTERNET CONNECTION 12/15-01/14/16	1,520.00
202444	12/24/2015	GEIL ENTERPRISES, INC.	DEC 2015 JANITORIAL SVS	8,479.23
202445	12/24/2015	HARBISON INTERNATIONAL INC.	SURVEYING SVS ST 14-05 PROG PMT #11	3,285.00
202446	12/24/2015	KOFF & ASSOCIATES, INC.	COMPENSATION STUDY	432.00
202447	12/24/2015	M A C E A	DECEMBER 2015 MONTHLY DUES	26.00
202448	12/24/2015	M.C.E.A.	DECEMBER 2015 MONTHLY DUES	420.00
202449	12/24/2015	MADERA CLEANERS & LAUNDRY	YOUTH CENTER FLOOR MAT SVS	32.30
202450	12/24/2015	MADERA CO. ENVIRONMENTAL HEALTH DEPT	PERMIT FEES	396.00
202451	12/24/2015	M P O A	DECEMBER 2015 MONTHLY DUES	7,377.44
202452	12/24/2015	MADERA TRIBUNE	HELP WANTED AD	71.03
202453	12/24/2015	MEDELLIN, ANDREW	PARK DEPOSIT REFUND	50.00
202454	12/24/2015	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL SVS NOVEMBER 2015	581,639.17
202455	12/24/2015	N.P.C.-ORCHARD TRUST COMPANY	PLAN #340227-01 FOR 12/04/15 PAYROLL	5,606.55
202456	12/24/2015	N.P.C.-ORCHARD TRUST COMPANY	PLAN#340227-02 FOR 12/18/15 PAYROLL	2,782.28
202457	12/24/2015	O'DELL ENGINEERING, INC.	KNOX PARK DESIGN SERVICES	960.00
202458	12/24/2015	OPERATING ENGINEERS, LOCAL #3	DECEMBER 2015 MONTHLY DUES	4,862.00
202459	12/24/2015	PACIFIC GAS & ELECTRIC	11/15 SVS 9920095153-3	20,935.04
202460	12/24/2015	DAVIS, KEITH	FIELD SECURITY REFUND	50.00
202461	12/24/2015	CANTU, VALERIE	FACILITY DEPOSIT REFUND	50.00
202462	12/24/2015	DUARTE, YESENIA	PARK DEPOSIT REFUND	50.00
202463	12/24/2015	HERNANDEZ, JAIME	PARK DEPOSIT REFUND	50.00
202464	12/24/2015	EDWARDS, DENNIS	FIELD SECURITY REFUND	50.00
202465	12/24/2015	MONTEZ, JOSE	FACILITY DEPOSIT REFUND	50.00
202466	12/24/2015	CALIFORNIA DESTROYERS SOFTBALL	FIELD SECURITY REFUND	50.00
202467	12/24/2015	CHAPMAN, CARRIE	PARK DEPOSIT REFUND	50.00
202468	12/24/2015	MUNOZ, ANGELINA	PARK DEPOSIT REFUND	50.00
202469	12/24/2015	IGLESIA GETSEMANI C/O MENDOZA VALENTIN	PARK DEPOSIT REFUND	50.00
202470	12/24/2015	L.E. CLANCY & SONS	CANCELLED PERMIT REFUND	26.50
202471	12/24/2015	M&M SHEET METAL & RAIN GUTTER	REFUND OF OVERPAYMENT	40.00
202472	12/24/2015	J.H. SIMPSON INC.	LICENSE REFUND	51.00
202473	12/24/2015	RODRIGUEZ, ELOISE AND ARIELLE	TURF REPLACEMENT REBATE	690.00
202474	12/24/2015	WILLIAMS, LISA	TURF REPLACEMENT REBATE	207.00
202475	12/24/2015	CHAMPION YOUTH OUTREACH	FACILITY DEPOSIT REFUND	100.00
202476	12/24/2015	PETTY CASH - CITY CLERK	PETTY CASH REIMBURSEMENT	30.14
202477	12/24/2015	PITNEY BOWES GLOBAL FINANCIAL SERVICES	INK CARTRIDGES FOR POSTAGE MACHINE	579.70
202478	12/24/2015	POLYDYNE INC.	SLUDGE DEWATERING	5,365.44
202479	12/24/2015	PRAXAIR DISTRIBUTION, INC.	CYLINDER DEMURRAGE	502.51
202480	12/24/2015	PRESORT CENTER, THE	12/15 AR STATEMENTS	95.38
202481	12/24/2015	REGENCE BLUECROSS BLUESHIELD OF UTAH	CITY PD RETIREE MED BILL 01/16 CHUMLEY	152.00
202482	12/24/2015	RIDX PEST CONTROL	INSPECTION	75.00
202483	12/24/2015	ROCKWELL ENG. & EQ. CO.,INC.	EQUIPMENT MAINTENANCE	2,001.47
202484	12/24/2015	SHEKLANIAN, SHANT	TRAVEL	704.00
202485	12/24/2015	SITE ONE LANDSCAPE SUPPLY LLC	HERBICIDE AND FILTERS	878.50

202486	12/24/2015	STATE WATER RESOURCES CONTROL BOARD	DISTRIBUTION CERT RENEWAL D2- LARA	60.00
202487	12/24/2015	STATE WATER RESOURCES CONTROL BOARD	WATER TREATMNT CERT RENEWAL T2 BOTWRIGHT	60.00
202488	12/24/2015	Superior Vision Inc	JANUARY 2016 VISION PLAN	2,458.50
202489	12/24/2015	TESEI PETROLEUM INC.	VEHICLE FUEL	906.66
202490	12/24/2015	THRIVE FITNESS	DECEMBER 2015 MONTHLY DUES	81.00
202491	12/24/2015	VANTAGEPOINT TRANSFER AGENTS-457	PLAN #302351 CONTRIBS FOR 12/18/15 PR	18,531.90
202492	12/24/2015	VERIZON WIRELESS	PW AIRCARDS NOV 11- DEC 10	3,550.32
202493	1/7/2016	BARNES & THORNBURG	STORMWATER MONITORING GROUP FY 15/16	4,950.00
202494	1/7/2016	USC FCCCHR	WATER PURVEYOR MEMBERSHIP	820.00
202495	1/7/2016	AMERICAN BUSINESS MACHINES	STAPLE CARTRIDGES FOR COPIER	127.44
202496	1/7/2016	BLUE SHIELD OF CALIFORNIA	CITY PAID BLUE SHIELD JANUARY 2016	249,962.63
202497	1/7/2016	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE	1,361.50
202498	1/7/2016	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE	444.00
202499	1/7/2016	CALIFORNIA DEPARTMENT OF TRANSPORTATION	TRAFFIC SIGNAL REPAIR SHARED MAINTENANCE	1,043.40
202500	1/7/2016	ROLFE CONSTRUCTION	REFUND ON TERMED ACCOUNT	1,700.00
202501	1/7/2016	CALIFORNIA SURVEYING AND DRAFTING SUPPLY	WIDE FORMAT PAPER	63.32
202502	1/7/2016	CWEA	CERT RNWAL-COLL SYST MAINT GRD 1-GLASER	81.00
202503	1/7/2016	CHIARAMONTE, GIACHINO	PER DIEM 2016 SHOT SHOW	320.00
202504	1/7/2016	COLONIAL LIFE & ACCIDENT INSURANCE CO	E700482-3 FOR 12/31/2015 PAYROLL	1,042.48
202505	1/7/2016	CONCENTRA MEDICAL CENTERS	DOT TESTING	616.50
202506	1/7/2016	DIAMOND COMMUNICATIONS	QUARTERLY ALARM SERVICE	370.00
202507	1/7/2016	ADMINISTRATIVE SOLUTIONS INC.	MONTHLY ADMINISTRATIVE FEE NOVEMBER 2015	3,060.00
202508	1/7/2016	DE ORIAN KATHY	Utility Billing Deposit Refund	41.73
202509	1/7/2016	LEON EMILIANO	Utility Billing Deposit Refund	7.25
202510	1/7/2016	COSTA II JOHN H	Utility Billing Deposit Refund	126.80
202511	1/7/2016	DIAZ MIGUEL AND MARIA	Utility Billing Deposit Refund	51.82
202512	1/7/2016	FULLER LUTHER	Utility Billing Deposit Refund	103.02
202513	1/7/2016	GASTELUM ADAM	Utility Billing Credit Refund	131.20
202514	1/7/2016	SUAREZ VICTOR M	Utility Billing Credit Refund	183.12
202515	1/7/2016	LITLE DOROTHY	Utility Billing Credit Refund	86.92
202516	1/7/2016	LAIRD ELIZABETH AND RICHARD	Utility Billing Deposit Refund	46.41
202517	1/7/2016	PISTORESI MIKE LOS ARCOS	Utility Billing Deposit Refund	58.20
202518	1/7/2016	ROGERS ALAN	Utility Billing Deposit Refund	13.23
202519	1/7/2016	NORIEGA MENDOZA MARIA D	Utility Billing Deposit Refund	72.60
202520	1/7/2016	WEBSTER WHITNEY	Utility Billing Credit Refund	197.53
202521	1/7/2016	HERNANDEZ ARTHUR	Utility Billing Credit Refund	212.07
202522	1/7/2016	U LOCK IT UP III LLC	Utility Billing Credit Refund	137.12
202523	1/7/2016	LOQUACI JOAN AND POMERING KC	Utility Billing Deposit Refund	51.54
202524	1/7/2016	CAMACHO JESUS G	Utility Billing Credit Refund	268.05
202525	1/7/2016	U LOCK IT UP III LLC	Utility Billing Credit Refund	190.14
202526	1/7/2016	VASQUEZ MARCELO	Utility Billing Credit Refund	147.88
202527	1/7/2016	GOSS VERA A	Utility Billing Credit Refund	121.45
202528	1/7/2016	US FOOD CORP	Utility Billing Credit Refund	1,302.82
202529	1/7/2016	MONARN CANTU DOMINGO OR CITY OF MADERA	Utility Billing Credit Refund	217.50
202530	1/7/2016	GRAYS MICHAEL	Utility Billing Credit Refund	226.05
202531	1/7/2016	GOMEZ NATALIA	Utility Billing Credit Refund	346.98
202532	1/7/2016	WEBER JENNIFER AND ADAM	Utility Billing Credit Refund	221.75
202533	1/7/2016	HOEVERTZS JOHANNES J	Utility Billing Credit Refund	148.92
202534	1/7/2016	BROOKS LALETRICE VIRLENE	Utility Billing Credit Refund	134.06
202535	1/7/2016	BELMONTES ANTONIO	Utility Billing Credit Refund	96.99
202536	1/7/2016	WELLS FARGO HOME MORTGAGE	Utility Billing Deposit Refund	44.76
202537	1/7/2016	LUNA ALVARO	Utility Billing Credit Refund	143.18
202538	1/7/2016	ESTRADA LUKIE	Utility Billing Credit Refund	119.62
202539	1/7/2016	HERNANDEZ MARIA	Utility Billing Credit Refund	35.34
202540	1/7/2016	ALVARADO ARIEL AND FLOR LUGO DE	Utility Billing Deposit Refund	7.48
202541	1/7/2016	VARGAS MARIA	Utility Billing Credit Refund	115.35
202542	1/7/2016	VAZQUEZ MARIA	Utility Billing Deposit Refund	7.70
202543	1/7/2016	MEDRANO VELEZ MONICA OR CITY OF MADERA	Utility Billing Credit Refund	150.77
202544	1/7/2016	ANZALDO JESUS	Utility Billing Credit Refund	94.37
202545	1/7/2016	AVILA EVANGELINA	Utility Billing Credit Refund	65.28
202546	1/7/2016	RAMIREZ JOSE TENORIO	Utility Billing Credit Refund	140.98
202547	1/7/2016	GILBANE BUILDING COMPANY	Utility Billing Credit Refund	219.38
202548	1/7/2016	BILL PHEIF AND ASSOCIATES	Utility Billing Deposit Refund	32.67
202549	1/7/2016	JUAN LEONARDO ESTRADA AND PABLO MAURICIO	Utility Billing Credit Refund	155.99
202550	1/7/2016	MONJARAS LUCAS OR CITY OF MADERA SANTIAGO ELVIRA	Utility Billing Credit Refund	150.57

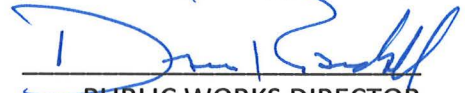
202551	1/7/2016 WARNOCK SANDRA	Utility Billing Credit Refund	27.55
202552	1/7/2016 GARZA EDDIE	Utility Billing Credit Refund	163.19
202553	1/7/2016 GILBANE BUILDING COMPANY	Utility Billing Credit Refund	173.66
202554	1/7/2016 NAJERO DOMINGO OR CITY OF MADERA	Utility Billing Credit Refund	150.45
202555	1/7/2016 CAMACHO ROSA OR CITY OF MADERA AND VALENCIA MIGUEL	Utility Billing Credit Refund	150.45
202556	1/7/2016 CLIFTON COREY OR CITY OF MADERA	Utility Billing Credit Refund	215.50
202557	1/7/2016 PAYAN ADRIANA	Utility Billing Deposit Refund	150.00
202558	1/7/2016 KLAIR JASPAL SINGH	Utility Billing Credit Refund	159.29
202559	1/7/2016 NIXON MINTA C/O FOX PROPERTY MANAGEMENT	Utility Billing Credit Refund	346.26
202560	1/7/2016 NARANJO RODOLFO	Utility Billing Credit Refund	150.12
202561	1/7/2016 M. C. REAL STATE CORP CHAVEZ MANUEL	Utility Billing Credit Refund	218.26
202562	1/7/2016 BRAR HOLDINGS INC	Utility Billing Deposit Refund	39.06
202563	1/7/2016 BRAR HOLDINGS INC	Utility Billing Deposit Refund	59.71
202564	1/7/2016 HUD C/O SENTINEL FIELD SERVICE	Utility Billing Credit Refund	257.96
202565	1/7/2016 PISTORESI INVESTMENTS	Utility Billing Deposit Refund	21.13
202566	1/7/2016 JAKUSZ PROPERTY MAINTENANCE	DECEMBER 2015 MONTHLY MAINTENANCE	12,284.00
202567	1/7/2016 FIRE SAFETY SOLUTIONS, LLC	FIRE PROTECTION ENG SVS 12/16- 12/31/15	8,418.75
202568	1/7/2016 FOLSOM LAKE FORD	2016 FORD	97,930.41
202569	1/7/2016 FRAZIER, STEVE	PER DIEM 2016 SHOT SHOW	320.00
202570	1/7/2016 FRESNO NETWORKS, LLC	CONSULTING/TECH SERVICES	1,050.00
202571	1/7/2016 HALL, SONIA	GRANT ADMINISTRATOR SVS 12/1- 12/31/15	5,500.00
202572	1/7/2016 HERTZ EQUIPMENT RENTAL	WATER TRUCK RENTAL	1,583.28
202573	1/7/2016 HOWELL COMMUNICATIONS INC	REPAIR ANTENNAS ON WATER TOWER	900.00
202574	1/7/2016 INDUSTRIAL ELECTRICAL CO.	GENERATOR SERVICE	657.81
202575	1/7/2016 KLEINFELDER, INC.	ST 14-09 PROGRESS PMT #1	2,063.50
202576	1/7/2016 LEXISNEXIS	DECEMBER CHARGES	274.00
202577	1/7/2016 LINCOLN FINANCIAL	LIFE & LTD INSURANCE DECEMBER 2015	8,754.74
202578	1/7/2016 CITY OF MADERA	DRIP IRRIGATION REBATE	30.00
202579	1/7/2016 CITY OF MADERA	DISHWASHER REBATE	35.00
202580	1/7/2016 CITY OF MADERA	TOILET REBATE	50.00
202581	1/7/2016 MADERA COUNTY TREASURER	OCTOBER 2015 PARKING PENALTIES	117.00
202582	1/7/2016 MADERA CO. ENVIRONMENTAL HEALTH DEPT	HAZARDOUS WASTE PERMIT FEES	992.40
202583	1/7/2016 MOORE-TWINING ASSOCIATES, INC.	PK-12 PROGRESS PMT #4	527.60
202584	1/7/2016 WILLDAN FINANCIAL SERVICES	ANNUAL DISTRICT ADMIN SVS JANUARY 2016	807.42
202585	1/7/2016 N.P.C.-ORCHARD TRUST COMPANY	PLAN #340227-01 FOR 12/31/2015 PAYROLL	5,607.73
202586	1/7/2016 N.P.C.-ORCHARD TRUST COMPANY	PLAN #340227-02 FOR 12/31/2015 PAYROLL	2,385.02
202587	1/7/2016 PAY PLUS SOLUTIONS, INC.	CALPERS MONTHLY SUBSCRIPTION JAN 2016	247.00
202588	1/7/2016 STORY, HOWARD	REFUND ON TERMED ACCOUNT	120.00
202589	1/7/2016 ROSENBALM ROCKERY	REFUND ON TERMED ACCOUNT	1,321.90
202590	1/7/2016 DOMINGUEZ, LUCIA	PARK CANCELLATION REFUND	165.00
202591	1/7/2016 RODRIGUEZ, GUADALUPE	FACILITY DEPOSIT REFUND	100.00
202592	1/7/2016 BOBADILLA, TED	DEPOSIT REFUND ON TERMED ACCOUNT	200.00
202593	1/7/2016 PHOENIX GROUP INFO SYS	CITATIONS OCTOBER 2015	208.55
202594	1/7/2016 PITNEY BOWES, INC.	POSTAGE METER RENTAL FEE	167.79
202595	1/7/2016 Principal Life Insurance Company	JANUARY 2016 DENTAL BILL	16,483.93
202596	1/7/2016 PROVOST & PRITCHARD CONSULTING GROUP	PERMIT COMPLIANCE	566.34
202597	1/7/2016 RNL DESIGN	PLANNING/ENG SVS FOR TRANSIT/PW FACILITY	4,887.80
202598	1/7/2016 REGENCE BLUECROSS BLUESHIELD OF UTAH	CITY PD RETIREE PRES BILL 01/16 CHUMLEY	124.60
202599	1/7/2016 STATE BAR OF CALIFORNIA	CITY ATTORNEY BAR DUES	380.00
202600	1/7/2016 TESEI PETROLEUM INC.	FORKLIFT FUEL	12.16
202601	1/7/2016 TOOLEY, DAVID	PER DIEM 2016 SHOT SHOW	320.00
202602	1/7/2016 TRI-SIGNAL INTEGRATION, INC.	ANNUAL FIRE EXTINGUISHER INSPECTIONS	340.26
202603	1/7/2016 VANTAGEPOINT TRANSFER AGENTS-457	PLAN #302351 CONTRIBS FOR 12/31/15 PR	18,368.90
Bank # 1 - Union Bank General Account Total			1,566,017.62

REPORT TO CITY COUNCIL

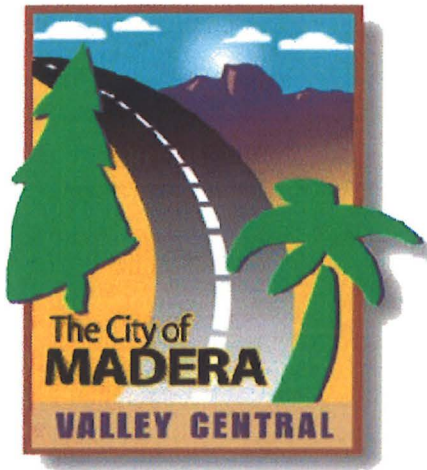
MEETING DATE: January 20, 2016

AGENDA ITEM NUMBER: B-3

Approved By:


PUBLIC WORKS DIRECTOR

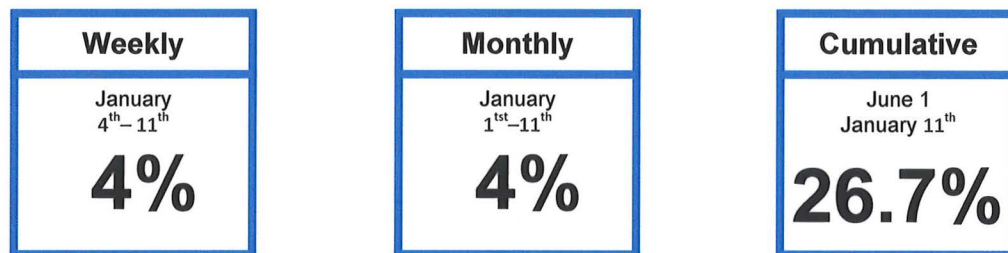

CITY ADMINISTRATOR



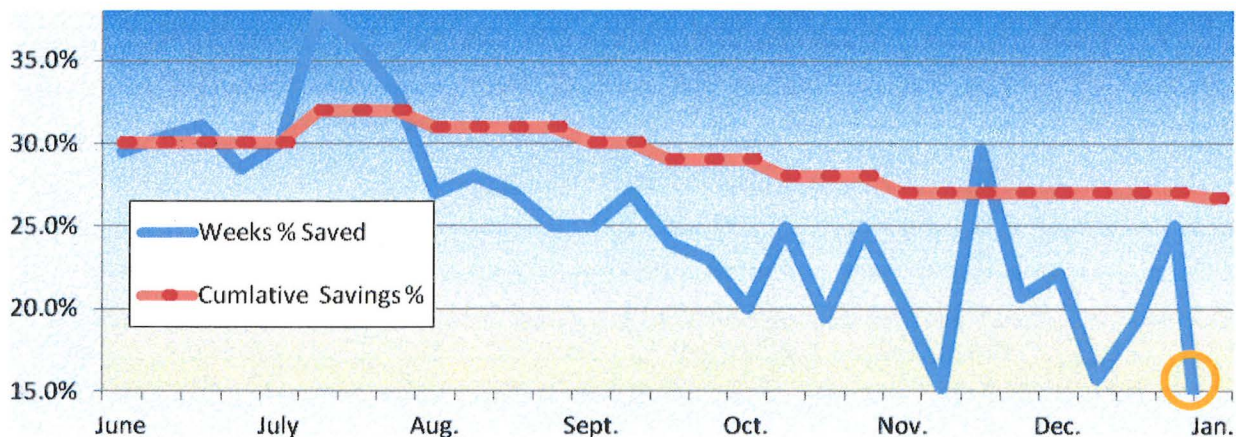
SUBJECT: Weekly Water Conservation Report – January 4th - January 11th

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

SUMMARY/ DISCUSSION: Below is the most current water conservation data.



Below is weekly and cumulative water conservation including the latest data.



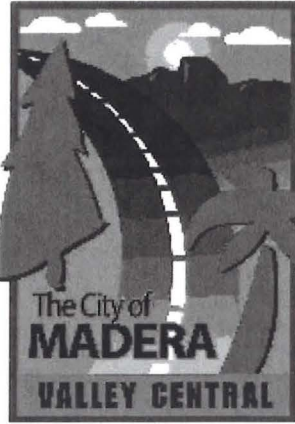
Enforcement	
105 Public Contacts	1 1st offenses (\$75)
0 Verbal warning	0 2nd offenses (\$250)
17 Correction Notices	0 3rd or more offense (\$500)

FINANCIAL IMPACT:

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

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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



REPORT TO CITY COUNCIL

MEETING DATE: January 20, 2016

AGENDA ITEM NO.: B - 4


REPORT BY: Becky McCurdy
Procurement Services Manager

Approved:


Tim Przybyla, Director of Finance


David R. Tooley, City Administrator

Subject: CONSIDERATION OF A RESOLUTION APPROVING AN AGREEMENT WITH ARAMARK UNIFORM SERVICES, AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT ON BEHALF OF THE CITY.

Recommendation:

Staff recommends Council Adopt the Resolution approving an agreement for Aramark Uniform Services to provide uniform and other laundry services.

Summary:

Notifications regarding the Request for Proposal (RFP) were mailed to interested vendors in Fresno and Madera, the RFP was posted on the City website in addition to publishing a notice in the Madera Tribune.

One bid was received from Aramark Uniform Services and it was found to be both responsive and responsible.

Discussion:

- A. The previous service agreement with Aramark will expire on February 7, 2016.

- B. The City published a Request for RFP which included uniforms, floor mats and dust mops. One bid was received and after an evaluation by the review committee it was decided to go forward with the recommendation to award to Aramark Uniform Services.
- C. The bid proposal from Aramark reflects pricing identical to the pricing awarded under the previous agreement that was awarded in January of 2011. They held the prices firm for the entire 5 year term of the agreement when the term of the agreement required that the prices be firm for the initial 2 years of the agreement. As part of the evaluation process we reviewed available piggybackable contracts through US Communities and National Joint Powers Association and the prices we were quoted by Aramark average 50% lower than the other available contracts.
- D. The term of the agreement is two (2) years with an option to extend the agreement for three (3) additional years. All prices to remain firm for a minimum of two years.

Financial Impact:

This agreement is for a fixed dollar amount for each item furnished to the City with no built-in increases over the two (2) year term of the agreement. This agreement will be financed by money set aside for this purpose in the individual departmental budgets.

Consistency with the Vision Madera 2025 Plan:

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

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF MADERA, CALIFORNIA, APPROVING A TWO-YEAR
AGREEMENT WITH ARAMARK UNIFORM SERVICES
FOR UNIFORM RENTAL AND LAUNDRY SERVICES,
AND AUTHORIZING THE MAYOR TO SIGN THE
AGREEMENT ON BEHALF OF THE CITY.**

WHEREAS, the City of Madera (the "City") has need for Uniform Rental and Laundry Services (the "Services") within the City of Madera; and

WHEREAS, Aramark Uniform Services (the "Provider") is in the business of providing such uniform rental and laundry service; and

WHEREAS, there is a proposed agreement (the "Agreement") between Provider and City for uniform services on file in the office of the City Clerk of the City.

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

1. The above recitals are true and correct.
2. The Agreement with Aramark Uniform Services which is on file in the office of the City Clerk is hereby approved.
3. The Mayor of the City of Madera is authorized to execute the Agreement on behalf of the City.
4. This resolution is effective immediately upon adoption

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made this ____ day of January, 2016, by and between the CITY OF MADERA, hereinafter referred to as "City" and Aramark Uniform Service, Hereafter referred to as "Service Provider";

A. The City is in need of Uniform Rental and Laundry Services in the following departments: Parks and Community Services; the Redevelopment Agency, Equipment Shop, Wastewater Treatment Plant, Airport and Department of Public Works.

The Service Provider has responded to a Request for Proposals ("RFP") to perform these needed services and has responded to the RFP attached hereto as Exhibit "A" and incorporated herein as though set forth in full and as indicated in the response to RFP attached hereto as Exhibit "B" and incorporated herein as though fully set forth. The City desires to have the Service Provider perform the work in accordance with the RFP and the response thereto prepared by the Service Provider. The work to be performed in accordance with Exhibit "A" and Exhibit "B" is hereinafter referred to as the "Uniform Services."

B. City requires Uniform Services of a qualified professional Service Provider.

C. Service Provider is a firm having the necessary experience and qualifications to provide Uniform Services.

D. Provider was the lowest responsive, responsible bidder in response to the City's Request for Proposal

AGREEMENT

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

1. Services. The City hereby employs Service Provider to perform the Uniform Services herein set forth at the compensation and upon the terms and conditions herein expressed, and Service Provider hereby agrees to perform such services for said compensation, and upon said terms and conditions City hereby authorizes Service Provider to commence work on February 9, 2016.

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

Services shall be performed in a professional and workmanlike manner.

3. Service Provider's performance and term of contract. The Service Provider is authorized to commence work on February 9, 2016. The work to be performed by Service Provider as shown on Exhibit "A" and "B" said proposals.

3.1 Term of Contract. The term of this contract shall be from February 9, 2016 through February 8, 2018. The City has the option to extend the agreement for three (3) additional one (1) year terms. In order to exercise this option City must notify the Service Provider in writing at the address provided in this agreement no later than 30 days before the expiration of this agreement.

3.2 Right of Entry. City shall grant or arrange permission for right of entry by Service Provider upon the Sites to provide the Uniform Services under the Agreement.

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

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

4.2 Monthly Billings. Service Provider shall furnish City with itemized monthly billings for all services rendered under this Agreement and such payments shall be due and payable by City to Service Provider within thirty (30) days after presentation of approved invoices to City.

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

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

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

5.3 Insurance Requirements. During the term of this Agreement, Service Provider shall maintain, keep in force and pay all premiums required to maintain and keep in force liability and property damage insurance. The limits of such policy shall be as required by

the City of Madera as set forth in Exhibit "A" and "B."

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

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

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

Notice of termination shall be mailed to the City:

City of Madera - Purchasing
Becky McCurdy, Procurement Svcs. Mgr.
1030 South Gateway Drive
Madera, CA 93637

To the Service Provider:

Aramark Uniform Service
Paul Pinegar, District Manager
3333 N. Saber Dr.
Fresno, CA 93727

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

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

10. Notices. All notices and communications from the City shall be to Service

Provider's designated Project Manager. Verbal communications shall be confirmed in writing. All written notices shall be provided and addressed as indicated in Paragraph 9 hereof.

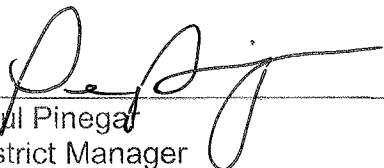
This agreement and the attachments and exhibits incorporated herein by reference, represents the entire agreement and understanding between the parties. Any modifications to this Agreement shall be in writing and signed by authorized representatives of the parties. One or more waivers of any term, condition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

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

CITY OF MADERA

ARAMARK UNIFORM SERVICE

By: _____
Robert L. Poythress
Mayor

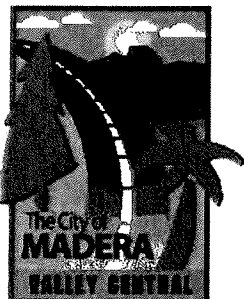
By:  _____
Paul Pinegar
District Manager

APPROVED AS TO FORM
City Attorney

ATTEST:
City Clerk

Brent Richardson

Sonia Alvarez



REQUEST FOR PROPOSAL

UNIFORM RENTAL & LAUNDRY SERVICE

RFP #201516-07

OCTOBER 22, 2015

I. INSTRUCTIONS AND CONDITIONS

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

Format: Proposal should be 8 ½ x 11 inches, printed two-sided on recycled paper with removable bindings, bound in a single document and organized in sections.

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

Bid: Uniform Rental & Laundry Services

RFP # 201516-07

Filing Deadline: Monday, December 14, 2015 - 3:00 PM

- B. Attention of bidders is especially directed to the specifications which, in addition to the bid proposal and these instructions, are basis for evaluation and will be part of any contract with the successful bidder. Any deviations from the specifications in this notice shall be proper reason for rejection of all of any part of the bid proposal.
- C. The City of Madera recognizes its policy of providing equal opportunity to all qualified persons and reaffirms its commitment that there shall be no

discrimination against qualified applicants, or employees on the basis of race, gender, color, national origin, religion, age, disability, sexual orientation or marital status.

- D. The City reserves the right to reject or accept any or all bids or parts thereof, and to accept or reject the alternatives individually or jointly, for any reason.
- E. The City reserves the right to consider any minor deviations from the specifications and determine the acceptance or rejection of such deviation.
- F. The City reserves the right to modify this Request for Proposal (RFP) at any time. In the event it becomes necessary to modify or revise the RFP, a written amendment or addenda issued by City's Purchasing-Central Supply Division is the only method which should be relied on with respect to changes to the RFP. Bidder is responsible to contact City's Purchasing-Central Supply Division prior to submitting a bid to determine if any amendments were made to the RFP. Documents, amendments, addenda, etc. will be posted to the City website at www.madera-ca.gov on the Purchasing Department tab, the Bid Announcement and Results page.

Questions and suggestions concerning the RFP must be submitted in writing no later than 3:00 P.M. Monday December 7, 2015. Written questions or inquiries should be e-mailed, mailed or faxed to:

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

rmccurdy@cityofmadera.com

FAX: (559) 661-0760

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

- G. Proposals will be evaluated by a committee comprised of representatives from the various departments within the City. If a bid proposal is found to be incomplete or not in compliance with the format required, it will not be

submitted to the committee for evaluation. During the evaluation process, the City may find it beneficial to request additional information.

- H. Any proposal may be withdrawn at any time prior to the hour fixed for the opening, provided that a request in writing executed by the proposer or his/her duly authorized representative, for the withdrawal of such proposal is filed with Purchasing-Central Supply. The withdrawal of a proposal shall not prejudice the right of a proposer to file a new proposal prior to the time and date set for the opening. After the expiration of the time and date for receipt of proposals, a proposal may not be withdrawn or altered.
- I. The City reserves the right to seek supplementary information from any proposer at any time after official proposal opening and before the award. Such information will be limited to clarification or amplification of information asked in the original proposal.
- J. Issuance of the RFP and receipt of proposals does not commit the City to award an agreement. The City reserves the right to postpone the RFP process for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with other than the selected company should negotiations with the selected company be terminated, or to cancel any section of this RFP. The City also reserves the right to apportion the award among more than one company.
- K. An award under this RFP will not be based solely on the lowest price. If an award is made, it will go to the bidder(s) with the best overall proposal. The successful proposal will be competitively priced and provide for adequate service to meet the City's needs.
- L. Bid proposals shall remain valid for at least sixty (60) days after the opening of Bids. No Bid proposal may be withdrawn after the BID opening.
- M. The successful Bidder shall enter into a formal agreement with City which will be very similar in content to the Attachment A "Draft" agreement which is provided for information purposes only and to help clarify City intent relevant to this Request for Proposal.
- N. A two-year contract will be awarded. Prices shall remain firm for a minimum of two years. The City has the option to extend the agreement for three (3) additional one (1) year terms. In order to exercise this option City must notify the Service Provider in writing at the address provided in this agreement no later than 30 days before the expiration of this agreement.

- O. The City may, at its sole option, terminate any contract/agreement that may be awarded as a result of this RFP at the end of any City Fiscal Year, for reason of non-appropriation of funds. In such event, the City will give bidder at least thirty (30) days written notice that such function will not be funded for the next fiscal period. In such event, the City will return any associated equipment to the Contractor in good working order, reasonable wear and tear excepted.
- P. Prior to beginning any work, or delivering any equipment or material to be furnished under this proposal, the bidder shall secure the appropriate Business License from the City of Madera. Business license information may be obtained by calling (559) 661-5454. Should the bidder already have his license, please indicate the license number and expiration date below:

City License No. _____ Expiration Date _____

Any Federal or State of California License/Certification required to provide the services and a Certificate of Insurance in accordance with the Insurance Requirements for Service Providers document included in this RFP as Attachment B.

- Q. Bidder's Proprietary Information: Upon award, all documents provided by the successful bidder shall become public record. All documents provided by any bidders, other than the successful bidder, shall become public record in their entirety and subject to disclosure, unless said documents are retrieved by the bidder within ten (10) business days of the award. This shall also include, but is not limited to documents for projects for which all proposals are rejected and projects for which an award is not made for any reason. In the event that one or more proposals are returned to the bidding parties, it is the intent of the City that such documents shall not become public records of the City unless required by the California Public Records Act or other provisions of law.
- R. It is the City's policy to encourage the purchase of supplies, services and equipment from vendors located within the boundaries of the City. Local vendors are sellers, vendors, suppliers and contractors who maintain places of business located within the limits of the City and who have a current City of Madera business license. The local vendor outreach policy shall not apply to those Agreements where State or Federal law, or other laws or regulations preclude such a preference.

Contractors will, to the greatest extent feasible, attempt to incorporate local area businesses as subcontractors and suppliers. Contractors will, upon request, provide records showing the outreach efforts made to local

businesses to demonstrate that they have made a reasonable effort to inform local businesses of the opportunity.

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

Check one of the following:

- i. ☐ Agree to extend all prices, terms, and conditions of my proposal to any other public agency located in the State of California with no exceptions.
- ii. ☐ Agree to extend all prices, terms, and conditions of my proposal to any other public agency located in the State of California with the following exceptions noted, as attached.
- iii. ☐ The Vendor does not agree to extend pricing, terms and conditions in our Bid to any other agency.

II. TERMS OF CONTRACT

- A. A two-year contract will be awarded. The City has the option to extend the agreement for three (3) additional one (1) year terms.
- B. Prices shall remain firm for a minimum of two years.

III. NUMBER OF PERSONNEL

- A. Department of Public Works (61)
- B. Parks and Community Services (14)
- C. Wastewater Treatment Plant (9)
- D. Equipment Maint. (8)

- E. Airport (2)
- F. City Hall (3)

IV. **SPECIFICATIONS**

A. **Clothing**

1. New garments to be provided at the beginning of this contract and each two-year period thereafter.
2. Eleven (11) shirts and eleven (11) pants should be inventoried for each employee. This includes a "swing" suit for exchange day.
3. Number of changes per week; five (5) shirts and five (5) pants.
4. Shirts - Executive type dress shirt.
5. Shirts - 65% Dacron, 35% cotton.
6. Shirts – Polo
7. Shirts – Fire Rated; Class – HRC2
Arc Rating – ATPV 8.0 cal/cm2 (minimum)
8. Pants - 65% Dacron, 35% cotton; western or regular cut.
9. Pants – Fire Rated; Class – HRC2
Arc Rating – ATPV 8.0 cal/cm2 (minimum)
10. Coveralls.
11. Color - A variety of colors to be specified and/or confirmed at time of fitting. The only requirement is that some employees must be clothed in "safety orange" shirts.
12. Clothing to be delivered each week on hangers, sorted by employee.

B. **Emblems and Name Tags**

1. City will supply emblems.
2. City will maintain possession of excess emblems until needed for new employees.
3. Vendor to provide name tags on garments for each employee. Name tag specifications shall be silk screened with a merrow stitched border.
4. If clothing is exchanged for any reason, vendor will transfer old emblems and name tags to new garments.

C. **Fitting**

1. Each person must be individually measured and fitted prior to first delivery of garments. During the first two weeks of service, vendor shall make necessary adjustments at no additional cost.

D. **Inventory Control**

1. The vendor will be required to furnish a complete listing of garments delivered each week, detailed by individual. This listing must also be broken down into various sub-categories so that the proper city accounts can be charged.

E. **Service Tag System**

1. Some type of tag system must be provided so that employees can call attention to needed repairs, etc.

F. **Replacement of Garments**

1. Vendor must maintain clothing in a good, serviceable condition throughout the term of the service agreement. Garments in a badly worn, frayed or torn condition from normal use shall be replaced at the next regular delivery date. Routine small repairs will be acceptable so long as the image of the employee and City are not below standard.
2. City will be responsible for lost and damaged garments by the employee.

3. There is no provision for the employee to change between short and long sleeves throughout the year.

G. **Door Mats and Dust Mops**

1. Vendor shall provide door mats and dust mops in the following sizes:

<u>Mats</u>	<u>Dust Mops</u>
3' X 4'	24"
4' X 6'	36"
3' X 10'	
3' X 5' (scraper)	

H. **Additions and Deletions**

1. The number of garments or other rental items may be increased or decreased from time to time. Notification will be given to the vendor when changes are necessary. In any case, the unit prices shall remain the same as the original proposal.

I. **Property of Vendor**

1. All garments or other merchandise furnished under the rental agreement shall remain the property of the vendor.

J. **Cancellation**

1. This service agreement may be canceled by the City of Madera any time service is deemed unsatisfactory. A thirty (30) day notice will be given prior to cancellation.

V. **DELIVERY LOCATIONS**

Department of Public Works
1030 South Gateway Drive
Madera, CA 93637
7:00 AM - 3:00 PM
559-661-5466

Parks Maintenance Office
40 West Olive
Madera, CA 93637
7:00 AM - 3:00 PM
559-675-9306

Equipment Shop
1030 South Gateway Drive
Madera, CA 93637
7:00 A.M – 3:00 P.M.
559-661-5466

City Hall
205 W. 4th Street
Madera, CA 93637
8:00 A.M.- 4:00 P.M.
559-661-5454

Wastewater Treatment Plant
13048 Road 21 ½
Madera, CA 93637
7:00 AM - 5:30 PM
559-661-5466

Madera Municipal Airport
4020 Airport Dr.
Madera, CA 93637
7:00 A.M. – 3:00 P.M.
559-661-3687

VI. REFERENCES

- A. Vendor to supply a minimum of five (5) references with bid submittal; i.e. list agencies you are currently providing with uniforms and laundry service. Please use forms supplied with this Request for Proposal as Attachment C.

* * * * *

CITY OF MADERA
UNIFORM RENTAL & LAUNDRY SERVICE
RFP #201516-07

BID PROPOSAL AUTHORIZATION

COMPANY NAME _____

STREET ADDRESS _____

CITY / STATE _____

PHONE NUMBER _____

EMAIL _____

PERSON PREPARING BID _____

POSITION _____

SIGNATURE _____

DATE _____

MADERA BUS. LIC. NO. _____

CITY OF MADERA

UNIFORM AND LAUNDRY SERVICE PROPOSAL

1. Weekly cost per employee, per week;
five (5) shirts and five (5) pants;
65% Dacron and 35% Cotton.
Include name tags on shirts. \$ _____
2. Weekly cost per employee, per week;
five (5) executive dress shirts and
five (5) pants; 65% Dacron and 35%
Cotton. Include name tags on shirts. \$ _____
3. Weekly cost per employee, per week;
five (5) Polo shorts and
five (5) pants; 65% Dacron and 35%
Cotton. Include name tags on shirts. \$ _____
4. Weekly cost per employee, per week;
Five (5) Fire Rated shirts and five (5) Fire Rated pants;
Class – HRC2 Arc Rating – ATPV 8.0 cal/cm2 (minimum)
Include name tags on shirts. \$ _____
5. Weekly cost per employee, per week;
three (3) coveralls. \$ _____
6. Replacement cost for shirts which are
lost or damaged by the employee. \$ _____
7. Replacement cost for pants which are
lost or damaged by the employee. \$ _____
8. Exchange shirts; different size. \$ _____
9. Exchange pants; different size. \$ _____
10. Floor Mat: 3' X 4' \$ _____
Floor Mat: 4' X 6' \$ _____
Floor Mat: 3' X 10' \$ _____
Floor Mat: 3' X 5' (scraper) \$ _____
11. Dust Mop: 24" \$ _____
Dust Mop: 36" \$ _____

VENDOR - PLEASE NOTE:

Bid prices include any and all expenses by the vendor. This includes, but is not limited to, name tags, fittings, and preparation charges; i.e. sewing emblems and name tags on garments, etc.

ATTACHMENT "A"

DRAFT
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made this _____ day of _____, 20____, by and between the CITY OF MADERA, hereinafter referred to as "City" and _____, Hereafter referred to as "Service Provider";

A. The City is in need of Uniform Rental and Laundry Services in the following departments: Parks and Community Services; the Redevelopment Agency, Equipment Shop, Wastewater Treatment Plant, Airport and Department of Public Works.

The Service Provider has responded to a Request for Proposals ("RFP") to perform these needed services and has responded to the RFP attached hereto as Exhibit "A" and incorporated herein as though set forth in full and as indicated in the response to RFP attached hereto as Exhibit "B" and incorporated herein as though fully set forth. The City desires to have the Service Provider perform the work in accordance with the RFP and the response thereto prepared by the Service Provider. The work to be performed in accordance with Exhibit "A" and Exhibit "B" is hereinafter referred to as the "Uniform Services."

B. City requires Uniform Services of a qualified professional Service Provider.

C. Service Provider is a firm having the necessary experience and qualifications to provide Uniform Services.

D. Provider was the lowest responsive, responsible bidder in response to the City's Request for Proposal

AGREEMENT

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

1. Services. The City hereby employs Service Provider to perform the Uniform Services herein set forth at the compensation and upon the terms and conditions herein expressed, and Service Provider hereby agrees to perform such services for said compensation, and upon said terms and conditions City hereby authorizes Service Provider to commence work on _____.

2. Obligations, duties and responsibilities of Service Provider. It shall be the duty, obligation and responsibility of the Service Provider, in a skilled and professional manner, to perform, furnish and supply to the City the services and supplies as provided

in the RFP and responses thereto set forth in Exhibit "A" and Exhibit "B." The Uniform Services shall be performed in a professional and workmanlike manner.

3. Service Provider's performance and term of contract. The Service Provider is authorized to commence work on _____, 20____. The work to be performed by Service Provider as shown on Exhibit "A" and "B" said proposals.

3.1 Term of Contract. The term of this contract shall be from _____, 20____ through _____, 20____. The City has the option to extend the agreement for three (3) additional one (1) year terms. In order to exercise this option City must notify the Service Provider in writing at the address provided in this agreement no later than 30 days before the expiration of this agreement.

3.2 Right of Entry. City shall grant or arrange permission for right of entry by Service Provider upon the Sites to provide the Uniform Services under the Agreement.

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

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

4.2 Monthly Billings. Service Provider shall furnish City with itemized monthly billings for all services rendered under this Agreement and such payments shall be due and payable by City to Service Provider within thirty (30) days after presentation of approved invoices to City.

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

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

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

5.3 Insurance Requirements. During the term of this Agreement, Service Provider shall maintain, keep in force and pay all premiums required to maintain and keep in force

liability and property damage insurance. The limits of such policy shall be as required by the City of Madera as set forth in Exhibit "A" and "B."

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

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

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

Notice of termination shall be mailed to the City:

City of Madera - Purchasing
Becky McCurdy, Procurement Svcs. Mgr.
1030 South Gateway Drive
Madera, CA 93637

To the Service Provider:

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

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

11. Notices. All notices and communications from the City shall be to Service Provider's designated Project Manager. Verbal communications shall be confirmed in writing. All written notices shall be provided and addressed as indicated in Paragraph 9

hereof.

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

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

CITY OF MADERA

By: _____ By: _____
Robert L. Poythress Title

APPROVED AS TO FORM
City Attorney

ATTEST:
City Clerk

By: _____ By: _____
Brent Richardson Sonia Alvarez

Attachment B

Insurance Requirements for Contractors without Construction Risks

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

Minimum Scope and Limits of Insurance

Contractor 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.

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

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

The general liability policy is to contain, or be endorsed to contain, the following provisions:

- The entity, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage can be provided with one of two endorsement options: 1) in the form of an additional insured endorsement to the Consultant's insurance, or as a separate owner's policy (CG 20 10 11 85 or its equivalent language) OR 2) a CG 20 37 10 01 along with CG 20 10 10 01 endorsement forms or their equivalent language. For any claims related to this project, the Contractor'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 Contractor'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

Contractor hereby agrees to waive subrogation which any insurer of contractor may acquire from contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

The workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of the entity for all work performed by the contractor, 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

Contractor 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

Contractor 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.

ATTACHMENT C

CITY OF MADERA

CURRENT AGENCY OR BUSINESS REFERENCES

1. AGENCY/COMPANY NAME: _____ PHONE NO.: _____
ADDRESS: _____
CONTACT PERSON: _____
DATE SERVICES STARTED: _____

SUMMARY OF SERVICES INCLUDED IN THIS
CONTRACT: _____

2. AGENCY/COMPANY NAME: _____ PHONE NO.: _____
ADDRESS: _____
CONTACT PERSON: _____
DATE SERVICES STARTED: _____

SUMMARY OF SERVICES INCLUDED IN THIS
CONTRACT: _____

3. AGENCY/COMPANY NAME: _____ PHONE NO.: _____
ADDRESS: _____
CONTACT PERSON: _____
DATE SERVICES STARTED: _____

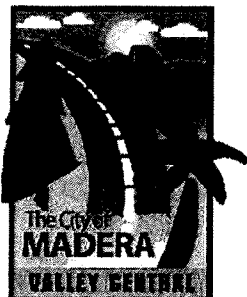
SUMMARY OF SERVICES INCLUDED IN THIS
CONTRACT: _____

4. AGENCY/COMPANY NAME: _____ PHONE NO.: _____
ADDRESS: _____
CONTACT PERSON: _____
DATE SERVICES STARTED: _____

SUMMARY OF SERVICES INCLUDED IN THIS
CONTRACT: _____

5. AGENCY/COMPANY NAME: _____ PHONE NO.: _____
ADDRESS: _____
CONTACT PERSON: _____
DATE SERVICES STARTED: _____

SUMMARY OF SERVICES INCLUDED IN THIS
CONTRACT: _____



REQUEST FOR PROPOSAL

UNIFORM RENTAL & LAUNDRY SERVICE

RFP #201516-07

OCTOBER 22, 2015

I. INSTRUCTIONS AND CONDITIONS

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

Format: Proposal should be 8 ½ x 11 inches, printed two-sided on recycled paper with removable bindings, bound in a single document and organized in sections.

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

Bid: Uniform Rental & Laundry Services

RFP # 201516-07

Filing Deadline: Monday, December 14, 2015 - 3:00 PM

- B. Attention of bidders is especially directed to the specifications which, in addition to the bid proposal and these instructions, are basis for evaluation and will be part of any contract with the successful bidder. Any deviations from the specifications in this notice shall be proper reason for rejection of all of any part of the bid proposal.
- C. The City of Madera recognizes its policy of providing equal opportunity to all qualified persons and reaffirms its commitment that there shall be no

discrimination against qualified applicants, or employees on the basis of race, gender, color, national origin, religion, age, disability, sexual orientation or marital status.

- D. The City reserves the right to reject or accept any or all bids or parts thereof, and to accept or reject the alternatives individually or jointly, for any reason.
- E. The City reserves the right to consider any minor deviations from the specifications and determine the acceptance or rejection of such deviation.
- F. The City reserves the right to modify this Request for Proposal (RFP) at any time. In the event it becomes necessary to modify or revise the RFP, a written amendment or addenda issued by City's Purchasing-Central Supply Division is the only method which should be relied on with respect to changes to the RFP. Bidder is responsible to contact City's Purchasing-Central Supply Division prior to submitting a bid to determine if any amendments were made to the RFP. Documents, amendments, addenda, etc. will be posted to the City website at www.madera-ca.gov on the Purchasing Department tab, the Bid Announcement and Results page.

Questions and suggestions concerning the RFP must be submitted in writing no later than 3:00 P.M. Monday December 7, 2015. Written questions or inquires should be e-mailed, mailed or faxed to:

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

rmccurdy@cityofmadera.com

FAX: (559) 661-0760

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

- G. Proposals will be evaluated by a committee comprised of representatives from the various departments within the City. If a bid proposal is found to be incomplete or not in compliance with the format required, it will not be

submitted to the committee for evaluation. During the evaluation process, the City may find it beneficial to request additional information.

- H. Any proposal may be withdrawn at any time prior to the hour fixed for the opening, provided that a request in writing executed by the proposer or his/her duly authorized representative, for the withdrawal of such proposal is filed with Purchasing-Central Supply. The withdrawal of a proposal shall not prejudice the right of a proposer to file a new proposal prior to the time and date set for the opening. After the expiration of the time and date for receipt of proposals, a proposal may not be withdrawn or altered.
- I. The City reserves the right to seek supplementary information from any proposer at any time after official proposal opening and before the award. Such information will be limited to clarification or amplification of information asked in the original proposal.
- J. Issuance of the RFP and receipt of proposals does not commit the City to award an agreement. The City reserves the right to postpone the RFP process for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with other than the selected company should negotiations with the selected company be terminated, or to cancel any section of this RFP. The City also reserves the right to apportion the award among more than one company.
- K. An award under this RFP will not be based solely on the lowest price. If an award is made, it will go to the bidder(s) with the best overall proposal. The successful proposal will be competitively priced and provide for adequate service to meet the City's needs.
- L. Bid proposals shall remain valid for at least sixty (60) days after the opening of Bids. No Bid proposal may be withdrawn after the BID opening.
- M. The successful Bidder shall enter into a formal agreement with City which will be very similar in content to the Attachment A "Draft" agreement which is provided for information purposes only and to help clarify City intent relevant to this Request for Proposal.
- N. A two-year contract will be awarded. Prices shall remain firm for a minimum of two years. The City has the option to extend the agreement for three (3) additional one (1) year terms. In order to exercise this option City must notify the Service Provider in writing at the address provided in this agreement no later than 30 days before the expiration of this agreement.

- O. The City may, at its sole option, terminate any contract/agreement that may be awarded as a result of this RFP at the end of any City Fiscal Year, for reason of non-appropriation of funds. In such event, the City will give bidder at least thirty (30) days written notice that such function will not be funded for the next fiscal period. In such event, the City will return any associated equipment to the Contractor in good working order, reasonable wear and tear excepted.
- P. Prior to beginning any work, or delivering any equipment or material to be furnished under this proposal, the bidder shall secure the appropriate Business License from the City of Madera. Business license information may be obtained by calling (559) 661-5454. Should the bidder already have his license, please indicate the license number and expiration date below:

City License No. 30028616

Expiration Date 6/30/16

Any Federal or State of California License/Certification required to provide the services and a Certificate of Insurance in accordance with the Insurance Requirements for Service Providers document included in this RFP as Attachment B.

- Q. Bidder's Proprietary Information: Upon award, all documents provided by the successful bidder shall become public record. All documents provided by any bidders, other than the successful bidder, shall become public record in their entirety and subject to disclosure, unless said documents are retrieved by the bidder within ten (10) business days of the award. This shall also include, but is not limited to documents for projects for which all proposals are rejected and projects for which an award is not made for any reason. In the event that one or more proposals are returned to the bidding parties, it is the intent of the City that such documents shall not become public records of the City unless required by the California Public Records Act or other provisions of law.
- R. It is the City's policy to encourage the purchase of supplies, services and equipment from vendors located within the boundaries of the City. Local vendors are sellers, vendors, suppliers and contractors who maintain places of business located within the limits of the City and who have a current City of Madera business license. The local vendor outreach policy shall not apply to those Agreements where State or Federal law, or other laws or regulations preclude such a preference.

Contractors will, to the greatest extent feasible, attempt to incorporate local area businesses as subcontractors and suppliers. Contractors will, upon request, provide records showing the outreach efforts made to local

businesses to demonstrate that they have made a reasonable effort to inform local businesses of the opportunity.

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

Check one of the following:

- i. ☐ Agree to extend all prices, terms, and conditions of my proposal to any other public agency located in the State of California with no exceptions.
- ii. ☐ Agree to extend all prices, terms, and conditions of my proposal to any other public agency located in the State of California with the following exceptions noted, as attached.
- iii. ☐ The Vendor does not agree to extend pricing, terms and conditions in our Bid to any other agency.

II. TERMS OF CONTRACT

- A. A two-year contract will be awarded. The City has the option to extend the agreement for three (3) additional one (1) year terms.
- B. Prices shall remain firm for a minimum of two years.

III. NUMBER OF PERSONNEL

- A. Department of Public Works (61)
- B. Parks and Community Services (14)
- C. Wastewater Treatment Plant (9)
- D. Equipment Maint. (8)

- E. Airport (2)
- F. City Hall (3)

IV. **SPECIFICATIONS**

A. **Clothing**

1. New garments to be provided at the beginning of this contract and each two-year period thereafter.
2. Eleven (11) shirts and eleven (11) pants should be inventoried for each employee. This includes a "swing" suit for exchange day.
3. Number of changes per week; five (5) shirts and five (5) pants.
4. Shirts - Executive type dress shirt.
5. Shirts - 65% Dacron, 35% cotton.
6. Shirts – Polo
7. Shirts – Fire Rated; Class – HRC2
Arc Rating – ATPV 8.0 cal/cm2 (minimum)
8. Pants - 65% Dacron, 35% cotton; western or regular cut.
9. Pants – Fire Rated; Class – HRC2
Arc Rating – ATPV 8.0 cal/cm2 (minimum)
10. Coveralls.
11. Color - A variety of colors to be specified and/or confirmed at time of fitting. The only requirement is that some employees must be clothed in "safety orange" shirts.
12. Clothing to be delivered each week on hangers, sorted by employee.

B. **Emblems and Name Tags**

1. City will supply emblems.
2. City will maintain possession of excess emblems until needed for new employees.
3. Vendor to provide name tags on garments for each employee. Name tag specifications shall be silk screened with a merrow stitched border.
4. If clothing is exchanged for any reason, vendor will transfer old emblems and name tags to new garments.

C. **Fitting**

1. Each person must be individually measured and fitted prior to first delivery of garments. During the first two weeks of service, vendor shall make necessary adjustments at no additional cost.

D. **Inventory Control**

1. The vendor will be required to furnish a complete listing of garments delivered each week, detailed by individual. This listing must also be broken down into various sub-categories so that the proper city accounts can be charged.

E. **Service Tag System**

1. Some type of tag system must be provided so that employees can call attention to needed repairs, etc.

F. **Replacement of Garments**

1. Vendor must maintain clothing in a good, serviceable condition throughout the term of the service agreement. Garments in a badly worn, frayed or torn condition from normal use shall be replaced at the next regular delivery date. Routine small repairs will be acceptable so long as the image of the employee and City are not below standard.
2. City will be responsible for lost and damaged garments by the employee.

3. There is no provision for the employee to change between short and long sleeves throughout the year.

G. **Door Mats and Dust Mops**

1. Vendor shall provide door mats and dust mops in the following sizes:

<u>Mats</u>	<u>Dust Mops</u>
3' X 4'	24"
4' X 6'	36"
3' X 10'	
3' X 5' (scraper)	

H. **Additions and Deletions**

1. The number of garments or other rental items may be increased or decreased from time to time. Notification will be given to the vendor when changes are necessary. In any case, the unit prices shall remain the same as the original proposal.

I. **Property of Vendor**

1. All garments or other merchandise furnished under the rental agreement shall remain the property of the vendor.

J. **Cancellation**

1. This service agreement may be canceled by the City of Madera any time service is deemed unsatisfactory. A thirty (30) day notice will be given prior to cancellation.

V. **DELIVERY LOCATIONS**

Department of Public Works
1030 South Gateway Drive
Madera, CA 93637
7:00 AM - 3:00 PM
559-661-5466

Parks Maintenance Office
40 West Olive
Madera, CA 93637
7:00 AM - 3:00 PM
559-675-9306

Equipment Shop
1030 South Gateway Drive
Madera, CA 93637
7:00 A.M – 3:00 P.M.
559-661-5466

City Hall
205 W. 4th Street
Madera, CA 93637
8:00 A.M.- 4:00 P.M.
559-661-5454

Wastewater Treatment Plant
13048 Road 21 ½
Madera, CA 93637
7:00 AM - 5:30 PM
559-661-5466

Madera Municipal Airport
4020 Airport Dr.
Madera, CA 93637
7:00 A.M. – 3:00 P.M.
559-661-3687

VI. REFERENCES

- A. Vendor to supply a minimum of five (5) references with bid submittal; i.e. list agencies you are currently providing with uniforms and laundry service. Please use forms supplied with this Request for Proposal as Attachment C.

* * * * *

CITY OF MADERA
UNIFORM RENTAL & LAUNDRY SERVICE
RFP #201516-07

BID PROPOSAL AUTHORIZATION

COMPANY NAME Aramark Uniform Service

STREET ADDRESS 3333 N. Saber Dr.

CITY / STATE Fresno / CA

PHONE NUMBER 559-326-4917

PERSON PREPARING BID Paul Pinegar

POSITION District Manager

SIGNATURE 

DATE 12/14/2015

MADERA BUS. LIC. NO. 30028616

CITY OF MADERA

UNIFORM AND LAUNDRY SERVICE PROPOSAL

1. Weekly cost per employee, per week;
five (5) shirts and five (5) pants;
65% Dacron and 35% Cotton.
Include name tags on shirts. \$ 3.35
2. Weekly cost per employee, per week;
five (5) executive dress shirts and
five (5) pants; 65% Dacron and 35%
Cotton. Include name tags on shirts. \$ 3.45
3. Weekly cost per employee, per week;
five (5) Polo shorts and
five (5) pants; 65% Dacron and 35%
Cotton. Include name tags on shirts. \$ 3.45
4. Weekly cost per employee, per week;
Five (5) Fire Rated shirts and five (5) Fire Rated pants;
Class – HRC2 Arc Rating – ATPV 8.0 cal/cm2 (minimum)
Include name tags on shirts. \$ 8.25
5. Weekly cost per employee, per week;
three (3) coveralls. \$.65
6. Replacement cost for shirts which are
lost or damaged by the employee. \$ 8.00
7. Replacement cost for pants which are
lost or damaged by the employee. \$ 9.50
8. Exchange shirts; different size. \$ 1.00
9. Exchange pants; different size. \$ 1.00
10. Floor Mat: 3= X 4= \$ 1.50
Floor Mat: 4= X 6= \$ 2.50
Floor Mat: 3= X 10= \$ 3.25
Floor Mat: 3= X 5= (scraper) \$ 1.00
11. Dust Mop: 24@ \$.50
Dust Mop: 36@ \$.70

VENDOR - PLEASE NOTE:

Bid prices include any and all expenses by the vendor. This includes, but is not limited to, name tags, fittings, and preparation charges; i.e. sewing emblems and name tags on garments, etc.

***City of Madera Logo - \$2.00 (Bulk Purchases of 100 + as needed)**

***Name Tags - \$0.50 after 1st 90 days of Agreement**

***Prep Charge - \$0.50 after 1st 90 days of Agreement**

***No other additional charges**

ATTACHMENT "A"

DRAFT
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made this _____ day of _____, 20____, by and between the CITY OF MADERA, hereinafter referred to as "City" and _____, Hereafter referred to as "Service Provider";

A. The City is in need of Uniform Rental and Laundry Services in the following departments: Parks and Community Services; the Redevelopment Agency, Equipment Shop, Wastewater Treatment Plant, Airport and Department of Public Works.

The Service Provider has responded to a Request for Proposals ("RFP") to perform these needed services and has responded to the RFP attached hereto as Exhibit "A" and incorporated herein as though set forth in full and as indicated in the response to RFP attached hereto as Exhibit "B" and incorporated herein as though fully set forth. The City desires to have the Service Provider perform the work in accordance with the RFP and the response thereto prepared by the Service Provider. The work to be performed in accordance with Exhibit "A" and Exhibit "B" is hereinafter referred to as the "Uniform Services."

B. City requires Uniform Services of a qualified professional Service Provider.

C. Service Provider is a firm having the necessary experience and qualifications to provide Uniform Services.

D. Provider was the lowest responsive, responsible bidder in response to the City's Request for Proposal

AGREEMENT

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

1. Services. The City hereby employs Service Provider to perform the Uniform Services herein set forth at the compensation and upon the terms and conditions herein expressed, and Service Provider hereby agrees to perform such services for said compensation, and upon said terms and conditions City hereby authorizes Service Provider to commence work on _____.

2. Obligations, duties and responsibilities of Service Provider. It shall be the duty, obligation and responsibility of the Service Provider, in a skilled and professional manner, to perform, furnish and supply to the City the services and supplies as provided

in the RFP and responses thereto set forth in Exhibit "A" and Exhibit "B." The Uniform Services shall be performed in a professional and workmanlike manner.

3. Service Provider's performance and term of contract. The Service Provider is authorized to commence work on _____, 20____. The work to be performed by Service Provider as shown on Exhibit "A" and "B" said proposals.

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

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

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

5.3 Insurance Requirements. During the term of this Agreement, Service Provider shall maintain, keep in force and pay all premiums required to maintain and keep in force

liability and property damage insurance. The limits of such policy shall be as required by the City of Madera as set forth in Exhibit "A" and "B."

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

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1030 South Gateway Drive
Madera, CA 93637

To the Service Provider:

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

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

11. Notices. All notices and communications from the City shall be to Service Provider's designated Project Manager. Verbal communications shall be confirmed in writing. All written notices shall be provided and addressed as indicated in Paragraph 9

hereof.

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

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

CITY OF MADERA

By: _____ By: _____
Robert L. Poythress Title

APPROVED AS TO FORM
City Attorney

ATTEST:
City Clerk

By: _____ By: _____
Brent Richardson Sonia Alvarez

Attachment B

Insurance Requirements for Contractors without Construction Risks

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

Minimum Scope and Limits of Insurance

Contractor 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.

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

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

The general liability policy is to contain, or be endorsed to contain, the following provisions:

- The entity, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage can be provided with one of two endorsement options: 1) in the form of an additional insured endorsement to the Consultant's insurance, or as a separate owner's policy (CG 20 10 11 85 or its equivalent language) OR 2) a CG 20 37 10 01 along with CG 20 10 10 01 endorsement forms or their equivalent language. For any claims related to this project, the Contractor'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 Contractor'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

Contractor hereby agrees to waive subrogation which any insurer of contractor may acquire from contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

The workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of the entity for all work performed by the contractor, 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

Contractor 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

Contractor 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.

ATTACHMENT "C"

CITY OF MADERA

CURRENT AGENCY OR BUSINESS REFERENCES

1. AGENCY/COMPANY NAME: **Cargill Meat Solutions** PHONE NO.: 559-268-5586
ADDRESS: 3115 S. Fig, Fresno, CA 93778
CONTACT PERSON: Matt Pestorich
DATE SERVICES STARTED: 12/15/08

SUMMARY OF SERVICES INCLUDED IN THIS CONTRACT: **Garments, Mats, Mops, Towels**

2. AGENCY/COMPANY NAME: **Producers Dairy Inc.** PHONE NO.: 559-457-4651
ADDRESS: 250 E. Belmont Ave Fresno, CA 93701
CONTACT PERSON: Dale Rovito
DATE SERVICES STARTED: 7/19/04

SUMMARY OF SERVICES INCLUDED IN THIS CONTRACT: **Garments, Mats, Mops, Towels**

3. AGENCY/COMPANY NAME: **Leprino** PHONE NO.: 559-924-7722
ADDRESS: 490 F Street, Lemoore, CA 93245
CONTACT PERSON: Linda Newberry
DATE SERVICES STARTED: 10/9/08

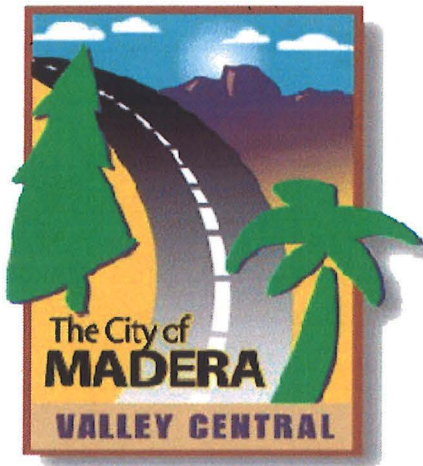
SUMMARY OF SERVICES INCLUDED IN THIS CONTRACT: **Garments, Mats, Mops, Towels**

4. AGENCY/COMPANY NAME: **Saint Agnes Hospital** PHONE NO.: **559-450-3128**
ADDRESS: **1390 E. Herndon Ave Fresno, CA 93720**
CONTACT PERSON: **Brent Yuenger**
DATE SERVICES STARTED: **10/01/62**

SUMMARY OF SERVICES INCLUDED IN THIS CONTRACT: **Garments, Mats, Mops, Towels**

5. AGENCY/COMPANY NAME: **The County of Fresno** PHONE NO.: **559-600-7118**
ADDRESS: **4525 E. Hamilton Ave, Fresno, CA 93702**
CONTACT PERSON: **Louann Jones**
DATE SERVICES STARTED: **2/11/15**

SUMMARY OF SERVICES INCLUDED IN THIS CONTRACT: **Garments, Mats, Mops, Towels**



REPORT TO CITY COUNCIL

MEETING DATE: January 20, 2016

AGENDA ITEM NUMBER: B-5

Approved By:


PUBLIC WORKS OPERATIONS DIRECTOR


CITY ADMINISTRATOR

SUBJECT: Informational Report on Emergency Repairs to Well No. 18, No. 23 & No. 30.

RECOMMENDATION: Staff has no recommendation as this is only an informational report.

SUMMARY: The City of Madera uses 18 wells to provide water to the citizens of Madera. Typically all 18 wells are required to maintain water production capacity. Unfortunately, intense heat during the late summer months caused Well No. 23 and Well No. 30 to fail during operation. Additionally, during the rehabilitation project for Well No. 18 there were unforeseen re-plumbing issues which created costs that were not included in the original bid. In order to continue system reliability, these wells were repaired under emergency action using funds available in the Water Division budget. The cost of repairs for the wells was \$18,062.68.

DISCUSSION: During the excessive heat of the late summer months, the electric motor to Wells No. 23 and 30 experienced failures of the bearings. This was due in part to the increased pumping demands caused by the heat wave. A similar incident happened in 2013. The Water Maintenance staff followed proper procedures and pulled the motor and sent it out to be repaired. These failures occurred during the peak of the heavy pumping season and it was imperative that the wells be available to provide sufficient pumping capabilities on the north eastern side of Madera for Well No. 23 and on the western side of Madera for Well No. 30. These wells were repaired under emergency action by Madera Pumps, Inc.

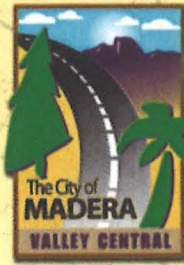
The rehabilitation of Well No. 18 was awarded as a project to the successful bidder of Steve Dovali Construction. The primary purpose for the project was to replace the gas-driven motor to an electric motor in order to bring one of the City's best producers on-line full time. Unfortunately, the project necessitated a re-plumbing of the discharge system. This unforeseen issue and cost was not related to the original bid for the project. In order to keep the project on pace, the needed repairs were completed under emergency action by Madera Pumps, Inc.

FINANCIAL IMPACT: The total cost of the emergency repairs to the three wells was \$18,062.68. The breakdown of the repairs is as follows:

Description	Cost
Well No. 18 re-plumbing of discharge system	\$ 4,357.67
Well No. 23 motor bearing repair	\$10,002.10
Well No. 30 motor bearing repair	\$ 3,702.91
TOTAL	\$18,062.68

No appropriation to cover the cost of the emergency repair is needed as the funds were available in the Water Maintenance FY 2015/16 budget

VISIONING: This item is not specifically addressed, nor does it conflict with any of the actions or goals contained in the Vision Madera 2025 Plan.



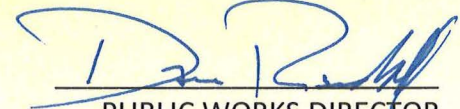
[Return to Agenda](#)

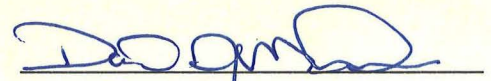
REPORT TO CITY COUNCIL

MEETING DATE: January 20, 2016

AGENDA ITEM NUMBER. B-6

Approved By:


PUBLIC WORKS DIRECTOR


CITY ADMINISTRATOR

SUBJECT: Consideration of a Resolution Authorizing Submittal of an Application to the California Department of Resources Recycling and Recovery for Payment Programs and Authorizing the City Administrator to execute all Grant Documents.

RECOMMENDATION: It is recommended that the Council approves the attached resolution authorizing the City of Madera to submit an application to the California Department of Resources Recycling and Recovery (CalRecycle) for payment programs and authorizing the City Administrator to execute all grant documents.

SUMMARY: Beginning with fiscal year 2015-2016 funding cycle, all jurisdictions will be required to provide a Resolution no later than the funding request due date, to be announced in the near future to CalRecycle.

The attached Resolution is the exact wording suggested by CalRecycle for adoption.

DISCUSSION: CalRecycle has a history of granting the City funds under the Used Oil Payment Program to assist the City in efforts to educate the public regarding the benefits of properly disposing of used oil and used oil filters rather than polluting our environment.

By anticipating the next funding cycle and having in place the required CalRecycle Resolution will make the City of Madera's next payment program grant application very competitive.

Staff wishes to continue promoting used oil recycling services to citizens of Madera, and therefore, is seeking Council approval to submit the required Resolution. The term for funding runs from July 1, of the grant through June 30, two years later. This grant is formula funded based on population. In FY 2015/2016, the City was awarded \$17,697.00 in OPP Cycle 6 funds for a two year period.

Department of Public Works

1030 South Gateway Drive • Madera, CA 93637 • TEL (559) 661-5466 • FAX (559) 661-0760

www.madera-ca.gov

Residents can dispose of their used oil by placing it in a disposable container alongside their gray refuse cart, which is then collected by the City's refuse hauler, or the oil can be taken to one of the Certified oil recycling Centers located in one of the local participating retail automotive part stores. Grant funds promotes using Certified Centers for recycling used oil and used oil filters and supports the educational efforts to reach residential customers to use the Certified Centers.

Funds may be used to purchase and supply plastic oil containers and plastic used oil filter bags that customers use to recycle their used oil products at the curbside of their homes on their regular day of collection. Informational brochures may also be paid for by grant funds as a way to remind residential customers how to access their curbside program or how to access local Certified Used Oil Recycling Centers as another way to properly recycle their used oil products.

At least one used oil filter exchange is planned during this period that supports the costs to provide an on-site Madera radio broadcast promoting the event at one of the local Certified Centers, playing of music, provision of free tacos while the supplies last, cost of the filters exchanged during the event, and the development in English and Spanish of a colored flyer that provides program specific information as to where, when, and how the program works and a specified number of 60 and 15 second commercial spots to advertise the event. All costs of the event are program eligible costs per the Notice of Funds Available Guidelines of CalRecycle.

FINANCIAL IMPACT: There will be no financial impact to the General Fund. Grant funds will be used to support the proposed used oil and used oil filter curbside services, Certified Centers and educational program on behalf of City of Madera.

MADERA VISION 2025: If adopted by Council, the resolution is consistent with the Madera Vision Plan, specifically Action 437: Recycling Programs: Promote recycling through multiple programs.

RESOLUTION NO. 16-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, AUTHORIZING SUBMITTAL OF AN APPLICATION TO THE
CALIFORNIA DEPARTMENT OF RESOURCES RECYCLING AND
RECOVERY FOR PAYMENT PROGRAMS AND AUTHORIZING THE CITY
ADMINISTRATOR TO EXECUTE ALL GRANT DOCUMENTS**

WHEREAS, pursuant to Public Resources Code section § 48000 et seq. the Department of Resources Recycling and Recovery (CalRecycle) has established various payment programs to make payments to qualifying jurisdictions; and

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the administration of the payment programs; and

WHEREAS, CalRecycle's procedures for administering payment programs require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of the payment program.

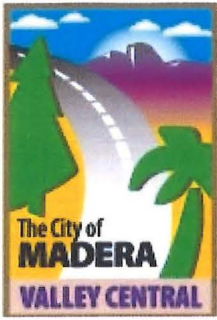
NOW, THEREFORE, BE IT RESOLVED that the City of Madera is authorized to submit an application to CalRecycle for any and all payment programs offered; and

BE IT FURTHER RESOLVED that the City Administrator, or his/her designee, is hereby authorized as Signature Authority to execute all documents necessary to implement and secure payment; and

BE IT FURTHER RESOLVED that this authorization is effective until rescinded by the Signature Authority or this Governing Body.

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

1. The above recitals are true and correct.
2. The City of Madera is authorized to submit a Used Oil Payment Program application to CalRecycle.
3. The City Administrator is hereby authorized as Signature Authority to execute all documents necessary to implement and secure payment under the OPP; and
4. This resolution is effective immediately upon adoption.

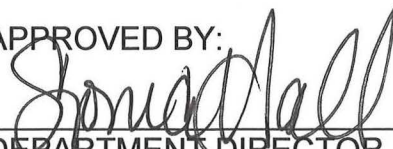


REPORT TO CITY COUNCIL

COUNCIL MEETING OF January 20, 2016

AGENDA ITEM NUMBER B-7

APPROVED BY:


DEPARTMENT DIRECTOR


For CITY ADMINISTRATOR

SUBJECT:

Consideration of a Resolution Authorizing the Acceptance of a Grant Award from the Housing Related Parks Program for and Authorization for the City Administrator to Execute the State of California Standard Agreement and Any and All Documents Necessary to Participate in the Grant Program

RECOMMENDATION:

Staff recommends that Council approve a resolution authorizing the acceptance of a Housing Related Parks Program grant award from the Department of Housing and Community Development and which also authorizes the City Administrator to execute all documents related to the award.

DISCUSSION:

On December 10, 2014, the Department of Housing and Community Development released a grant solicitation for the Housing-Related Parks Program (HRPP) for FY 2014-2015. The HRPP provides grants to eligible cities and counties to fund the expansion or improvement of a community's park facilities and successful awards do not require a match of local funds. The City responded to this solicitation by submitting an application for funding to develop Knox Park and a vacant parcel at 128 Sherwood Way. As a result of this application, the HRPP recently announced that the City would receive a grant totaling \$95,275. Since the award of the grant, the project has expanded to also include the Inclusive Play feature at Centennial Park. HRPP requires that recipients formally accept the grant in order to claim these funds and Staff urges Council to approve the attached resolution in order to meet this requirement. A resolution was approved on January 21, 2015 but the state requested that we rescind prior resolution No. 15-07 and approve an updated resolution that includes the grant award amount.

FISCAL IMPACT:

Acceptance of an HRPP award will not impact the General Fund because all revenue and expenses associated with the underlying projects will be applied to this grant.

VISION MADERA 2025 PLAN:

Acceptance of a grant award from the HRPP Program supports the objectives of Strategy 115 by seeking sufficient economic resources to provide adequate City services and prepare for future growth.

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CA
AUTHORIZING EXECUTION OF STATE STANDARD AGREEMENT FOR HOUSING
RELATED PARKS PROGRAM GRANT**

Whereas, the State of California, Department of Housing and Community Development (Department) issued a Notice of Funding Availability (NOFA) on December 10, 2014 under its Housing-Related Parks (HRP) Program; and

Whereas, by Resolution No. 15-07, the City of Madera (Applicant) was authorized to apply for a HRP Program Grant and submitted the 2014 Designated Program Year Application Package released by the Department for the HRP Program; and

Whereas, the Department is authorized to approve funding allocations for the HRP Program, subject to the terms and conditions of the NOFA, Program Guidelines, Application Package, and Standard Agreement; and

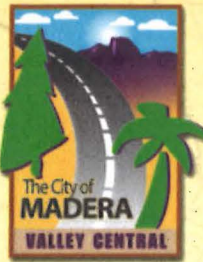
Whereas, the Department awarded Applicant an HRP Program Grant in the amount of \$95,275.

**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. Applicant is hereby authorized and directed to enter into, execute, and deliver a State of California Standard Agreement (Standard Agreement), for an HRP Program Grant in the amount of \$95,275, and any and all other documents required or deemed necessary or appropriate to secure the HRP Program Grant from the Department, and all amendments thereto (collectively, the "HRP Grant Documents").
3. Applicant shall be subject to the terms and conditions as specified in the Standard Agreement. Funds are to be used for allowable capital asset project expenditures to be identified in Exhibit A of the Standard Agreement. The application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application are enforceable through the Standard Agreement. Applicant hereby agrees to use the funds for eligible capital asset(s) in the manner presented in the application as approved by the Department and in accordance with the NOFA and Program Guidelines and Application Package.

4. The City Administrator, or his/her designee, is authorized to execute the HRP Grant Documents as required by the Department for participation in the HRP Program.

5. This resolution is effective immediately.



Return to Agenda

REPORT TO CITY COUNCIL

COUNCIL MEETING OF January 20, 2016
AGENDA ITEM NUMBER B-8

APPROVED BY:

DEPARTMENT DIRECTOR

CITY ADMINISTRATOR

**SUBJECT: CONSIDERATION OF A RESOLUTION APPROVING REQUEST FOR
OUTSIDE OF CITY WATER SERVICE FOR PROPERTY LOCATED AT
26533 ADELL STREET**

RECOMMENDATION:

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

1. Approving the request by Morris and Marjorie Davis for connection to the City's water system.
2. Authorizing the Mayor to execute the agreement and Covenant on behalf of the City.
3. Directing staff to record the agreement and covenant.

Engineering

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

www.madera-ca.gov

BACKGROUND:

The City has a policy wherein properties located outside the City Limits and are adjacent to the City water system, may under certain conditions, apply for and receive City water service.

SITUATION:

The property owners, Morris and Marjorie Davis, have an existing single family residence on a single parcel located on the north side of Adell Street, west of D Street. Mr. and Mrs. Davis have requested that they be allowed to connect to an existing 12-inch City water main on Adell Street, and have declared their request as an urgent matter as their on-site well is going dry.

The owners have signed the attached “**COVENANT TO ANNEX TO THE CITY OF MADERA AND WAIVE THE RIGHT TO PROTEST THERETO**”.

The Local Agency Formation Commission (LAFCO) has approved the connection to City water service outside the current City limits.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The installation of an outside the City Limits water service connection to the site is not specifically addressed in the vision or action plans.

RESOLUTION NO. 16-____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, APPROVING THE AGREEMENT WITH MORRIS AND MARJORIE
DAVIS FOR OUTSIDE OF CITY WATER SERVICE FOR 26533 ADELL STREET,
AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF
OF THE CITY**

WHEREAS, Morris and Marjorie Davis desire to connect the property located at
26533 Adell Street to the City water system; and

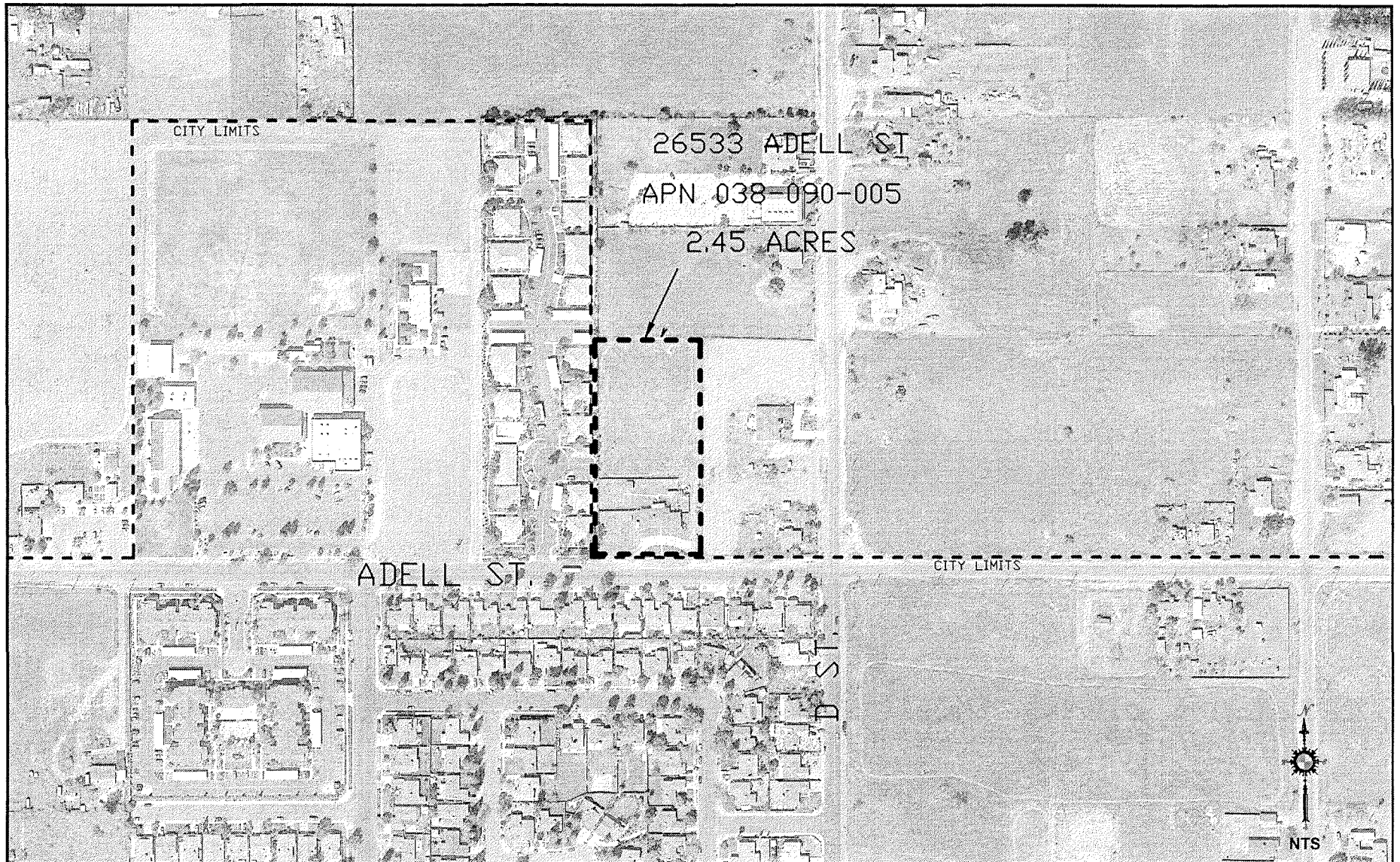
WHEREAS, the property is located in the unincorporated
territory of the County of Madera; and

WHEREAS, the City Council is willing to authorize said connection to the
City's water system, subject to certain conditions.

**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. That certain agreement for water system connection by
and between the City and Morris and Marjorie Davis, owners of the
property located on the north side of Adell Street, west of D Street, known
as 26533 Adell Street, a copy of which is on file in the Office of the City
Clerk and which reference is hereby made for full particulars as to terms
and conditions thereof, is approved.
3. The Covenant to Annex to the City of Madera and Waive the Right to
Protest Thereof, a copy of which is on file in the Office of the City Clerk and
which reference is hereby made for full particulars as to terms and
conditions thereof, is approved.
4. The Mayor is authorized and directed to execute said agreement and
covenant on behalf of the City.
5. Staff is hereby directed to record the Agreement and Covenant
6. This resolution is effective immediately upon adoption.

* * * * *



LOCATION MAP
OUTSIDE CITY WATER CONNECTION - 26533 ADELL ST
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

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

Fee Waived Per Section 27383 of the Government Code

No Doc. Tax Due

**AGREEMENT FOR OUTSIDE CITY LIMITS
WATER CONNECTION FOR 26533 ADELL STREET**

AGREEMENT MADE AND ENTERED INTO this ____ day of _____, 2016, by and between the CITY OF MADERA, a municipal corporation of the State of California, hereinafter called "CITY" and Morris and Marjorie Davis, hereinafter called "APPLICANT".

W I T N E S S E T H

WHEREAS, APPLICANT is the owner of that certain property consisting of 2.45 acres, more or less, located on the north side of Adell Street, west of D Street, known as 26533 Ellis Street, in the unincorporated territory of Madera County; and

WHEREAS, APPLICANT desires a water connection to serve APPLICANT'S property at said address; and

WHEREAS, CITY is willing to authorize said water connection subject to conditions agreeable to APPLICANT;

NOW, THEREFORE, the parties hereto agree as follows:

1. Subject to and in accordance with all of the conditions set forth in this agreement, CITY hereby authorizes APPLICANT to connect to existing water main in Adell Street to serve APPLICANT'S property located on the north side of Adell Street, west of D Street, which property is more particularly described as follows:

Lot 5 of Elbert Moore Subdivision, according to the official map thereof filed for record in the office of the County Recorder of Madera County California, on January 9, 1947 in Book 6 of Maps, at Page 40. (APN: 038-090-005)

2. Prior to any such installations, APPLICANT shall pay to CITY water impact fees which total \$845.00. Impact fees are based on one single family residence on a single parcel. Any additional development on site will be subject to additional CITY impact fees. APPLICANT shall also pay to City connection, permit, inspection or other fees as required, and 50% of the cost to install the 8-inch component of the 12-inch water main located in Adell Street, in the amount of \$2,916.75. On and after connection of APPLICANT'S property to the CITY water system, APPLICANT shall pay to CITY the monthly water service charges as determined by the Director of Finance.

3. APPLICANT agrees that connection at this time is for the purpose of providing domestic water service to property located on the north side of Adell Street, west of D Street. Any future water connection for property development purposes is subject to approval of CITY.

4. APPLICANT hereby agrees, prior to receipt of CITY water service, to install a water meter and a reduced pressure back flow prevention device at property line in accordance with City Standard Specifications and destroy any existing wells in accordance with the Madera County and California Department of Health Standards.

5. APPLICANT hereby agrees to the annexation to the CITY of all of APPLICANT'S property described herein and agrees to pay any and all fees and charges associated therewith and hereby irrevocably consents to the annexation of said real property as soon as the Subject Property meets the standards for annexation as determined by the City and waives any right to protest such annexation.

6. CITY reserves the right to terminate water service provided herein in the event of breach by APPLICANT of any of the terms of the agreement, including but not necessarily limited to the non-payment of monthly service charges. In no event shall APPLICANT'S consent to annexation, however, be considered revocable as a result of the terms of this paragraph.

7. This agreement shall be recorded and is considered a covenant running with the land and is binding upon APPLICANT, APPLICANT'S heirs, executors, administrators, assigns and successors in interest.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year hereinabove first written.

CITY OF MADERA

Accepted by:

By: _____

Keith B. Helmuth

City Engineer

CITY OF MADERA

By: _____

Robert L. Poythress, Mayor

OWNERS/APPLICANTS

ATTEST:

By: _____

Sonia Alvarez, City Clerk

By: Morris L. Davis
Morris L. Davis

By: Marjorie A. Davis
Marjorie A. Davis

APPROVAL AS TO FORM:

ATTACH NOTARY

ACKNOWLEDGEMENT

By: _____

Brent Richardson, City Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE §1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

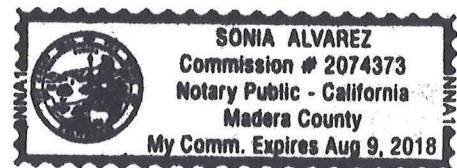
County of Madera)

On 1/13/16 before me, Sonia Alvarez, Notary Public, personally appeared **Morris L. Davis and Marjorie A. Davis**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Sonia Alvarez (Seal)



DESCRIPTION OF ATTACHED DOCUMENT (OPTIONAL)

Title or Type of Document: Agreement for Outside City Limits Water Connection for 26533 Adell St.

Document Date:

Number of Pages:

Signer(s) Other Than Named Above:

CAPACITY(IES) CLAIMED BY SIGNER(S)

Signer's Name:

Signer's Name:

Title:

Title:

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

Fee Waived

Per Section 27383 of the Government Code

No Doc. Tax Due

**COVENANT TO ANNEX TO THE CITY OF MADERA
AND WAIVE THE RIGHT TO PROTEST THERETO**

RECITALS

WHEREAS, the undersigned, Covenantors, hereby represent and warrant that they are the record owners of the real property (the "Subject Property") commonly known as 26533 Adell Street (APN 038-090-005), situated in the County of Madera, State of California, and more particularly described as:

Lot 5 of Elbert Moore Subdivision, according to the official map thereof filed for record in the office of the County Recorder of Madera County California, on January 9, 1947 in Book 6 of Maps, at Page 40. (APN: 038-090-005)

WHEREAS, the Covenantors hereby warrant that any and all parties having record title interest in the Subject Property which may ripen into a fee have subordinated to this instrument; and

WHEREAS, all such instruments of Subordination, if any are attached hereto and made a part of this instrument; and

WHEREAS, Covenantor's property currently is located in unincorporated portion of Madera County and are seeking permission from the City to connect to the City water system located adjacent to Covenantor's property.

COVENANTS

NOW, THEREFORE, the Covenantors hereby covenant, promise and agree with the City of Madera, for the benefit of said City its public property and the Subject Property, as follows:

1. The Covenantors hereby agree to willingly participate in the annexation of the Subject Property to the City of Madera, including filing an application for annexation and paying all applicable fees related thereto as soon as the Subject Property meets the standards for annexation as determined by the City.
2. The Covenantors hereby agree to the annexation of the Subject Property and waive any right to protest the annexation thereof.
3. Whenever the context hereof requires, the neuter shall include the masculine or feminine, or both, the singular shall include the plural. It is the intention hereof that this document shall constitute a covenant running with the Subject Property owned by the Covenantors, jointly and severally binding upon the undersigned and each of their heirs, representatives, successors and assigns.
4. The Covenant shall be released and of no further effect upon a written determination by the City Engineer of the City of Madera that its continued existence and enforcement are no longer necessary.

CITY OF MADERA

Accepted by:

By: _____

Keith B. Helmuth

City Engineer

CITY OF MADERA

By: _____

Robert L. Poythress, Mayor

ATTEST:

By: _____

Sonia Alvarez, City Clerk

COVENANTORS

By: Morris L. Davis

Morris L. Davis

By: Marjorie A. Davis

Marjorie A. Davis

APPROVAL AS TO FORM:

By: _____

Brent Richardson, City Attorney

ATTACH NOTARY

ACKNOWLEDGEMENT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE §1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

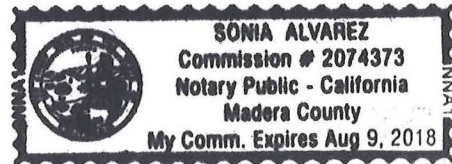
County of Madera)

On 1/13/16 before me, Sonia Alvarez, Notary Public, personally appeared **Morris L. Davis and Marjorie A. Davis**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Sonia Alvarez (Seal)



DESCRIPTION OF ATTACHED DOCUMENT (OPTIONAL)

Title or Type of Document: Covenant to Annex to the City of Madera and Waive the Right to Protest Thereto

Document Date:

Number of Pages:

Signer(s) Other Than Named Above:

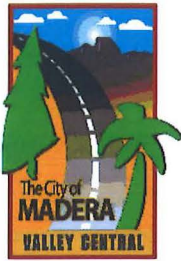
CAPACITY(IES) CLAIMED BY SIGNER(S)

Signer's Name:

Signer's Name:

Title:

Title:



REPORT TO THE CITY COUNCIL

COUNCIL MEETING OF January 20, 2016

AGENDA ITEM NUMBER B-9

APPROVED BY

GRANT ADMINISTRATOR

CITY ADMINISTRATOR

SUBJECT: Consideration of a Resolution Approving the Submission of an Application to the State Department of Parks and Recreation for the Land and Water Conservation Fund Grant

DISCUSSION:

On February 14, 1963, President Kennedy's Administration proposed legislation to establish a "Land and Water Conservation Fund" to assist States in planning, ACQUISITION, and DEVELOPMENT of recreation lands. With bipartisan support, President Johnson signed it into law on September 3, 1964, and still continues today to fund the Land and Water Conservation Fund (LWCF). The LWCF program is currently administered nationally by the National Park Service (NPS). California receives an annual apportionment that is administered by CA State Parks and Recreation. Approximately 60% of the annual apportionment to California is made available for local agency competitive grants. The maximum grant request is \$2,000,000.

The following six actions are established in California's 2015 Statewide Comprehensive Outdoor Recreation Plan (SCORP) and are the basis of the LWCF Project Selection Criteria.

1. Create new parks within a half mile of underserved communities.
2. Expand existing parks to increase the ratio of park acreage per resident in underserved areas.
3. Renovate existing or create new outdoor facilities within existing parks not currently under federal 6(f)(3) protection.
4. Provide community space for healthy lifestyles, children's play areas, environmental justice, cultural activities, and historic preservation.
5. Engage community residents during the project concept and design process.
6. Increase the inventory of California Wetlands under federal 6(f)(3) protection that also meets public outdoor recreation needs through the efforts of multiple agencies.

Staff is in the process of analyzing whether or not LWCF grant resources are an appropriate fit for gap funding for an existing expansion project at Madera Sunrise Rotary Park. Staff is requesting permission

to apply for this cycle, due February 2, 2016, should we determine that project goals and available resources meet the criteria from the granting agency.

Match Requirements: LWCF provides up to 50 percent project funding. Eligible matches include local budget funds, donated funds, and the value of property, equipment, materials, and/or labor. Pre-agreement design and engineering costs may be eligible, but all other project costs and match must occur within the project period. The city may also use state funds, but Federal funds are not allowable with the exception of CDBG and MAP 21 grants. This is a reimbursement only program so the city must be able to finance the entire project first, and then submit to the state for up to 50% reimbursement.

FINANCIAL IMPACT:

Staff is intending to utilize state funds and eligible federal funds as the in-kind match. Staff will also use the property value and the value of equipment and labor. The General Fund should not be impacted by receipt of an award from the Land and Water Conservation Fund grant.

CONSISTENCY WITH VISION MADERA 2025:

Submission of an application to the CA State Parks and Recreation for the Land and Water Conservation Fund grant will support the Vision Plan's commitment to enhance and expand recreational activities available within our community. (Strategy 411)

RESOLUTION NO: 2016 - _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA
APPROVING THE APPLICATION FOR LAND
AND WATER CONSERVATION FUND - MADERA SUNRISE ROTARY PARK PROJECT**

WHEREAS, the Congress under Public Law 88-578 has authorized the establishment of a federal Land and Water Conservation Fund Grant-In-Aid program, providing Matching funds to the State of California and its political subdivisions for acquiring lands and developing Facilities for public outdoor recreation purposes; and

WHEREAS, the California Department of Parks and Recreation is responsible for administration of the program in the State, setting up necessary rules and procedures governing Applications by local agencies under the program; and

WHEREAS, the Applicant certifies by resolution the approval of the Application and the availability of eligible Matching funds prior to submission of the Application to the State; and

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

1. Approves the filing of an Application for Land and Water Conservation Fund assistance for the proposed; Madera Sunrise Rotary Park Project.
2. Agrees to abide by Section 6(f)(3) of Public Law 88-578 which states "No property acquired or developed with assistance under this section shall, without the approval of the National Secretary of the Interior, be converted to other than public outdoor recreation uses. The Secretary shall approve such conversion only if he finds it to be in accord with the then existing comprehensive statewide outdoor recreation plan and only upon such conditions as he deems necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location."
3. Certifies that said agency will provide matching funds from eligible source(s) and can finance 100 percent of the Project, which up to half may be reimbursed; and
4. Appoints the City Administrator as agent of the Applicant to conduct all negotiations and execute and submit all documents, including, but not limited to, Applications, Contracts, and amendments subject to approval of the City Attorney, payment requests, and compliance with all applicable current state and federal laws which may be necessary for the completion of the aforementioned Project.
5. This resolution is effective immediately upon approval.

REPORT TO THE CITY COUNCIL

COUNCIL MEETING OF:
January 20, 2016

AGENDA ITEM NUMBER:
C-1

Approved By:


PLANNING MANAGER


CITY ADMINISTRATOR

SUBJECT: Second Reading and Consideration of Adoption of an Ordinance of the City Council of the City of Madera, California Amending Title IV: Chapter 15: Medical Marijuana, of the Madera Municipal Code to Provide for Compliance with the Medical Marijuana Regulation and Safety Act.

RECOMMENDATION:

In order to address the requirements of the recently adopted Medical Marijuana Regulation and Safety Act, staff and the Planning Commission recommend City Council approval of the ordinance.

DISCUSSION:

The State of California recently adopted into law three distinct pieces of legislation that impact the cultivation and use of medical marijuana. Cumulatively, they make up the Medical Marijuana Regulation and Safety Act. An overview of the new state legislation is as follows:

- Cities may prohibit or regulate medical marijuana businesses within their jurisdictions.
- All medical marijuana businesses – dispensary sales, delivery service, cultivation, transport or distribution – must have a state license.
- A medical marijuana business in any city may only operate if it has permission from the state and permission from the city (dual licensing).
- Revocation of local permission to operate means a medical marijuana business must terminate operation.
- There are civil penalties for operating without a state license.

The City's current ordinance governing medical marijuana may not adequately address the new laws and subsequently needs to be updated. This update to current ordinance would protect the City's authority to govern itself. In acknowledging its authority to govern itself, the new ordinance specifically prohibits the following activities:

- Commercial cannabis activities of all types in all zones within the City;
- All deliveries of medical cannabis, whether the delivery originates or terminates within the City;
- All activities for which a state license is required under the Medical Marijuana Regulation and Safety Act ; and
- All cultivation of cannabis for non-commercial purposes (even for medical purposes) in all zones of the City.

The new ordinance declares the activities above to be public nuisances to be abated by the City by all available remedies.

The ordinance was considered by the Planning Commission at its December 8, 2015 meeting. The City Council introduced the ordinance at its January 6, 2016 meeting. The second reading and adoption of the ordinance would complete the process. The ordinance is attached as Exhibit "A".

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The ordinance amendment will further the core vision statements in the Vision Plan of "a well-planned city" by incorporating "best zoning practices."

ATTACHED:

Exhibit A – Proposed Ordinance

Exhibit B – Planning Commission Resolution No. 1800

EXHIBIT 'A'

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
MADERA, CALIFORNIA DELETING CHAPTER 15 OF TITLE IV
OF THE MADERA MUNICIPAL CODE IN ITS ENTIRETY AND
ADDING A NEW CHAPTER 15 TO TITLE IV PROHIBITING ALL
COMMERCIAL MEDICAL MARIJUANA USES IN THE CITY
AND PROHIBITING CULTIVATION FOR MEDICAL USE BY A
QUALIFIED PATIENT OR PRIMARY CAREGIVER.**

THE CITY COUNCIL OF THE CITY OF MADERA DOES ORDAIN AS FOLLOWS:

SECTION 1. Findings and Purpose. The City Council finds and declares as follows:

A. In 1996, the voters of the State of California approved Proposition 215 (codified as California Health and Safety Code § 11362.5 and entitled "The Compassionate Use Act of 1996" or "CUA").

B. The intent of Proposition 215 was to enable persons who are in need of marijuana for medical purposes to use it without fear of criminal prosecution under limited, specified circumstances. The proposition further provides that "nothing in this section shall be construed to supersede legislation prohibiting persons from engaging in conduct that endangers others, or to condone the diversion of marijuana for non-medical purposes." The ballot arguments supporting Proposition 215 expressly acknowledged that "Proposition 215 does not allow unlimited quantities of marijuana to be grown anywhere."

C. In 2004, the Legislature enacted Senate Bill 420 (codified as California Health & Safety Code § 11362.7 et seq. and referred to as the "Medical Marijuana Program" or "MMP") to clarify the scope of Proposition 215 and to provide qualifying patients and primary caregivers who collectively or cooperatively cultivate marijuana for medical purposes with a limited defense to certain specified State criminal statutes. Assembly Bill 2650 (2010) and Assembly Bill 1300 (2011) amended the Medical Marijuana Program to expressly recognize the authority of counties and cities to "[a]dopt local ordinances that regulate the location, operation, or establishment of a medical marijuana cooperative or collective" and to civilly and criminally enforce such ordinances.

D. In City of Riverside v. Inland Empire Patients Health and Wellness Center, Inc. (2013) 56 Cal.4th 729, the California Supreme Court held that "[n]othing in the CUA or the MMP expressly or impliedly limits the inherent authority of a local jurisdiction, by its own ordinances, to regulate the use of its land. . . ." Additionally, in Maral v. City of Live Oak (2013) 221 Cal.App.4th 975, the Court of Appeal held that "there is no right – and certainly no constitutional right – to cultivate medical marijuana. . . ." The Court in Maral affirmed the ability of a local governmental entity to prohibit the cultivation of marijuana under its land use authority.

E. The Federal Controlled Substances Act, 21 U.S.C. § 801 et seq., classifies marijuana as a Schedule 1 Drug, which is defined as a drug or other substance that has a high potential for abuse, that has no currently accepted medical use in treatment in the United States, and that has not been accepted as safe for use under medical supervision. The Federal

Controlled Substances Act makes it unlawful under federal law for any person to cultivate, manufacture, distribute or dispense, or possess with intent to manufacture, distribute or dispense, marijuana. The Federal Controlled Substances Act contains no exemption for medical purposes, although there is recent case law that raises a question as to whether the Federal Government may enforce the Act where medical marijuana is allowed.

F. On October 9, 2015 Governor Brown signed 3 bills into law (AB 266, AB 243, and SB 643) which collectively are known as the Medical Marijuana Regulation and Safety Act (hereafter "MMRSA"). The MMRSA set up a State licensing scheme for commercial medical marijuana uses while protecting local control by requiring that all such businesses must have a local license or permit to operate in addition to a State license. The MMRSA allows the City to completely prohibit commercial medical marijuana activities.

G. The City Council finds that commercial medical marijuana activities, as well as cultivation for personal medical use as allowed by the CUA and MMP can adversely affect the health, safety, and well-being of City residents. Citywide prohibition is proper and necessary to avoid the risks of criminal activity, degradation of the natural environment, malodorous smells and indoor electrical fire hazards that may result from such activities. Further, as recognized by the Attorney General's August 2008 Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use, marijuana cultivation or other concentration of marijuana in any location or premises without adequate security increases the risk that surrounding homes or businesses may be negatively impacted by nuisance activity such as loitering or crime.

H. The limited immunity from specified state marijuana laws provided by the Compassionate Use Act and Medical Marijuana Program does not confer a land use right or the right to create or maintain a public nuisance.

I. The MMRSA contains language that requires the city to prohibit cultivation uses by March 1, 2016 either expressly or otherwise under the principles of permissive zoning, or the State will become the sole licensing authority. The MMRSA also contains language that requires delivery services to be expressly prohibited by local ordinance, if the City wishes to do so. The MMRSA is silent as to how the City must prohibit other type of commercial medical marijuana activities.

J. While the City Council believes that cultivation and all commercial medical marijuana uses are prohibited under the City's permissive zoning regulations, it desires to enact this ordinance to expressly make clear that all such uses are prohibited in all zones throughout the City.

SECTION 2. Authority. This ordinance is adopted pursuant to the authority granted by the California Constitution and State law, including but not limited to Article XI, Section 7 of the California Constitution, the Compassionate Use Act, the Medical Marijuana Program, and The Medical Marijuana Regulation and Safety Act.

SECTION 3. Chapter 15 of Title IV of the Madera Municipal Code is hereby deleted in its entirety and replaced as follows:

Chapter 15

MEDICAL MARIJUANA AND CULTIVATION

§4-15.01 DEFINITIONS

“*Cannabis*” shall have the same meaning as set forth in Business & Professions Code § 19300.5(f) as the same may be amended from time to time.

“*Caregiver*” or “*primary caregiver*” shall have the same meaning as set forth in Health & Safety Code § 11362.7 as the same may be amended from time to time.

“*Commercial cannabis activity*” shall have the same meaning as that set forth in Business & Professions Code § 19300.5(k) as the same may be amended from time to time.

“*Cooperative*” shall mean two or more persons collectively or cooperatively cultivating, using, transporting, possessing, administering, delivering or making available medical marijuana, with or without compensation.

“*Cultivation*” shall have the same meaning as set forth in Business & Professions Code § 19300.5(l) as the same may be amended from time to time.

“*Cultivation site*” shall have the same meaning as set forth in Business & Professions Code § 19300.5 (x) as the same may be amended from time to time.

“*Delivery*” shall have the same meaning as set forth in Business & Professions Code § 19300.5(m) as the same may be amended from time to time.

“*Dispensary*” shall have the same meaning as set forth in Business & Professions Code § 19300.5(n) as the same may be amended from time to time. For purposes of this Chapter, “Dispensary” shall also include a cooperative. “Dispensary” shall not include the following uses: (1) a clinic licensed pursuant to Chapter 1 of Division 2 of the California Health and Safety Code, (2) a health care facility licensed pursuant to Chapter 2 of Division 2 of the California Health and Safety Code, (3) a residential care facility for persons with chronic life-threatening illnesses licensed pursuant to Chapter 3.01 of Division 2 of the California Health and Safety Code, (4) a residential care facility for the elderly licensed pursuant to Chapter 3.2 of Division 2 of the California Health and Safety Code, (5) a residential hospice or home health agency licensed pursuant to Chapter 8 of Division 2 of the California Health and Safety Code.

“*Dispensing*” shall have the same meaning as set forth in Business & Professions Code § 19300.5(o) as the same may be amended from time to time.

“*Distribution*” shall have the same meaning as set forth in Business & Professions Code § 19300.5(p) as the same may be amended from time to time.

“*Distributor*” shall have the same meaning as set forth in Business & Professions Code § 19300.5(q) as the same may be amended from time to time.

“*Manufacturer*” shall have the same meaning as set forth in Business & Professions Code § 19300.5(y) as the same may be amended from time to time.

“Manufacturing site” shall have the same meaning as set forth in Business & Professions Code § 19300.5(af) as the same may be amended from time to time.

“Medical cannabis,” “medical cannabis product,” or *“cannabis product”* shall have the same meanings as set forth in Business & Professions Code § 19300.5(ag) as the same may be amended from time to time.

“Medical Marijuana Regulation and Safety Act” or *“MMRSA”* shall mean the following bills signed into law on October 9, 2015 as the same may be amended from time to time: AB 243, AB 246, and SB 643.

“Nursery” shall have the same meaning as set forth in Business & Professions Code § 19300.5(ah) as the same may be amended from time to time.

“Qualifying patient” or *“Qualified patient”* shall have the same meaning as set forth in Health & Safety Code § 11362.7 as the same may be amended from time to time.

“Testing laboratory” shall have the same meaning as set forth in Business & Professions Code § 19300.5(z) as the same may be amended from time to time.

“Transport” shall have the same meaning as set forth in Business & Professions Code § 19300.5(am) as the same may be amended from time to time.

“Transporter” shall have the same meaning as set forth in Business & Professions Code § 19300.5(aa) as the same may be amended from time to time.

§4-15.02 PROHIBITION.

- A. Commercial cannabis activities of all types are expressly prohibited in all zones and all specific plan areas in the City of Madera. No person shall establish, operate, conduct or allow a commercial cannabis activity anywhere within the City.
- B. To the extent not already covered by subsection A above, all deliveries of medical cannabis are expressly prohibited within the City of Madera. No person shall conduct any deliveries that either originate or terminate within the City.
- C. This section is meant to prohibit all activities for which a State license is required. Accordingly, the City shall not issue any permit, license or other entitlement for any activity for which a State license is required under the MMRSA.
- D. Cultivation of cannabis for non-commercial purposes, including cultivation by a qualified patient or a primary caregiver, is expressly prohibited in all zones and all specific plan areas in the City of Madera. No person, including a qualified patient or primary caregiver, shall cultivate any amount of cannabis in the City, even for medical purposes.

§4-15.03 PUBLIC NUISANCE.

Any use or condition caused, or permitted to exist, in violation of any provision of this Chapter 15 shall be, and hereby is declared to be, a public nuisance and may be summarily abated by the City pursuant to Code of Civil Procedure Section 731 or any other remedy available to the City.

§4-15.04 CIVIL PENALTIES.

In addition to any other enforcement permitted by this Chapter 15, the City Attorney may bring a civil action for injunctive relief and civil penalties pursuant to this code against any person or entity that violates this Chapter. In any civil action brought pursuant to this Chapter, a court of competent jurisdiction may award reasonable attorneys fees and costs to the prevailing party.

SECTION 4. Nothing in this Ordinance shall be interpreted to mean that the City's permissive zoning scheme allows any other use not specifically listed therein.

SECTION 5. CEQA. This ordinance is exempt from CEQA pursuant to CEQA Guidelines section 15305, minor alterations in land use limitations in areas that do not result in any changes in land use or density and section 15061(b)(3) which is the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment and CEQA does not apply where it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment. The City's permissive zoning provisions already prohibits all uses that are being expressly prohibited by this ordinance. Therefore, this ordinance has no impact on the physical environment as it will not result in any changes.

SECTION 6. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or void for any other reason.

SECTION 7. This Ordinance shall be effective and of full force and effect at 12:01 a.m. on the thirty-first day after its passage.

* * * * *

RESOLUTION NO. 1800

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MADERA RECOMMENDING TO THE CITY COUNCIL OF THE CITY OF MADERA ADOPTION OF AN ORDINANCE DELETING CHAPTER 15 OF TITLE IV OF THE MADERA MUNICIPAL CODE IN ITS ENTIRETY AND ADDING A NEW CHAPTER 15 TO TITLE IV PROHIBITING ALL COMMERCIAL MEDICAL MARIJUANA USES IN THE CITY AND PROHIBITING CULTIVATION FOR MEDICAL USE BY A QUALIFIED PATIENT OR PRIMARY CAREGIVER.

WHEREAS, the City of Madera has adopted the mandatory elements of the General Plan, as required by the State of California; and

WHEREAS, the City has adopted regulations and established policies toward the betterment of public welfare; and

WHEREAS, the City has adopted zoning regulations and established land use zones to further implement the General Plan; and

WHEREAS, State law also provides for periodic review, updates, and amendments of its various Plans and Codes; and

WHEREAS, the Planning Commission recommends to the City Council of the City of Madera adoption of an ordinance amendment deleting Chapter 15 of Title IV of the Madera Municipal Code in its entirety and adding a new Chapter 15 of Title IV prohibiting all commercial medical marijuana uses in the City and prohibiting cultivation for medical use by a qualified patient or primary caregiver; and

WHEREAS, the Madera Municipal Code authorizes the Planning Commission to initiate Code Amendments through adoption of a Resolution; and

WHEREAS, the Planning Commission has completed its final review and evaluated information contained in the Staff Report.

NOW THEREFORE BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF MADERA AS FOLLOWS:

1. The above recitals are true and correct.

2. The proposed ordinance is exempt under Section 15061(b)(3) of the California Environmental Quality Act.

3. It is recommended that the City Council of the City of Madera adopt an ordinance deleting Chapter 15 of Title IV of the Madera Municipal Code in its entirety and adding a new Chapter 15 of Title IV as set forth in the attached Exhibit 'A'.

4. This resolution is effective immediately upon adoption.

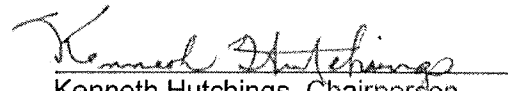
* * * * *

Passed and adopted by the Planning Commission of the City of Madera this 8th day of December 2015, by the following vote:

AYES: Ruben Mendoza, Pamela Tyler, Jim DaSilva, Jeff Dal Cerro,
NOES: Robert Gran, Jr., Kenneth Hutchings

ABSTENTIONS: None

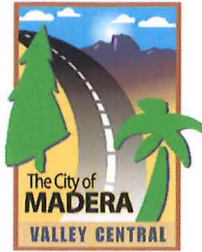
ABSENT: Bruce Norton


Kenneth Hutchings, Chairperson
City Planning Commission

Attest:


Christopher Boyle
Planning Manager

REPORT TO THE CITY COUNCIL



COUNCIL MEETING OF:
January 20, 2016

AGENDA ITEM NUMBER:
C-2

Approved By:


COMMUNITY DEVELOPMENT DIRECTOR
FOR THE CITY ADMINISTRATOR

SUBJECT: Consideration of a Resolution Initiating an Application to the Madera Local Agency Formation Commission to Reorganize Boundaries and Annex the Community of Parksdale into the City Limits.

RECOMMENDATION:

Staff recommends that the Council adopt a resolution initiating an application to reorganize and annex Parksdale into the City limits.

SUMMARY:

In 2014, the Madera Local Agency Formation Commission approved the Southeast Madera Development (SMD) Annexation with a condition that the City also file an application to annex the adjacent unincorporated community of Parksdale. During the course of tax sharing agreement negotiations, Madera County has also identified the need for the City to annex the unincorporated communities along the urban fringe as the City grows outwardly. For these reasons, staff recommends that the City Council initiate an annexation application for Parksdale. The registered voters and landowners in Parksdale will have the opportunity to determine whether they wish to be brought into the City limits.

DISCUSSION:

The SMD project includes about 340 acres of future master planned neighborhoods at the southeast corner of the City limits. Filing the Parksdale application will allow the SMD annexation to record. Importantly, it will also address a long-standing concern by the County and LAFCO that the City not intentionally avoid the disadvantaged community as it develops new neighborhoods within the State Center Community College Planning Area. If an annexation application is submitted, the voters and landowners within Parkdale will ultimately decide whether they wish to be annexed. Madera LAFCO will provide the opportunity for protests as part of the process, with the possibility of following outcomes:

- If 50 percent or more of the registered voters within the proposed annexation area protest, the annexation will be terminated.
- If protests are received from at least 25 percent, but less than 50 percent, of the registered voters, a formal election will be required to decide the outcome.
- If protests are received from at least 25 percent of the number of owners of land who also own at least 25 percent of the assessed value of land within the affected territory, a formal election will be required to decide the outcome.

In addition to the recommended resolution formally initiating the process, two key elements of the annexation application are a rezoning of Parksdale and an agreement with the County on property tax disposition. The rezoning was considered by the Planning Commission on January 12th, where it recommended approval. The City Council will hold a public hearing and consider introduction of the rezoning ordinance on February 3rd, and potentially conduct a second reading and adopt on February 17th. A property tax exchange agreement for Parksdale is necessary due to the absence of a master tax sharing agreement. A draft property tax exchange agreement, based on the property tax terms of the prior master agreements, has been delivered to the County for its consideration. No response had been received as of the time this report was finalized.

County Service Area (CSA-3) currently provides sewer and water service to the Parksdale community. If annexation occurs, CSA-3 would be dissolved or its boundaries modified so that the City would become the sole service provider for the area. The "Plan of Service" for Parksdale, which is also a part of the annexation application, will state that existing infrastructure will be utilized for the near term. Over time, improvements to the existing systems will be made in accordance with the City's master utility plans and a recently completed evaluation of existing infrastructure.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The proposed project does not directly implement or respond to Vision Madera 2025, though the annexation and resulting elimination of service level and governance inconsistencies may be viewed as consistent with the first of the four core vision statements ... "a well-planned city".

FINANCIAL IMPACT:

Application and processing costs for the annexation are anticipated to be between \$5000 and \$10,000. If Parksdale is annexed, the City would become sole service provider for the area, and would bear any costs not otherwise covered through the collection of normal fees for services. Because no additional development in Parkdale is proposed in the near term, sales and property tax increases are not expected.

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA INITIATING AN
APPLICATION TO THE MADERA LOCAL AGENCY FORMATION COMMISSION TO
REORGANIZE BOUNDARIES AND ANNEX THE COMMUNITY OF PARKSDALE
INTO THE CITY LIMITS.**

WHEREAS, in conjunction with its consideration and approval of the Southeast Madera Development Annexation, the Madera Local Agency Formation Commission required the City of Madera to make application to annex the adjacent unincorporated community of Parksdale ("Parksdale"), with boundaries identified in "Exhibit A" to this Resolution; and

WHEREAS, Parksdale is located within the City's sphere of influence and the City's Urban Growth Boundary as defined in the most recent update of its comprehensive General Plan and annexation of Parksdale represents a logical extension of the City's boundaries; and

WHEREAS, public services in Parksdale, including sewer and water service, are provided in all or in part by County Service Area (CSA) 3, which utilizes existing infrastructure and equipment to provide said services; and

WHEREAS, the City wishes to make application to reorganize the boundaries of Parksdale to annex the community into the City limits and to dissolve or modify the boundaries of CSA-3 in a manner which eliminates conflicts and overlap between service providers in Parksdale; and

WHEREAS, existing infrastructure is adequate to serve demand at existing levels in Parksdale and adequate plans are in place to make improvements to existing systems to correct existing deficiencies and expand capacity to meet future demand; and

WHEREAS, the City Council has determined that, pursuant to Government Code §56652(a) that it is in the best interest of the City of Madera to adopt a resolution to initiate an application for reorganization of the area generally referred to as Parksdale identified in the map attached hereto and incorporated herein by reference as "Exhibit A".

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

1. The above recitals are true and correct.
2. The City of Madera is capable of providing adequate services to Parksdale to serve existing and future, projected demands.

3. The furnishing of adequate services when such services are needed within Parksdale will not result in a significant negative fiscal, service level, or other impacts to the detriment of those already enjoying such services.
4. The Community Development Director is hereby directed to complete and submit all materials required to make application to the Madera LAFCO on behalf of the City for the reorganization of the jurisdictional boundaries and annexation into the City of area identified in Exhibit A and for the dissolution or modification of the boundaries of CSA 3 to eliminate conflicts and overlap between service providers in Parksdale.
5. This resolution is effective immediately upon adoption.

* * * * *

Parksdale Annexation-Option 2

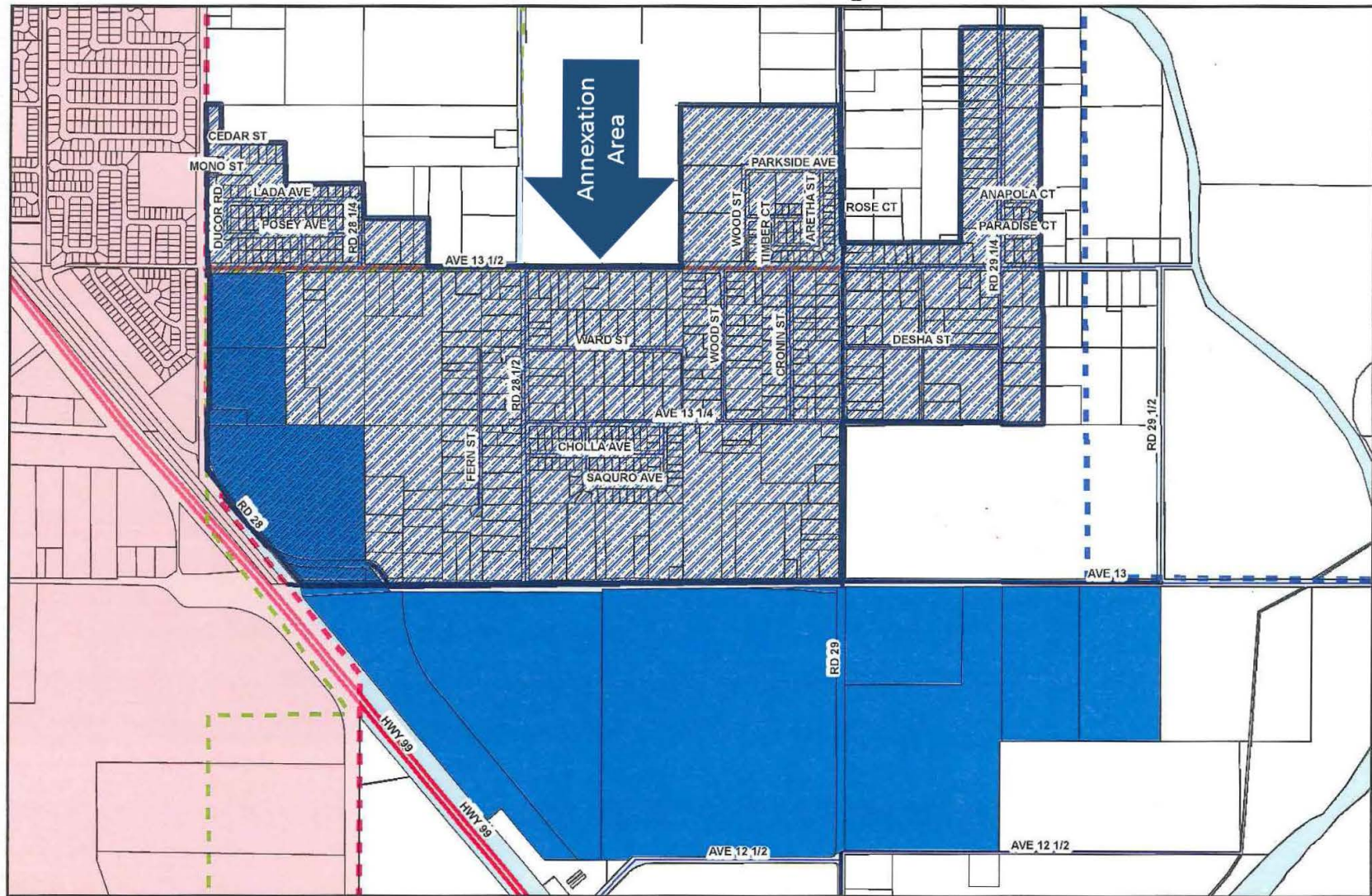


Exhibit A

LIVE UNITED



United Way Fresno
and Madera Counties

January 29, 2015

To the Madera City Council:

I respectfully request that United Way Fresno and Madera Counties be placed on the January 20, 2016 agenda for the Madera City Council meeting. During our presentation we would like the opportunity to explain the types of programs that we currently offer and to discuss with the Council what other possible areas that United Way Fresno and Madera Counties might help to improvement the quality of life in the community.

Sincerely,



Bob Reyes

Interim President/CEO

RECEIVED

City of Madera City Clerk

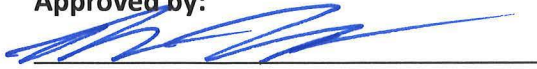
By: P. Alvarez

Date: 12/29/15

C: City Administrator
City Attorney
Comm. Dev. Dir.

REPORT TO THE MADERA CITY COUNCIL

Approved by:



City Attorney


City Clerk

Council Meeting of: 1/20/16

Agenda Number: E-1


City Administrator

SUBJECT: Discussion and Request for Direction on Council District 1 Vacancy

RECOMMENDATION: Staff requests that Council provide direction on filling the vacancy for Council District 1.

SUMMARY: Council Member Sally Bompreszi was elected to office in 2014 for a four year term. On 12/16/15, Council Member Bompreszi submitted her resignation from the City Council to take effect 12/17/15 thereby creating a vacancy in District 1.

Per GC §36512(b), the City Council has 60 days from the commencement of the vacancy, until 2/14/16, to either fill the vacancy by appointment or call a special election to fill the vacancy. Regardless of whether the Council elects to appoint someone to fill the vacancy or not, the Council must still call a special election to be held on June 7, 2016.

DISCUSSION:

Per GC §36512(b), the Council has 60 days to either fill the Council vacancy by appointment or call a special election. AB 952, Local Government Vacancies, introduced and adopted in 2015, amended the process by which vacancies in an elective office are filled. The legislation, which took effect January 1, 2016, considers whether the vacancy occurred in the first or second half of the term of office and the number of days before a regularly established election date. Regardless of whether the Council elects to appoint someone to fill the vacancy or not, the Council must still call a special election to be held on June 7, 2016.

METHODS OF FILLING VACANCY

A person seeking an elective office on the City Council must reside within the district and be a registered voter in that district. MMC 2-1.21(B).

- A. Special Election – Council calls for a special election to be held June 7, 2016, the next regularly established election date not less than 114 days from the call of the special election. The election must be called by 2/14/16. The person elected and qualified to fill the vacancy holds office for the unexpired term of the former incumbent, the first regular meeting in December of 2018. GC §36512(b)(1).

- B. Appointment – The appointment of a qualified individual must be made by 2/14/16. The individual appointed shall hold office until the next general municipal election, June 7, 2016, and thereafter until a person is elected and qualified to fill the vacancy.

Since the vacancy occurred during the first half of the term of office for District 1, and at least 130 days prior to the next general municipal election, the person appointed shall hold office until the next general municipal election that is scheduled 130 or more days after the date the Council is notified of the vacancy, and thereafter until a person is elected and qualified to fill the vacancy. GC §36512(b)(2)(A).

If the vacancy had occurred during the first half of a term of office but less than 130 days prior to the next general municipal election, or if the vacancy occurs in the second half of a term of office, the person appointed to fill the vacancy holds office for the unexpired term of the former incumbent. GC §36512(b)(2)(B).

STAFF DIRECTION

Staff requests that the Council consider the following options and provide staff direction.

Option 1: Appointment to Fill Vacancy and Call a Special Election

1. Direct staff to agendize for the 2/3/16 Council meeting the calling of a special election to be held June 7, 2016. GC §36512(b), and;
2. Direct staff to advertise and accept applications for appointment. (See Exhibit A application.) Timeline for application process:
 - a. Publish vacancy notice by 1/23/16. (See Exhibit “B”.)
 - b. Accept applications from 1/25/16-2/5/16.
 - c. Schedule special meeting 2/11/16, 5:30 p.m. – Conduct candidate interviews and/or make an appointment. Interviews must be held in open session.

OR

3. Council Presents Nominations
 - a. Council is prepared to make nominations at the next regular meeting on 2/3/16.
 - b. Direct staff to agendize for nominations, interviews, and/or make an appointment.

Option 2: Call a Special Election

1. District 1 seat remains vacant until a person is elected and qualified.
2. Direct staff to agendize for the 2/3/16 Council meeting the calling of a special election to be held June 7, 2016. GC §36512(b).

FINANCIAL IMPACT: Costs are limited to publication of vacancy notice and normal operating expenses if the Council chooses to fill the vacancy by appointment. The estimated cost to hold a special election in June is \$16,200.

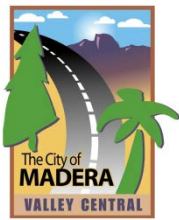
VISION AND ACTION PLAN: The requested action is related to Strategy 302 – District Representation.

Attachments:

Exhibit A – Sample Application

Exhibit B – Sample Vacancy Notice

Exhibit C - District 1 Map



CITY OF MADERA
APPLICATION FOR APPOINTMENT
COUNCIL MEMBER DISTRICT 1

- ♦ APPLICANT MUST BE A RESIDENT AND REGISTERED VOTER IN DISTRICT 1 OF THE CITY OF MADERA
- ♦ THE APPOINTED COUNCIL PERSON IS REQUIRED TO FILE A STATEMENT OF ECONOMIC INTERESTS PURSUANT TO THE POLITICAL REFORM ACT OF 1974

Return by: Original applications must be returned by 5:00 p.m. on Friday, February 5, 2016 (Applications accepted 1/25/16-2/5/16) (No postmarks, faxes or emails will be accepted)	Return to: City of Madera Office of the City Clerk 205 West Fourth Street, Madera, CA 93637 (559) 661-5405
---	--

Name: _____ Home Phone: _____

Home Address: _____ Years at current address: _____

Alternate Phone: _____ Email address: _____

Have you lived at any other address in Madera: Yes _____ No _____

If yes, give previous address: _____

Employer: _____

Employer's Address: _____ Employer Phone: _____

Occupation: _____ Length of Employment: _____

Education (Highest Grade Completed): _____

Licenses or special certificates held: _____

Name, location of Colleges/Universities Attended	Major	Degree	Last Year Attended

Have you ever been convicted of any crime or violation of any law or statute other than minor traffic violations?

Yes _____ No _____ (If yes, please attach a separate sheet of explanation.)

Prior or Current Civic Experience (Include Membership in Professional, charitable or community organizations)	Office Held (if any)	Dates of Membership

I declare under penalty of perjury that all statements in this application and the attached responses are true and complete to the best of my knowledge and belief.

Signature: _____ Date: _____

Print Name: _____

FOR CITY CLERK USE ONLY:
Date Rec: _____
By: _____

ANSWERS TO QUESTIONS ARE REQUIRED. PLEASE USE NO MORE THAN FIVE TYPED OR HANDWRITTEN PAGES FOR ALL OF YOUR ANSWERS.

1. Why do you want to be appointed to the City Council? What do you feel you will bring to the position?
2. What future plans do you have for seeking elected or appointive office at any level of government?
3. Look 10 years into the future and describe what you want Madera to look like and why.
4. What do you see as the role of the City Council? What do you see as the role of City Staff?
5. Give an example of how you would resolve a situation where your personal philosophy is at odds with what is best for the City.
6. What would you do if you were contacted directly by a resident or business to resolve a city related problem?
7. If you are currently contracting with or providing services to the City, are you willing to suspend those activities?
8. What do you see as the biggest challenges facing Madera next year?
9. What are your three top priorities for the City?
10. What do you feel needs to be done to maintain and enhance the City's economic health?
11. Circumstances outside the City's control can and have impacted dramatically the City's budget. What approach would you take as a Council Member to balance the budget or address the issues?
12. Have you reviewed the City's budget and are you familiar with where and how the City receives its funding?
13. Have you reviewed the City's General Plan?
14. Have you attended and/or participated in any civic meetings and if so, which ones and describe your participation.

CANDIDATES MAY BE INVITED FOR AN ORAL INTERVIEW BEFORE THE CITY COUNCIL

COUNCIL VACANCY DISTRICT 1

NOTICE OF INTENTION TO FILL A VACANCY FOR A MEMBER OF THE CITY COUNCIL DISTRICT 1 BY APPOINTMENT

Notice is hereby given that the City of Madera is accepting applications for appointment to the City Council to fill the vacancy created due to the resignation from office by Council Member Sally Bompreszi.

The term of the appointment is from the date of appointment through the date of the next general municipal election scheduled June 7, 2016 and thereafter until a person is elected and qualified.

Candidates must reside within District 1 of the corporate limits of the City of Madera, and be registered to vote in that district at the time of application.

Original applications must be returned by 5:00 p.m. on Friday, February 5, 2016. No postmarks, email submissions, or faxes will be accepted.

To be considered for the position, applicants must attend the City Council meeting on Thursday, February 11, 2016 at 5:30 p.m. and be prepared to be interviewed by the Council.

Application period: Monday, January 25 – Friday, February 5, 2016
During normal business hours M-F, 8:00 a.m. – 5:00 p.m.

Applications are available from: City of Madera City Clerk
205 W. Fourth Street
Madera, California 93637
(559) 661-5405
salvarez@cityofmadera.com
www.cityofmadera.org

Original applications must submitted in person to: City of Madera City Clerk
205 W. Fourth Street
Madera, California 93637

Application deadline: 5:00 p.m., Friday, February 5, 2016

City of Madera Map of City Council Election District No. 1

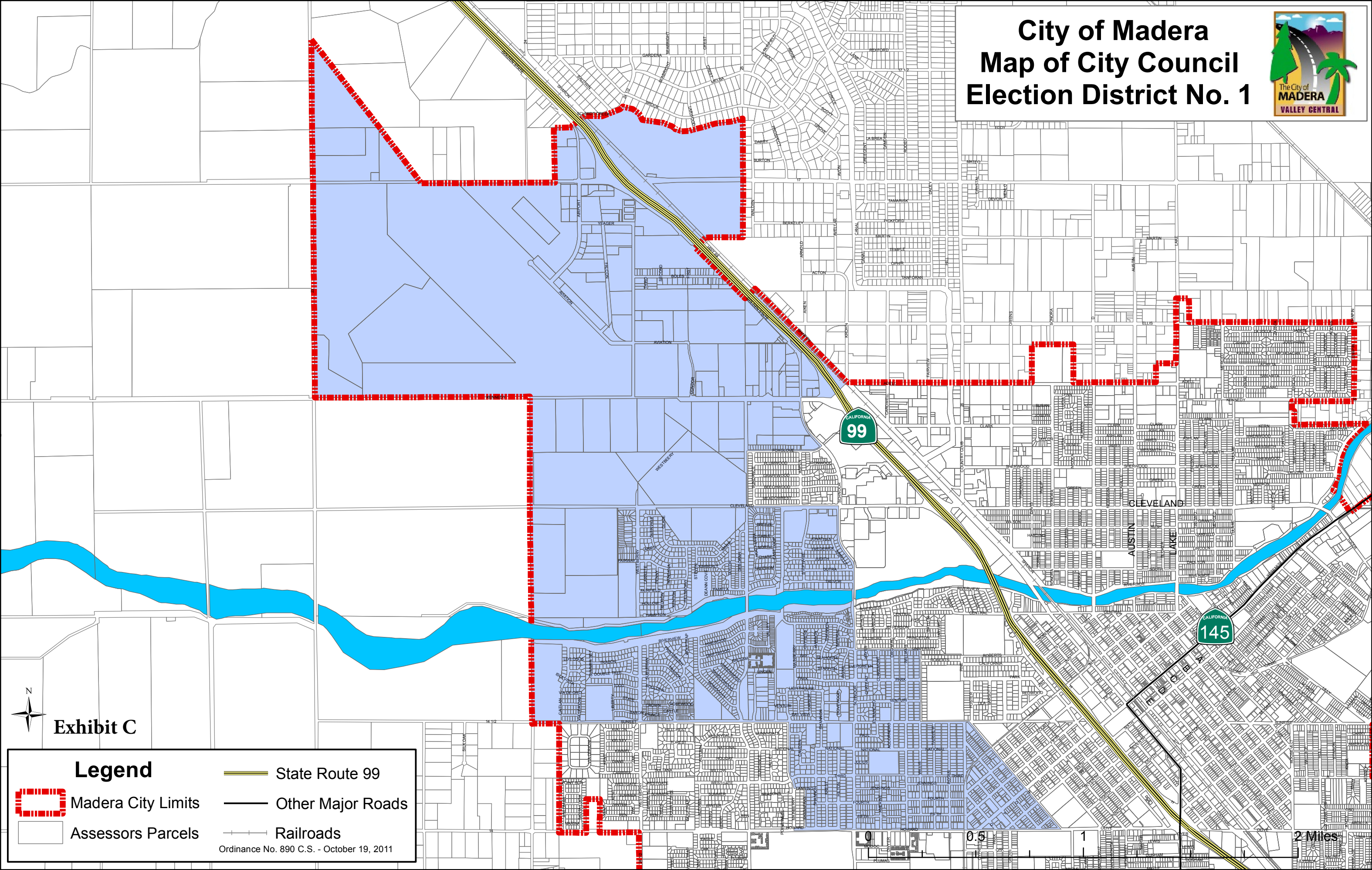
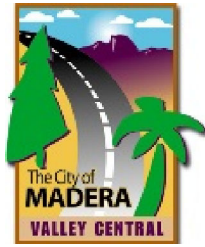


Exhibit C

Legend



Madera City Limits



Assessors Parcels

State Route 99

Other Major Roads

Railroads

Ordinance No. 890 C.S. - October 19, 2011



REPORT TO THE MADERA CITY COUNCIL

Approved by:



City Clerk



City Administrator

Council Meeting of: 1/20/16

Agenda Number: F-1

SUBJECT: Mayor's Appointment of Council Representatives to Fill Vacancies on Other Agency Boards

RECOMMENDATION: Staff requests that Mayor Poythress appoint members of the City Council to fill board vacancies.

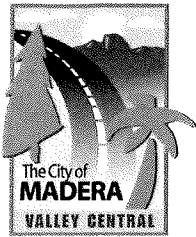
DISCUSSION: The Mayor appoints members of the City Council to serve on various boards. Currently there are vacancies created due to the recent resignation of former Council Member Bompreszi. Staff requests that Mayor Poythress make appointments to the following boards.

Board	Current Appointment
Central Ca Women's Facility Citizens Advisory Board Meets 1 st Thursday every other month at 3:00 p.m. (alternate sites CCWF & VSP).	Primary: Vacant Alternate: Will Oliver
Madera Co. Transportation Commission (MCTC) Meets 3 rd Wednesday at 3:00 p.m., MCTC Board Room	Primary: Robert Poythress Primary: Andrew Medellin Alternate: Vacant
SJVUAPCD (Air District) Special City Selection Committee Meets as needed.	Primary: Vacant Alternate: Derek Robinson

See attached for a complete list of Mayor's Appointments.

FINANCIAL IMPACT: None

CONSISTENCY WITH THE VISION MADERA 2025 PLAN: Mayor's appointments to boards are not specifically addressed in the Vision Plan; the action does however, support Strategy 111 – Local Agencies Share Vision: Promote greater alignment of local government agencies under a shared community vision.



MAYOR ROBERT POYTHRESS
Mayor's Appointments
January 1, 2015 – December 31, 2016

COMMITTEE	APPOINTMENTS
Central California Women’s Facility (CCWF) Citizens Advisory Board <u>CCWF</u> , 23370 Road 22, Chowchilla, CA 93610 Contact – Lilly Dawson, Community Resource Manager (A) 665-5531, x5104 <u>Valley State Prison (VSP)</u> , 21633 Ave. 24, Chowchilla, Ca 93610 Contact - Carmen Bruton-Maroney, Community Resource Manager 665-6100 x5474 Meets 1 st Thursday every other month at 3:00 p.m. (alternate sites CCWF & VSP).	Primary: Vacant eff. 12/17/15 Alternate: William Oliver
Madera County Local Child Care and Development Planning Council (LPC) Steering Committee Madera Co. Office of Education (MCOE) 1105 S. Madera Ave., Madera, CA 93637 Ph: 673-6051 Contact: Brenda Plauson – 662-3801 Meets quarterly, 11:30 a.m. -1:30 p.m. at MCOE offices	Primary: Derek Robinson Alternate: Charles Rigby
Community Action Partnership of Madera Co. Inc. (CAPMC) 1225 Gill, Madera, CA 93637 Ph. 673-9173 Contact: Melisa DaSilva 675-5748 Meets 2 nd Thursday at 5:30 p.m. at 1225 Gill, Board Room	Primary: Donald Holley Alternate: William Oliver
Madera County Economic Development Commission (EDC) 2425 W. Cleveland Ave., Madera, CA 93637 Contact: Lois Grow, 675-7768 Executive Committee – Meets monthly 1 st Wednesday at 7:30 a.m. Commission – Meets quarterly 2 nd Wednesday at 3:00 p.m.	Primary: Andrew Medellin Alternate: Derek Robinson
Madera County Transportation Commission (MCTC) 2001 Howard Rd., Ste. 201 Madera, CA 93637 Contact: Sheila Kingsley, 675-0721 Meets 3 rd Wednesday at 3:00 p.m., MCTC Board Room	Primary: Robert Poythress Primary: Andrew Medellin Alternate: Vacant eff. 12/17/15
San Joaquin River Conservancy Meets at Fresno Metropolitan Flood Control Office 5469 E. Olive Ave., Fresno, CA Contact: Rebecca Harris, 253-7324 Meets 3 rd Wednesday at: 10:00 a.m. March-October 10:30 a.m. November-February	Primary: Derek Robinson Alternate: Charles Rigby

City of Madera
Mayor's Appointments

<u>City Selection Committee Appointments</u> The Mayors of Madera and Chowchilla serve on this committee. The City Selection Committee is administered by the Madera County Clerk of the Board. The City Selection Committee meets as needed to make appointments to LAFCO and SJVUAPCD Citizen Advisory Committee.	
LAFCO – Local Agency Formation Commission Each city appoints a primary member. Alternate is one appointment from either city. RMA, 2037 W. Cleveland Ave., Madera, CA 93637 Contact: 675-7821 Meets 4th Wednesday at 6:00 p.m. at the Resource Management Agency	City Primary: Andy Medellin (term ending 1/31/16) Alternate: Dennis Haworth, City of Chowchilla
San Joaquin Valley Unified Air Pollution Control District Citizen Advisory Board (SJVUAPCD) 1990 E. Gettysburg, Fresno, CA Ph. 230-6000 Meets 1st Tuesday at 10:00 a.m.	Primary: John Chavez, City of Chowchilla Council Member (term ends 1/31/16) Alternate: Dave Randall, City Planning Director (term ends 1/31/14)
<u>SJVUAPCD SPECIAL CITY SELECTION COMMITTEE –</u> The valley-wide Special City Selection Committee is charged with making appointments of city representatives to the SJVUAPCD Governing Board.	Primary: Vacant eff 12/17/15 Alternate: Derek Robinson (eff. 3/18/15)
San Joaquin Valley Unified Air Pollution Control District Governing Board Small City Rotation 1990 E. Gettysburg, Fresno, CA Ph 230-6000	Vacant eff. 12/17/15 Note: This is an appointment of the Air District's Special City Selection Committee.